

K 8025

AGREEMENT

BETWEEN

BAY AREA MAINTENANCE CONTRACTORS

AND

SEIU LOCAL 1877

2003 - 2008

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PREAMBLE

This Agreement made and entered into this first day of May, 2003, by and between those signatory employers hereinafter referred to as the 'Employer' and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1877, hereinafter referred to as the "Union".

The Employer recognizes the Union as the sole collective bargaining representative for its employees within the specifically defined counties of San Mateo plus the CITY OF PALO ALTO FROM THE NORTH SIDE OR OREGON AVENUE AND THE NORTH SIDE OF PAGE MILL ROAD; SANTA CLARA, ALAMEDA, CONTRA COSTA, and not others, defined in the geographical appendices to this Agreement defined as ZONES 1,3, and 4 and made part of this Agreement.

ZONE 1	Santa Clara
ZONE 2	Old Non-Union Work for All Areas
ZONE 3	Alameda, and Contra Costa
ZONE 4	San Mateo plus City of Palo Alto from North Side of Oregon Avenue and North Side of Page Mill Road.
ZONE 5	New Non-Union Work for All Areas – Effective June 1, 2000

ARTICLE I – NON DISCRIMINATION AND NON HARRASSMENT

Section 1. Non Discrimination

The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, recall or layoff status, because of race, color, ancestry, religion, creed, national origin, age (as defined by the Age Discrimination Act as amended), sex, disability (as defined by the American's with Disabilities Act), maternity status or sexual orientation. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

Whenever the masculine gender is used in the Agreement it shall be deemed to include the feminine gender and vice versa as the case may be.

Section 2. Non harassment

The Employer is committed to providing a work environment that is free of unlawful harassment. This would include harassment based on any of the following categories: race, color, religion, sex, national origin, ancestry, age, sexual orientation or marital status. Any employee who believes that harassment has taken place, should immediately report the facts to the Employer. Any person found by the Company to have harassed another in violation of this policy will be subject to discipline.

ARTICLE II – UNION RECOGNITION

Section 1. Scope of Bargaining Unit

The Employer recognizes the Union as the sole collective bargaining agent for all persons that come under the jurisdiction of the Union, in all establishments or places of business which the Employer is now, or may in the future be servicing under contract or otherwise, and the Employer agrees to pay the wages and to work his employees under the terms and conditions of employment hereinafter set forth. The parties have agreed that the classifications covered by this Agreement shall include Janitor, Utility and Power Sweeper, Waxer, Window Cleaner, Matron and Foreperson. The intent is for the Union not to lose representation of any person covered by the former agreements.

ARTICLE III – HIRING AND EMPLOYMENT

Section 1. Union Security

A. As a condition of continued employment, all employees employed by the Employer in the unit which is the subject of 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.

B. The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this Article 3 or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.

Section 2. Referral for New Employment Procedures

A. New Employees

Hiring

1. When new or additional employees are needed, the Employer shall notify the Union of the number and classifications of employees needed.
2. Part-time employees shall have priority over new hires in filling any full-time jobs that become vacant or newly created provided such employee is qualified to perform the work.
3. Applicants for jobs shall be referred by the Union to the Employer for employment on a nondiscriminatory basis.
4. In hiring, the Employer shall give preference to applicants previously employed in the Service Employees industry in the local labor market area.

5. The Employer shall give the Union equal opportunity with all other sources to refer suitable applicants for employment, provided the Employer on the date of hiring shall notify the Union of the name and address of each person hired. If the Employer utilizes a fee employment agency for the purpose of securing janitorial employees, the entire fee of said employment agency covering each employee shall be borne solely by the Employer.

6. During the employment of any person while such person is not yet a member of the Union, the Employer shall pay said person so employed the contract wage rates and provide all other benefits the employee is entitled to. The Employer shall in all other aspects require said employee to work under and live up to all rules and regulations specified in the Agreement.

7. When an Employer takes over the servicing of an establishment not being serviced by a Union Contractor and the Union can demonstrate that the changeover of contractor was a direct result of the Union organizing efforts, the Employer shall employ employees of the prior contractor at the site within specifications of the site. The Employer will give consideration to excess employees being hired elsewhere in the company.

ARTICLE IV- CHECK OFF

Section 1. Payment of Membership Initiation and Dues

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 and of such employee's obligations of Union membership. Further, the Employer shall, at the time of hire, give each new employee a copy of the Notice to New Employees, an authorization and membership application form. The Union agrees to provide the Employer with copies of these notices. Upon signed authorization of the employee, the Employer agrees to deduct from the pay of each employee, union dues, initiation fees, assessments and COPE contributions. The dues shall be deducted on the first pay period of each month and shall be submitted to the Secretary-Treasurer of SEIU, Local 1877 by the 15th of the following month. The Union shall notify the Employer of the amounts that are to be deducted from the employee for dues, initiation fees, assessments, and COPE contributions.

The Union agrees and the employees agree to forever hold and save the Employer harmless from any action or cause of action resulting from such possible withholdings.

Further, the Employer shall honor voluntary employee written withholding authorizations for wages to be forwarded to the Union as either (1) wages voluntarily set aside by the individual employee for funeral related expenses and/or (2) savings with the below understandings and agreements:

1. The Employer shall not at any time or in any fashion be responsible for or liable for any audit related expenses resulting from such possible voluntary withholdings, and,
2. Employees who have completed written authorizations for either or both of the aforementioned withholdings may not change said written authorization more than once per contract year.

3. The Union agrees and the employees agree to forever hold and save the Employer harmless from any action or cause of action resulting from such possible withholdings.
 4. Such monies shall be forwarded to the Union (in one check) once per month at the same time the other withholdings are forwarded to the Union.
- A. The Employer will furnish the Union with an alphabetical check-off list in duplicate each month, indicating thereon the amount due for each employee and worksite. The Employer shall add to this list, the name and address and home phone number if available and social security number and worksite of any new employee whose name does not appear on the check-off list and delete the names of employees no longer employed.

Authorization cards will be distributed with employee packet. New employees who refuse to sign an authorization card will be listed with the check-off list.

ARTICLE V – ENFORCEMENT

Section 1. Union Access

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 twenty-four (24) hours 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.

Section 2. Union Steward

- A. The Employer recognizes the Union's right to elect or appoint Union Stewards on all shifts for the purpose of monitoring this Agreement and representing employees in attempts to resolve all problems or disputes before they are referred to the grievance procedure. The Union shall notify the Employer, in writing, and with at least ten (10) days notice, as to whom the Steward and alternates may be in each location .
- B. The Employer will make reasonable efforts to meet with shop stewards up to thirty (30) minutes a week on company time to review items of concern. It is understood that the thirty (30) minutes referred to does not have to be at one time but it may be spread throughout the week.
- C. The employee may request the presence of a Union Steward when being suspended or terminated. The Employer must grant such request except when circumstance are such that require immediate action. In the absence of the Union Steward, the employee may request the presence of another employee.

Section 3. Union Bulletin Board

The Employer shall allow a section of the main bulletin board located at the Employer's office or headquarters to be used by the Union for the purpose of posting notices of official business of the Union. The Employer further agrees to allow the posting of official notices at sites where there are four (4) or more employees covered by this Agreement where it will be reasonably convenient for the employees to observe them, subject to the approval of the client. The Union agrees that it will not distribute handbills, posters or other literature within the building of the client.

ARTICLE VI – NO STRIKE/LOCKOUT

There shall be no strikes or lockouts indulged in by either party to this Agreement during the duration of this Agreement. In the event of any violation of this Section, the violating party, whether if be the Union or the Employer will, in good faith and without delay, publicly disavow the violation and attempt to bring about a quick termination of the violation.

It shall not be a violation of this Agreement and it shall not be cause of disciplinary action for any employee covered by this Agreement to refuse to go through or work behind any picket line established because of a strike authorized by the Central Labor Council or the Teamster's Joint Council No. 7.

ARTICLE VII – MANAGEMENT RIGHTS

- (A) The Employer reserves the rights, powers and authority customarily exercised by management except as otherwise specifically designated or modified by the expressed provisions of this Agreement which are all subject to the Grievance Procedure. The operation, control, and management of the business and the supervision and direction of the working forces, is and shall continue to be solely and exclusively the functions and prerogatives of management and of the Employer. All the rights, functions and prerogatives of management and which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively to the Employer.
- (B) It is further agreed that the rights specified herein may not be impaired by an Arbitrator or Arbitration, even though the parties may agree to arbitrate the issue involved.
- (C) 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 the future or in a different manner.

ARTICLE VIII – WAGES AND MILEAGE

Section 1. Payment for Travel

- A. An employee who is required to move from location-to-location in the course of performing his work assignments, shall be paid for all time spent in traveling between such locations.

- B. An employee who is requested or required by the Employer to furnish his own vehicle between locations shall be reimbursed. The mileage allowance shall be twenty-five cents (25 cents) per mile.

Computation of such reimbursed mileage shall begin with the first location and shall include all distances traveled to each location thereafter.

- C. 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 the payroll check, the amount of such payment to be specified on the check stub.
- D. The Employer shall carry non-ownership liability insurance on the vehicles in connection with their work. In the event the Employer fails to secure such insurance, he shall assume full responsibility for all legal fees, court costs, or damages incurred by the employee by the use of such vehicle during the course of his work.

Section 2. Working out of Classification

Any employee required to work out of his/her job classification and/or pay rate into a higher pay classification, shall be paid the higher classification rate for all hours worked, after two (2) hours, in that classification.

Section 3. Wage scale

All employees on the payroll, prior to May 1, 2003, shall receive the below straight-time hourly wage increase:

**5/1/04 - \$0.10 cents, 5/1/05 - \$0.15 cents,
5/1/06 - \$0.25 cents, 5/1/07 - \$0.50 cents**

In addition, on the above dates, all Zone and Area Wage Rates (except Zone 2, Zone 5, Zone 5A and Zone 5-Tier 1) shall be increased by the above amounts.

WAGES: Refer to ZONE 1, 2, 3, 4, and 5 for proper wage rate.

Section 4. Utility Worker/Waxer:

Defined as an employee whose duties are shampooing of rugs by the utilization of machine operation and/or waxing as defined as a person who wet strips, seals, and finishes floors. Employees designated as a Utility Worker/Waxer shall receive an additional twenty five cents (25 cents) per hour for all hours worked. Employees who are not designated "Utility Worker" but perform the aforementioned duties shall be paid twenty five cents (25 cents) per hour above the Janitor's rate of pay for each hour performing these tasks.

Section 5. Foremen

Foremen working in Santa Clara or San Mateo County shall not be paid less than \$2.40 per day above the individual's Janitor's scale. Foreman and/or supervisors working in Alameda, and Contra Costa County shall not be paid less than \$2.00 per day above the individual's Janitor's scale. Foreman shall be paid the higher rate of foreman/utility worker rate but with no pyramiding. Former working foreman and/or utility workers shall not continue to receive the utility of foreman premium after leaving the classification.

Section 6. Payment of Wages

Pay Periods:

Employees shall be paid the minimum of two (2) times per month and each Employer shall establish definite paydays and the employees shall be informed of the paydays. If payday falls on a weekend the Employer will make a reasonable effort to pay employees on the preceding Friday during the business day.

Section 7. Disbursements for Wages

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.

Section 8. Union Inspection of Paychecks

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, and the Employer shall make the time card and payroll records available to the representative of the Union upon request at any time within six (6) months from the date of issuance. It is agreed that this section shall only be used in case of a dispute between the Employer and the employee over wages, hours or working conditions.

Section 9. Correction of Paycheck errors

Any employee whose pay check is short due to the Employer's error shall be reimbursed as soon as possible. The Employer will make a reasonable effort to give out paychecks the day before a holiday if the payday falls on that holiday.

Section 10. Government Wage Determination:

When an Employer bids or provides service at a location covered by either a State or Federal wage determination and that determination is different from the salary and benefit schedule of this Agreement, then the wage and benefit determination established by the government shall apply.

Section 11. Construction Clean up

Any clean-up work on any new construction shall be covered under this Agreement after the building has been turned over to the new owner.

Section 12. No reduction of Hours

No full shift employee or part time employee shall have his hours reduced as a result of the signing of this Agreement.

ARTICLE IX – HOURS

Section 1. Days Work

Eight (8) hours within nine (9) consecutive hours shall constitute a day's work. All employees who work in excess of a day's work shall be paid at the rate of time and one half (1 1/2) the employee's regular rate of pay for such excess time.

Section 2. Week's Work

A week's work shall consist of five (5) days followed by two (2) consecutive days off; sixth (6th) day time and one half (1 1/2); seventh (7th) day double time. All employees required to work on their day off shall be paid at the rate of one and one half (1 1/2) times the employee's regular rate of pay.

Part-time: The work week for part-time employees shall be up to five (5) consecutive days then have two (2) consecutive days off. After a part-time employee works five (5) days or eight (8) hours in a day, additional time worked shall be at time and one-half (1 1/2). If a part-time employee works seven (7) consecutive days, the seventh day shall be paid at double time (2x) for the actual number of hours worked.

Five (5) Day Cleaning sites: Effective June 1, 2000, any employee who is absent without pay during his or her regular straight-time work week and who voluntarily works on what otherwise would have been his or her sixth (6th) or seventh (7th) day shall, for that week only, be paid overtime at a rate of time and one-half (1 ½) for all straight-time hours worked or paid for in excess of eight (8) hours in any one (1) work day or forty (40) hours in that work week.

Seven (7) Twenty-Four (24) Hour A Day Cleaning Sites: Effective June 1, 2000, any employee who is absent without pay during his or her regular straight-time work week and who is required or voluntarily works on what otherwise would have been his or her sixth (6th) or seventh (7th) day shall, for that week only, be paid overtime at a rate of time and one-half (1 ½) for all straight-time hours worked or paid for in excess of eight (8) hours in any one (1) work day or forty (40) hours in that work week.

Section 3. Overtime

Overtime connected with the regular shift and duties of an employee and which is normally performed by on-site employees, shall be first offered to the employee who

regularly performs that work, and secondly, to other employees working at the site and shall be spread by rotation as equally as is reasonable among employees at a given site.

Section 4. Rest Periods

Every employee shall be authorized by the Employer to take rest periods which insofar as practical shall be in the middle of each work period. Rest periods shall be computed on the basis of ten (10) minutes within each four (4) hours working time or major fractions thereof for San Mateo and Santa Clara, fifteen (15) minutes for East Bay.

Section 5. Minimum Time Off Between Shifts

Except in bona fide emergencies, the minimum time off between shifts shall be ten (10) hours and the employees called to work sooner than ten (10) hours from the end of their last work period shall be paid time and one-half (1 1/2) for all work performed up to the time of said ten (10) hour period shall have elapsed.

Section 6. Minimum Hours

Should an employee be called for work and no work is available, he shall be paid for two (2) hours work. Should an employee be called for work and start work, he shall be paid for at least four (4) hours work. Should he be worked over four (4) hours, he shall be guaranteed at least eight (8) hours work. If an employee voluntarily leaves his place of employment, he shall be paid for actual hours worked.

Section 7. Window Cleaners

In case of Window Cleaners unable to work five (5) consecutive days because of rain, they may if they so request, be allowed to work on the scheduled days off for that week at straight time to the extent required to make up time lost. In no event, however, shall the Employer lay off a Window Cleaner during the week in order to avoid overtime pay on regularly scheduled days off.

ARTICLE X – WORKING CONDITIONS AND JOB EXPENSE

Section 1. Window Cleaners

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

There will be two (2) men required on all jobs where a ladder of eighteen (18) feet or longer is used, one (1) man will hold and protect the base of the ladder.

All other safety conditions, not specified herein, but which form a part of the rules and regulations of the California Industrial Accident Commission for Window Cleaners shall be observed by the Employer.

Section 2. Non Solicitation

The Employer agrees that no member of the Union shall be permitted or requested to solicit customers or work which is being performed by a fair competitor or by any Union member or members.

Section 3. Uniforms and Safety Equipment

If special uniforms, safety equipment, overalls, or coveralls are required, it is agreed that such must be furnished by the Employer without cost to the employee and the cost of upkeep and maintenance of them must be paid for by the Employer.

The employees agree to take good care of such uniforms, safety equipment, overalls, or coveralls, and not to wear same except in the course of their working hours, meal time excepted. Employees who fail to wear safety equipment may be disciplined.

The Employer will supply those materials necessary for the employees to perform their work.

The Employer shall supply and store a first aid kit at each job site.

Section 4. Work Rules:

Rules and regulations for the conduct of business as the Employer shall consider necessary and proper and which to not conflict with the terms and conditions of this Agreement shall be observed by all employees. All work rules for which an employee may be disciplined or discharged shall be either posted or supplied to employees so that they may become familiar with such regulations. A copy of these rules and regulations shall be submitted to the Union at least ten (10) days prior to the effective date of said rules. Should the Union consider any rule unreasonable, the parties shall meet and attempt to resolve the differences. If no resolution can be made, then it shall be treated through the grievance procedure.

Section 5. Non-bargaining unit employees

Non-bargaining unit employees will not perform work of the bargaining unit except for the purposes of training or in emergency situations. Supervisors may perform work as provided in the foregoing sentence or when assisting bargaining unit employees which does not result in a reduction of hours.

Section 6. Part time employees

The Employer may employ part time employees. Two or more part time employees shall not work on the same job and thus reduce work opportunities for one employee. (Example: On an eight (8) hour job, only one (1) employee can work...not two (2) four (4) hour employees. On a six (6) hour job only one (1) employee can work...not two (2) three (3) hour employees).

Section 7. No Sexual Harassment

The Employer, Union and employees agree to cooperate in maintaining an environment free from sexual harassment in accordance with the Employer's policy concerning sexual harassment.

ARTICLE XI – MAINTENANCE OF WORKING CONDITIONS

Section 1. Registration of all Job Locations

(A) The Employer shall furnish the Union with a written list of all jobs of the Employer, including the exact address and location of each job. Lists will be delivered to the Union in January of each contract year.

As new persons are hired, the Employer will submit to the Union the following information:

1. Employee name, address, phone number, and social security number.
2. Address of employment, and name of account.
3. Full time or part time status.
4. Wage rate.
5. Date of hire.
6. Zone and Area

(B) Upon receipt of such information the Union will treat the information on a confidential basis and will release it to another Employer in accordance with the provisions of this Agreement only when it has been determined that bona fide bids are being requested and that said Employer requesting the information is also signatory to a SEIU Agreement covering this jurisdiction.

(C) All new employees shall be probationary for a period of sixty (60) work days and shall have no recourse to the grievance procedure. Employees shall not attain building site seniority until they have completed a probationary period of sixty (60) work days. This probationary period may be extended by mutual agreement between the Union and the Employer. Termination for any cause during this period shall not be subject to the Grievance Procedure.

Section 2. Job Bidding Procedures

The following rules shall be observed when an Employer is bidding on or taking over the servicing of an establishment where Union members are employed:

1. When requesting staffing information from the Union, the requesting Employer must provide the clients RFQ or like documentation to the Union that the client is out to bid.

2. The Employer shall request and based upon that request, the Union shall provide in writing information regarding the number and names of all permanent employees, number of man hours worked, seniority dates, wage rates, Health and Welfare Plan #, Pension rate and the amount of accrued vacation and sick leave of employees.

The Employer shall provide staffing information to the Union upon its request for jobs out to bid within four (4) working days of the request.

The Union agrees to supply such requested information within eight (8) working days of said request to any Union contractor requesting such information or the Employer is not obligated to any staffing levels. Only when a building is going out to bid shall the Employer be obligated to supply this detailed information.

The appropriate staffing shall be considered as the number of employees at the job sixty (60) days prior to such building being put out to bid. Employees working at the job site for less than sixty (60) days shall be considered probationary.

If a contract other than this document is in force at a location going out to bid, the union will supply a copy of that contract to all bidding parties.

3. Recognize the work time and overall employment service of all permanent employees retained at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury, Workers' Compensation or authorized leave of absence and shall be considered as continuous regardless of change of employers, for all purposes including seniority, sick leave and vacation benefits, so that no employee will lose any such benefits because of the change of Employers.

Employees transferred to a site or building where the incumbent contractor lost the service contract shall in all instance be informed that such a transfer shall be voluntary and shall be in writing and the employee shall at all times be informed that they are on probationary status under the incoming contractor for a period of sixty (60) work days.

If the Employer fails to notify the employee that they are on probation because of the transfer, the employee is to be returned to previous or other site without loss of wages or benefits.

4. The Employer shall not cut the work schedules of any employee which would reduce the number of working hours per day or per week.
5. When it is verified that service specifications of a job are altered by the client, the Employer may increase or decrease the work force pursuant to the terms of this Agreement. After an Employer takes over the servicing of an establishment, he shall not reduce staff without first obtaining consent of the Union. The Union shall not unreasonably withhold consent when it is verified that service specifications of a job are altered by the client.
6. Employees retained by the Employer shall receive the wages and fringe benefits as established in this Agreement based on the employee's seniority at that work location.

7. When necessary based on business need, the Employer shall have the right to determine and change the assignment of employees within a building or site and where, what and how the work is to be performed.
8. When necessary for the operation of its business, the Employer may alter the starting time of work and may change the days of work by up to one (1) day.
9. These rules do not apply to window cleaning.
10. The Employer agrees to notify the Union of all new jobs and also to give written notice to the Union of all job cancellations.
11. The Employer agrees to inform the Union as soon as reasonably possible when a site is being bid by a non-union contractor(s) and/or is in danger of being lost as a result.
12. Partnerships: In the case of partnerships, firms or companies, all persons working with the tools of the trade shall become and remain members of the Union while so performing such work.

Section 3. Termination of Employer's Services

The Employer losing a job shall terminate the employees working at that job on the last day of service. The Employer will pay the employees at the time of termination their earned and unpaid wages and any accrued and unpaid vacation pay.

ARTICLE XII – HOLIDAYS

Section 1. Holiday Observance

- (A) **Benefits: Refer to ZONES 1, 2, 3, 4, and 5 attached hereto for a list of paid holidays.**

Any holiday falling on a Sunday shall be observed on the following Monday.

If a holiday falls on a Saturday, it may be celebrated either on Friday or Saturday as determined by the Employer. If the Employer chooses to work 5 days and pay for 6 days, the sixth day is not overtime.

One Personal Day in each calendar year is to be scheduled by arrangement between the employee and the Employer not less than thirty (30) days prior to said day off. In case where an eligible employee fails to make a selection by September 1st of any year, the Employer will then assign the Personal Day off with two (2) weeks notice.

Section 2. Holiday Pay

- (A) Employees who work less than full-time shall have Holiday benefits pro-rated based on hours worked.

- (B) Eligibility: All regular employees who have worked for a period not less than sixty (60) working days shall receive holiday pay at the employee's regular straight time hourly rate, even though no work is performed on the above mentioned holidays; provided, further, that such employees 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 day before and after said holidays is due to the express permission of the Employer, or bona fide illness confirmed by a doctor's certificate.

If an employee's day off falls on a designated holiday, said employee shall receive an additional day off with pay within two (2) weeks. If a holiday falls during an employee's vacation period, the employee shall receive an additional day's vacation with pay.

- (C) Any employee working on a holiday shall be paid at the rate of time and one-half (1 1/2) in addition to the regular day's pay.
- (D) When an Employer starts servicing a new account within seventy-two (72) hours of a paid holiday and the outgoing Employer does not have an obligation to pay the holiday benefit, then the incoming Employer shall be obligated to provide the holiday pay for those affected employees.
- (E) If an employee replaces a regular employee who is absent for reasons other than paid vacation and sick leave, the replacement employee shall be the person to receive the holiday pay if a holiday falls within the time the replacement is working and the replacement is qualified otherwise.

ARTICLE XIII – VACATION

Section 1. Vacation Benefits

Refer to ZONES 1, 2, 3, 4, or 5 attached hereto for a list of Benefits.

- A) Any employee receiving vacation privileges better than those mentioned in this Agreement shall not have them reduced.

Section 2. Vacation Period

- (A) The employee's choice of a vacation period shall be based strictly on seniority and length of tenure of employment. The Employer shall post or send to each employee a sign-up sheet of vacation preference at a time mutually agreed upon and a cut-off date will be established for said vacation preference. Seniority shall not apply to choice of vacation period for those employees signing up after the cut-off date. The cut-off date shall be no later than March 1 of any calendar year. Part-time employees shall be granted a vacation except that the vacation will be prorated on the basis of the normal hours worked by them as compared with hours of a regular full-time employee.
- (B) An employee must give the Employer at least thirty (30) days notice of his desire to take a vacation at a particular time.

- (C) An employee returning from an authorized vacation shall be placed in his former job.

Section 3. Prorated Vacation

- (A) Time off from work for any reason not exceeding thirty (30) calendar days during any one year shall not interrupt the continuity of employment, so as to deprive an employee of his vacation rights. Absences exceeding thirty (30) calendar days shall subject the employee to a prorated vacation based on 1/12 for every thirty (30) calendar day's absence. In case of industrial accident for which the employee is receiving Workmen's Compensation benefits, absences not exceeding sixty (60) calendar day's during any one year shall not interrupt the continuity of employment.
- (B) After six (6) months of employment, any employee whose employment terminates as well as any employee who is laid off for lack of work, shall receive pro-rated vacation benefits on the basis of calendar months worked.

Section 4. Vacation Pay

- (A) Employees receiving advances on their vacation pay shall not have those hours counted toward eligibility for health insurance if they take an unpaid vacation at a later date unless otherwise agreed to by the employee and the Employer in writing.
- (B) Vacation payments shall be made on the employee's anniversary date unless the employee has requested payment at the time of the vacation period. The "Vacation Preference" form will contain information concerning the possible loss of health insurance eligibility (Section 4(a) with this method of payment.

ARTICLE XIV – LEAVES OF ABSENCE

An employee returning from an authorized leave of absence, shall be placed in his former job.

Section 1. Maternity Leave

(a) Maternity Leave of Absence: Maternity leave up to four (4) months shall be granted for any worker with six (6) or more months of continuous work. The worker shall report back to work within sixty (60) days after the date of delivery. Extension of the leave shall be granted for medical reasons with verification of the employee's doctor. Upon return to work, the employee will present a statement verifying her ability to return to her normal work. Any replacement for an employee on maternity leave shall perform the work on a temporary basis. This section shall be in compliance with current State and Federal law.

Section 2. Personal Leave of Absence

Any employee with one (1) or more years of continuous service shall be eligible to request an unpaid leave of absence up to a maximum of thirty (30) days in one (1) calendar year for personal reasons without a break in continuity of seniority. Their request for leave of absence must be in writing and the Employer's acceptance must also be in writing. The Employer shall make the ultimate determination as to the total number of employees who will be granted a leave of absence at any one time. When an employee returns to work after completing an authorized leave

of absence, he shall be reinstated to his same classification and work sites where he was employed before his absence.

Failure to return from an authorized leave on the date specified, including extensions granted by the Employer, shall be considered a voluntary quit.

Section 3. Unpaid Union Leave

Leave of absence with accumulative seniority and no pay shall be granted in the event an employee is elected or requested by the Union to take time off from work for official Union business. The leave shall be for a maximum of thirty (30) days but the Union may request an extension. No more than one person per site may be requested at any one time and the Employer reserves the right to refuse a request for day persons and forepersons and for other business necessities. The Union agrees to notify the Employer in a reasonable advanced notice as to the time needed and nature of the time off requested.

Section 4. Sick Leave

Refer to ZONE 1, 2, 3, 4, or 5 for proper amount of sick leave benefits.

- (A) Any earned sick leave shall accumulate up to a maximum of thirty (30) days.
- (B) A doctor's certificate or other reasonable proof of illness may be required by the Employer. Such

sick leave with pay shall be applicable in cases of bona fide illness of employee or immediate family, defined as spouse and children living at home.

If an Employees is hospitalized, he receives pay for his first day's absence and for every day thereafter until such leave benefits are exhausted. Employees who have accumulated fifteen (15) or more days of sick leave shall also be paid for the first day of absence due to illness.

If an employee has less than fifteen (15) days accumulated sick days or if the employee is not hospitalized, the first workday's absence is not paid for.

Succeeding workday's absences, full pay until sick benefit allowance is used up.

For the purposes of this paragraph, full pay shall mean pay for the regular daily schedule for working hours, for those days which the employee would have worked had the disability not occurred, calculated at straight time. The waiting period provided herein provided before full pay commences shall apply for each illness or accident in case the sick benefit allowance has not been used up in the previous illnesses during the same year.

Sick leave benefits are not convertible to cash bonus upon termination of employment.

In industrial injury cases, Workers' Compensation and sick leave benefit allowance shall be paid separately, but in the event Workers' Compensation payments cover all or part of the period during which sick leave benefit allowances are paid, the sum of the two shall not exceed the sick leave benefit payable for said period. The same rule shall apply to Unemployment Disability payments.

Section 5. Funeral Leave

Refer to Zone 1,2 , 3, 4, or 5 for Proper Amounts

Immediate family shall be described as mother, father, spouse, son, daughter, brother, sister, grandmother, and grandfather.

ARTICLE XV – HEALTH AND WELFARE

Health Insurance and Dental Coverage

- A. This section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees covered by this Agreement and their dependents.
- B. All Employer contributions referred to in this section shall be paid into the General Employees Trust Fund created under the terms of said Plans in accordance with the procedures set forth below. It is understood that all questions concerning eligibility of employees for coverage, including the commencement and termination of coverage shall be determined by the Trustees of said Trust Fund.
- C. Refer to ZONE 1, 2, 3, 4, or 5 attached hereto for proper Health Plan for eligible employees.
- D. General Employees Trust Fund:
 - (1) The Employer shall comply with all provisions of the Health and Welfare Trust Fund and shall maintain, furnish and make available for audit at Employer's office such data records as the Trustees may require as provided in the General Employees Trust Fund.
 - (2) If any employee works the required number of hours 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.
 - (3) Employer hereby accepts the terms of that certain Agreement and Declaration of Trust (as amended) entered into on February 1, 1973, at San Jose, California, creating the General Employees Trust Fund, and further agrees to become a party to said Agreement and Declaration of Trust. Employer hereby agrees to be bound by all of the provisions of said Agreement and Declaration of Trust and hereby acknowledges prior receipt of a copy thereof.
 - (4) The Employer agrees to implement IRS Code 125 upon effectuating this Agreement. This allows employees to set aside a portion of their compensation before taxes to make contributions toward the cost of health insurance.

ARTICLE XVI – PENSION

(a) Benefits: Refer to ZONE 1, 2, 3, 4 or 5 for pension contribution rates, if any.

Section 1. Pension

- (A) Between the first and tenth days of each month the Employer shall make 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.
- (B) 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.
- (C) 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 the concurrently executed BUILDING SERVICE EMPLOYEES PENSION PLAN, as amended, 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.
- (D) 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.
- (E) The Employer hereby authorizes and directs the Union to deposit with the Pension Plan Trustees at 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 provisions of this section and in accordance with said Section 3.01 of Article III of said Trust Indenture.

ARTICLE XVII – LEADERSHIP TRAINING AND EDUCATION FUND

The Employer shall contribute one cent (\$0.01) per straight-time hour worked or paid for into a Taft-Hartley Trust Fund, The Leadership Training and Education Fund, to be established in compliance with law which shall have two (2) Union and two (2) Employer Trustees.

ARTICLE XVIII – SENIORITY, TRANSFER, AND LAYOFF

Section 1. Seniority

- (A) Seniority is the right accruing to employees through continuous length of service at a particular work site which entitles the employee to preference in layoffs, recalls from layoff and vacation time. Seniority shall also apply in filling permanent vacant station assignments within the same building site providing the person applying for said vacancy is qualified to perform the work as determined by the Employer.

- (B) An employee's seniority date is defined as the earliest date after which the employee worked continuously for the same Employer or series of successor Employers at a particular location.
- (C) An employee shall transfer his or her seniority upon transfer to another work site.

Section 2. Loss of seniority

Seniority rights shall be lost for the following reasons:

1. Quit
2. Discharge
3. A lay-off for a continuous period of six (6) months.
4. Retirement
5. Promotion out of the unit after sixty (60) calendar days.
6. Failure to report to work for three (3) consecutive work days without notice, unless it is beyond the control of the employee, shall be considered a voluntary quit. Failure to return from an authorized Leave of Absence (LOA) without having an extension approved in writing, unless is beyond the control of the employee, shall be considered a voluntary quit.

Section 3. Transfers

- A. Workers wishing to transfer to a specific work site or geographical areas may request such transfer in writing. Workers who have submitted transfer requests will be considered for vacant positions by order of seniority prior to the Employer filling vacant positions from the outside provided such worker meets the reasonable qualifications for the job, as determined by the Employer. Workers who request a transfer to another site shall be paid at the wage and benefit level in effect at that job site. An employee shall transfer his or her seniority upon transfer to another work site. Except for disciplinary transfer involving just cause.
- B. In the event that the building management requests the removal of an employee from a site without just cause, the Employer retains the responsibility to transfer the employee to another site without loss of wages, benefits or seniority for such employee. If the employee refuses a transfer within the county where the employee is working, then the Employer shall have no obligations to make the employee whole. Employees transferred as provided here shall not be guaranteed the same schedule either in terms of time of shift or days off.

Section 4. Lay-off and Recalls

Recall from layoff shall be handled in the following manner.

- (A) Lay-off and Recalls will be based upon seniority. Employees will be laid off and recalled after lay-offs on the basis of their seniority at that site or with the company whichever is greater, provided the senior employee possesses the ability to do the work required..
 1. Any employee who has been employed for six (6) months or more at a particular site and who is laid off, shall have the right of recall to that site, provided that the period of layoff does not exceed six (6) months.

2. In addition laid off employees shall have an opportunity to fill permanent vacant positions with the Employer within the County in the following manner:

Employees with less than five (5) years of seniority shall be called by seniority to fill vacant permanent positions to buildings with more than five workers and excluding buildings in Zone 5 and 5a, based on the new employee wage rate at the worksite, but with no loss of any other benefits. Employees with five years or more seniority shall be placed on the basis of seniority in permanent vacant positions at their wage and benefit levels at the time of lay-off.

The Employer shall provide the Union with a list of all employees on the recall list on a monthly basis.

3. The Employer will contact the most senior qualified employee.
 4. If the most senior qualified employee does not respond, the Employer will notify all laid off employees that a vacancy exists. The employees shall then be given seven (7) days from the date of mailing of the letters in which to express, in person, or by certified mail, his or her desire to accept the available job. During this entire process, the Employer may hire a temporary employee to fill the vacancy until a seniority person is selected.
 5. Recall shall be by seniority and qualifications as determined by the Employer of those responding.
 6. Those not responding shall be dropped from the seniority list.
- B. The Employer agrees to provide five (5) days notice to employees of a permanent layoff if the Employer has knowledge of the planned layoff five (5) days in advance. The Union shall receive copies of such notices.

Section 5. Lost accounts to non-union or in-house

Employees who lose their jobs due to loss of the account to a non-union firm or to in-house service shall be treated as any other laid off employee who shall have preference prior to the Employer hiring new employees.

ARTICLE XIX – DISCIPLINE AND DISCHARGE

- (A) No employee shall be disciplined without just cause. The reason for discharge or other disciplinary action must be given to the employee and the Union Representative or the Steward. The employee may request the presence of a Union Steward when being suspended or terminated. The Employer must grant such request except when circumstances are such that require immediate action. In the absence of the Union Steward, the employee may request the presence of another employee.
- (B) Discipline will consist of up to four (4) steps:
 1. Documented verbal warning

2. First written warning
3. Suspension or Final written warning
4. Termination

Proceeding through the foregoing discipline steps, subject to the grievance procedure, shall constitute just cause.

The type of discipline imposed in any instance depends on the nature and seriousness of the offense involved.

- (C) Copies to Union:
A copy of all written warnings and reprimands shall be provided to the employee. Copies in regards to steps 2, 3, and 4 above shall be provided to the Union within five (5) working days.
- (D) Union Representation:
In case of discharge, an employee may request to have a Union Representative present before the action becomes final except when circumstances require immediate action.
- (E) Appeal of Discipline:
Should the employee desire to contest discipline or termination, the matter shall be processed under the grievance procedure.

ARTICLE XX – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Procedure

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. A grievance need not be considered unless the aggrieved party serves upon the other party 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 the 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. Probationary employees do not have recourse to the grievance procedure to grieve disciplinary matters. It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so that they may be adjusted or dismissed without undue delay.

Section 2. Steps 1 and 2

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. Upon receipt of a timely written request there shall be an Adjustment Board consisting of two (2) representatives designated by the Union and two (2) representatives from the Employer.— Said board shall meet within fifteen (15) days from the filing of the written grievance, or the grievance is automatically waived, unless the time limit is mutually extended by both parties in writing.

On a trial basis the following shall be used. Either Party may cancel the trial. Permanent use must be by joint approval. The chairperson of the Adjustment Board shall be a representative designated by the Federal Mediation and Conciliation Service. The chairperson shall be a non-

voting member of the Adjustment Board but shall meet with the panel to assist and offer advisory opinion(s) in an effort to help the panel reach a decision. The Board shall render a bench decision upon adjournment of the hearing, or by mutual agreement extend such hearing for a period not to exceed ten (10) days.

It is expressly understood that if operating conditions do not allow non-adversary participants, this rule may be modified by mutual agreement as well as time limits.

The Adjustment Board shall meet as required and shall consider fully all aspects of the issues presented. Any decision by the majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties subject to the limitations of jurisdiction and authority contained in this Contract.

Section 3. Arbitration

If during the period that the Adjustment Board can meet, no majority decision is reached either party may within fifteen (15) days following such period request in writing that the matter be referred to arbitration. The referral to arbitration must be done within thirty (30) days after the Board of Adjustment or the right to arbitrate is waived. 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 named by agreement from a list of five (5) arbitrators supplied by the State of Conciliation Service. The decision of the arbitrator shall be final; and binding on both parties hereto. The arbitrator shall have no power to amend or modify the terms of this Agreement. In the event of willful failure by either party to appear before the Arbitrator he 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 expense of the arbitration shall be borne by the parties hereto.

Section 4. Expedited Arbitration

- A Differences between the Employer and the Union shall be referred to the (new) Expedited Arbitration provisions upon mutual agreement of both the Union and the Employer.**
- B. The Employer and the Union shall each designate two (2) representatives who shall meet and work out all the details of an Expedited Arbitration system, such as arbitrator selections, calendaring logistics, billing/notification arrangements, and all other logistics.**

ARTICLE XXI – EXPEDITED ARBITRATION PROCEDURE

- A.** In order to provide for the timely and informal resolution of disputes, grievances filed pursuant to Article XX of this Agreement may be filed to this Expedited Arbitration Procedure. There shall be a panel of not more than three permanent arbitrators on a rotating basis. If the parties cannot agree on the number of panelists, then the Panel shall consist of three (3) arbitrators. The initial panel shall be selected as provided in B. Either party may remove a member of the panel by serving written notice of its intention to do so on the other party within thirty (30) calendar days preceding April 1, 2001, or any subsequent April 1st during the term of this Agreement, Neither party may remove more than two (2) members of the panel during the term of this Agreement. In the event that a member of the panel is removed by one of the Parties, or a position on the panel becomes vacant due to death, disability or resignation, the parties shall meet within ten (10) days

of such removal, or the creation of such vacancy for the purpose of selecting a replacement as provided in B.

- B.** 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 within thirty (30) days of the date of ratification of this Agreement, or the opening on the panel, they shall then exchange lists of five (5) arbitrators each within the following seven (7) days. An arbitrator whose name appears on both lists shall be considered mutually acceptable. If the initial exchange does not result in the selection, the parties shall exchange additional lists within succeeding seven (7) day period until the required number of arbitrators has been selected.
- C.** 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 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 the hearing.
- D.** 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 his disposition of the matter. Such decision shall be final and binding on all parties to the dispute and the aggrieved employee, but shall not be considered as a precedent in any future proceeding.
- E.** Any arbitration held under the provisions of this Step Three shall be conducted as informally as possible, consistent with a full and fair hearing of the issues. 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.
- F.** 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.
- G.** 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 equally by the parties.
- H.** No grievance concerning an employee's discharge shall be considered unless the aggrieved employee files a complaint with the Union, in writing, not more than ten (10) days after the date of his/her discharge or other disciplinary action.
- I.** In the event either party believes the matters raised by a grievance are of such importance as to override the desirability of the expedited and informal arbitration procedures contained in this Article, such party shall advise the other in writing of its desire to proceed to arbitration under the provisions of Article XX of this Agreement, wherein the parties are not limited to representation by any person of their choice.

ARTICLE XXII - CHECKOFF FOR VOLUNTARY CONTRIBUTION FOR COMMITTEE ON POLITICAL EDUCATION

If an employee voluntarily signs a check-off form, the Employer agrees to deduct from the employees paycheck the amount authorized by the check-off authorization in increments of \$1.00 and this amount shall be transmitted to the SEIU Committee on COPE Funds. It is expressly understood that this voluntary contribution is not a condition of employment.

ARTICLE XXIII - WORK PRESERVATION

- (A) Neither the Union nor any Employer signatory to this Agreement will modify its terms nor undertake any conduct in derogation of its terms and conditions while it remains in effect.

However, the parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor by mutual agreement to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual Employers.

- (B) Notwithstanding the provisions of (a) above, the parties to this Agreement hereby establish a committee composed of two representatives of the Employer and two representatives of the Union.

This committee will review requests for changes in the terms and conditions of this Labor Agreement that may be necessary to preserve work opportunities for the individual Employer and the employees covered by the Agreement. The committee is authorized to approve such changes as it deems to be in the best interest of the parties to the Agreement.

- (C) The committee, upon such a request for a change in the terms of the Agreement, shall forthwith make the terms of the requested changes known, in writing, to all signatory Employers and to the Union.
- (D) The committee, upon granting any such request, shall forthwith notify all signatory Employers and the Union of the terms of its decision and shall not unreasonably withhold such modifications from other Employers similarly situated.
- (E) The committee shall be empowered to develop rules and procedures, subject to the approval of the bargaining parties, to carry out the intent of these provisions.

ARTICLE XXIV - SUBCONTRACTING

- (A) The Employer will not contract out bargaining unit work, except when the Employer lacks special equipment or tools for performing the work. 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.

- (B) No employee of the Employer shall be requested or allowed to subcontract any work from the Employer or his agents.

ARTICLE XXV - JOINT LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree that mutual interests are advanced in a climate of respect, mutuality and open communication. Therefore, the parties hereto agree to establish a Joint Labor-Management Committee. The Committee shall meet not more than every three months for a one (1) hour time period, which may be extended by mutual agreement, to discuss mutual concerns; provided that this shall not either expressly or impliedly result in any obligation to reopen any of the terms of Agreement or otherwise to bargain with respect to any particular subject. The committee meeting shall be by individual Employer.

ARTICLE XXVI - IMMIGRANT WORKERS

- A. 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.
- B. The Employer shall notify the Union by phone and give oral notice to the Union steward, as quickly as possible, if any I.N.S. 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.
- C. 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 thirty(30) working days of commencement of the absence. The Employer may require documentation of appearance at such proceedings.
- D. 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.

ARTICLE XXVII - HEALTH AND SAFETY

The Employer and the employee shall abide by applicable State and Federal Laws regarding Health and Safety. The Union agrees to cooperate with the Employer in this effort. No employees shall be compelled to work on unsafe equipment or under dangerous conditions.

ARTICLE XXVIII - ALCOHOL AND DRUG TESTING

The Employer reserves the right to establish any lawful policy concerning employee use, possession or transfer of alcohol, controlled substances or drugs as a condition of employment. Said policies include, but are not limited to, reasonable suspicion testing and post-accidental testing.

In the event there are reasonable grounds to suspect an employee is using, possessing or distributing alcohol, controlled substances or non-prescription drugs on the job, the Employer reserves the right to impose any and all discipline, including termination for refusal to submit to lawful testing.

Employees who are terminated as a result of the policy may request reinstatement after completion of a certified drug and/or alcohol rehabilitation program, which must be paid for by the employee.

ARTICLE XXIX - SAVINGS CLAUSE

If any provision of this contract or the applicants of such provision to any person or circumstances be rules as "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 contract or the application of such provision to other persons or circumstances shall not be affected thereby, and the parties will negotiate to replace such provision.

ARTICLE XXX - Entire Agreement

The parties acknowledge that during the negotiations, which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all understandings and agreements applicable to covered employees arrived at after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXXI DURATION OF AGREEMENT

This Agreement shall become effective as of May 1, 2003 and shall remain in effect until April 30, 2008 and shall continue from year-to-year thereafter; provided, however, that each party reserves the right to give notice to the other at least sixty (60) days prior to April 30, 2008 of its desire to change or terminate said Agreement.

DATED: _____

BAY AREA MAINTENANCE CONTRACTORS

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
1877**

by: _____

by: _____

by: _____

by: _____

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by: _____

**GEOGRAPHICAL AREA
ZONE 1, AREA 1
(Santa Clara County)**

Some of the following wage and benefit levels are based on date of hire or type of job. Please review all eligibility requirements prior to establishing wage and fringe levels.

1. HOLIDAYS

- (a) The following days shall be observed as holidays:

New Year's Day	Thanksgiving Day	Labor Day
President's Day	*Day After Thanksgiving	Memorial Day
Independence Day	Christmas Day	*Personal Day

*Employees hired after May 11, 1988 shall not be eligible for the Personal Day. They shall be eligible for the Day After Thanksgiving in the year 1996 and thereafter.

- (b) For employees hired after June 1, 2000 the following shall apply:

New Years Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

2. VACATIONS

- (a) Full time employees who have been employed by the Employer for a period of one (1) year shall be granted at least one (1) week vacation with full pay annually. All employees who have been employed by the Employers for three (3) or more years shall be granted two (2) weeks vacation annually.

All employees on the payroll prior to May 12, 1988 who have been employed by the employer for a period of five (5) years or more shall be granted at least three (3) weeks vacation with full pay annually.

Employees hired after May 12, 1988 who have been employed for a period of five (5) years or more from their anniversary date in 1990, shall be granted at least three (3) weeks vacation with 0pay.

All employees on the payroll prior to May 12, 1988 who have been employed by the Employer for a period of twelve (12) years shall be granted at least four (4) weeks vacation with full pay annually.

- (b) For employees hired after June 1, 2000 the following shall apply:

One (1) week after one (1) year
Two (2) weeks after three (3) years

2. WAGES.

- (a) The new minimum rates for the following classifications are as follows:
Janitor, Janitress, Waxer, Utility, Working Forepersons, Matrons, Ride on Power Sweepers,

Window Cleaners.

6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
\$12.13	\$12.13	\$12.23	\$12.38	\$12.63	\$13.13
\$10.87	\$10.87	\$10.97	\$11.12	\$11.37	\$11.87
\$10.37	\$10.37	\$10.47	\$10.62	\$10.87	\$11.37
\$10.04	\$10.04	\$10.14	\$10.29	\$10.54	\$11.04

Window Cleaner

\$12.98	\$12.98	\$13.08	\$13.23	\$13.48	\$13.98
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Window cleaners shall earn fifty cents (50 cents) less than contract rates for their first six (6) months.

Any window cleaner required to work on or from scaffolding of any kind shall be paid a premium of one dollar (\$1.00) per hour above his regular rate of pay. There shall be two (2) men required on all jobs where a ladder of eighteen feet (18') or longer is used. It is expressly understood that the man holding or protecting the base of this ladder does not have to be a window cleaner.

New employees hired after June 1, 2000 shall be paid at the wage rate, listed below, (which is a percentage of the regular wage rate) for the first twelve (12) months of employment, after which they shall be moved to the regular rate.

6/1/02
\$8.03(80%)

New employees hired after May 1, 2003, based on the anniversary date of each employee, shall be paid at the wage rate listed below, which is a percentage of the regular wage rate.

Year 1	Year 2	Year 3
80%	90%	100%

Differentials:

Utility Workers/Waxers shall receive a differential of \$.25 per hour over their regular rate of pay. Ride on Power Sweeper in the Union as of April 1, 1991, shall receive a differential of \$.25 per hour for all hours worked sweeping.

4 - HEALTH AND WELFARE

(a) Health Insurance and Dental Coverage

(1) FOR EMPLOYEES HIRED PRIOR TO MAY 12, 1988:

Eligibility: The Employer shall contribute a monthly premium for all employees on the payroll prior to May 12, 1988, if they work a minimum of ninety (90) straight time hours per month for Plan code #65. (The prior code number was 66). A copy of the Plan is attached.

During the term of the Agreement, the maximum Employer contribution shall be according to the following amounts:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

Effective:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the cap will be paid by the employee through payroll deductions for all employees.

FOR EMPLOYEES HIRED ON OR AFTER MAY 12, 1988:

- (a) New employees at building sites that were serviced by an Employer signatory to a Local 1877 labor agreement prior to May 11, 1988 shall become initially eligible for benefits after working three (3) consecutive months of not less than ninety (90) straight time hours. Premiums shall be contributed for their third months hours for eligibility beginning their fourth month. There shall be no Employer premiums made during the first two (2) months of continuous employment.
- (b) New employees at building sites that were not being serviced by an Employer signatory to a Local 1877 labor agreement prior to May 11, 1988 shall become initially eligible for benefits after working six (6) consecutive months of not less than ninety (90) straight time hours. Premiums shall be contributed for their sixth (6) month's hours for eligibility beginning their seventh (7) month.

There shall be no Employer premiums made during the first five (5) months of continuous employment.

- (c) After employees have met the initial eligibility requirements, the Employer shall contribute monthly premiums for each employee for each month the employee works not less than ninety (90) straight time hours for Code 65 Plan - copy attached.

During the term of this Agreement, the Employer shall pay the following maximum amounts on a monthly basis for each qualified individual:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

Effective:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the cap will be paid by the employee through payroll deductions for all employees.

Employees hired after June 1, 2000, shall be eligible for Composite health benefits after twelve (12) consecutive months of employment at 110 hours per month. Plan and Employer contribution shall be based on paragraph © above.

New employees hired after May 1, 2003 shall be eligible for employee only coverage(Plan 67Z) after twelve (12) months and having worked one hundred and ten (110) hours for twelve (12) consecutive months. Maximum employer contribution shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage is effective after thirty (30) months and having worked one hundred and ten (110) hours for thirty consecutive months.

Maximum Employer contributions shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the "cap" will be paid by employees through payroll deductions for all employees.

5. PENSIONS

- (a) Effective December 1, 1990 the Employer agrees to contribute the sum of five (5) cents for each straight time hour worked by employees covered by this Agreement for the purpose of establishing and maintaining a pension plan. Paid vacations, paid sick leave and paid holidays are considered as hours worked in computing pension plan contributions.
- (b) Between the first and tenth days of each month the Employer shall make 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.

6. SICK LEAVE AND FUNERAL LEAVE

- (a) Every employee covered by this Agreement who has been continuously employed by his Employer for a period of at least one (1) year shall thereafter be entitled to five (5) days (forty (40) straight time hours) sick leave with pay per year based on his net hourly pay.
- (b) Employees hired after June 1, 2000 will accumulate sick leave according the following:
 - Two (2) days accumulated after two (2) years
 - Three (3) days accumulated after three (3) years
- (c) Funeral Leave
If a death occurs in the immediate family of a member he shall receive three (3) days funeral leave which shall be deducted from any earned sick leave. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time.

Immediate family shall be described as mother, father, spouse, son, daughter, brother, sister, grandmother, and grandfather.

**ZONE 2
OLD NON-UNION WORK FOR ALL AREAS**

In order to bid at this rate there has to be an Agreement signed by both parties outlining the site(s) bid at the Non-Union rate, and the effective date. The entire site (location) will move into the Master Contract rates and benefit structure after four years under this phase in Agreement.

No work may be bid under this Zone after May 31, 2000.

The following is the phase in:

1 - WAGES

Effective date of starting the site:	\$6.50
After 1 year:	\$6.70
After 2 years:	33% of the difference between \$6.70 and Master Wage rate.
After 3 years:	66% of the difference between \$6.70 and Master Wage rate.
After 4 years:	Master wage rate.

2 - HEALTH AND WELFARE

Employee only health coverage(Plan 67) after twelve (12) consecutive months of 110 hours. Employer contribution is \$272.10. Additional Employer contribution is based on the same formula as for Plan 65.

Composite plan after 36 months of 110 hours. Plan Code #65. Employer contribution will be equal to amount contributed on behalf of other employees under this Agreement covered under Plan #65.

3 - VACATION

One week after one year. Two weeks after three years.

4 - HOLIDAYS

First two years: Five holidays(New Year's Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day)

East Bay	--	Start or third year: six holidays(add floating holiday)
Santa Clara	--	Start of third year: six holidays(add Day after Thanksgiving)
		Start of fourth year: seven holidays(add Memorial Day)
		Start of fifth year: eight holidays(add President's Day)
San Mateo	--	Start of third year: six holidays(add Memorial Day)
		Start of fourth year: seven holidays(add Employees Birthday)
		Start of fifth year: nine holidays(add Floating Day and A Personal Day)

5 - SICK LEAVE

Two (2) days accumulation after two (2) years; Four (4) days after three (3) years; Five (5) days after four (4) years.

If the Union organizes a job location or has pressured the potential account to accept bids by Union firms only, the Master Agreement shall apply. In order for this section to be operative, the Union must have notified the Employer prior to the bidding process that it is through the Union's efforts that the job is being bid by signatory firms only.

ZONE 3

AREA 1

(Refers to the following Buildings only)

Watergate Towers Complex

United California Bank Building, 1330 Broadway

Civic Center Plaza (Wells Fargo - 1333 Broadway, Clorox - 1221 Broadway, & Office Building #3

OB#3 - 475 14th Street, World Savings - 1970 Broadway, Kaiser Permanente - 1950 Franklin

The following minimum wage rates and fringe benefits shall apply to employees of the Employer working at the above locations prior to 12/1/83. NOTE: Refer to Section 1(a) of other Appendices for wage rates of employees hired after 12/1/83.

1 - WAGES

Janitor, Janitress, Waxed, Utility Power Sweeper and Working Forepersons:

Effective Dates:

6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
\$12.13	\$12.13	\$12.23	\$12.38	\$12.63	\$13.13

Differentials:

Utility Workers/Waxers shall receive a differential of \$.25 per hour over their regular rate of pay.

Ride on Power Sweeper in the Union as of April 1, 1991, shall receive a differential of \$.25 per hour for all hours worked sweeping.

1 - HOLIDAYS

(a) The Employer shall observe the following holidays:

New Year's Day	Labor Day	Washington's Birthday
Veteran's Day	Memorial Day	Thanksgiving Day
Independence Day	Christmas Day	Employee's Birthday

The employee's birthday holiday will be received after one (1) year of employment.

2 - VACATIONS

(I) All employees who have been employed by the Employer for a period of one (1) year or more shall receive at least the following benefit:

- (a) One (1) year – two (2) weeks vacation with pay annually.
- (b) Five (5) years or more - three (3) weeks vacation with pay annually.
- (c) Fifteen (15) years or more - four (4) weeks vacation with pay annually.

- (d) Twenty (20) years or more - five (5) weeks vacation with pay annually.

4 - PENSION PLAN

The Employer agrees to continue to contribute, on behalf of employees hired prior to December 1, 1983, the sum of thirty five (\$.35) cents per hour for each straight time hour worked by employees covered by this Agreement for the purpose of establishing and/or maintaining a pension plan. Paid vacation, paid holidays, and paid sick leave are considered as hours worked in computing pension plan contributions..

5 - HEALTH AND WELFARE PLAN

- (a) Between the first (1st) and twentieth (20th) day of each month, the Employer shall submit to the Trust Fund a list of all employees who have worked eighty (80) or more hours during the preceding calendar month indicating the actual number of hours worked. Employees working less than eighty (80) hours shall not be listed.
- (b) The Employer agrees that the employee benefits established by the General Employees Fund shall be maintained for the life of this Agreement. If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay such increases in order to maintain said benefits of Plan Code #66 (attached).

6 - SICK LEAVE

- (a) Every employee covered by this Agreement, hired prior to 12/1/83, who has been continuously employed by this Employer for a period of at least one (1) year shall be entitled to eight (8) days, sixty-four (64) straight time hours sick leave with pay per year.
- (b) After an employee has accumulated thirty (30) days sick leave, sick leave will be paid on the first (1st) day of illness, no waiting period.

7 - BEREAVEMENT LEAVE

When a death occurs in the immediate family of an employee, hired prior to 12/1/83, he shall be entitled to a paid leave of absence up to five (5) days. Immediate family shall be defined as:

Father Brother Mother Sister Spouse Children

**ZONE 3 AREA 2
(Alameda and Contra Costa Counties)**

NOTE: Some of the following wage and benefit levels are determined by date of hire or job location.
Please review all eligibility requirements prior to establishing wage and fringe levels.)

This AREA applies to buildings within the confines of Lakeshore to Martin Luther King, and the San Francisco Bay to 30th (To Richmond Boulevard to 580) plus the following buildings:

1. Downtown Oakland Buildings (as per attached map)
2. 1947 Center Street, Oakland
3. A.S.U.C., Berkeley
4. C.W.A. Hall, Oakland
5. Eastmont Mall including Theatre, Bazaar, etc., Oakland
6. Holy Name College, Oakland
7. I.B.E.W. Hall, Oakland
8. Kellogg Company, San Leandro
9. M/B Mall including Food Fair, Tower, etc., Oakland
10. Newpark Mall, Newark
11. S.F. News Agency, Union City
12. St. Mary's College, Moraga
13. Sanwa Bank, 3001 East 14th St., Oakland (Fruitvale Branch)
14. U.P.S. - Oakland

1 - WAGES

(a) The following minimum wage rates shall apply to employees of the Employer performing work in the following classifications:

Janitor, Janitress, Waxer, Utility Power Sweeper and Working Forepersons:

Effective Dates;	6/1/02	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
Hired Prior to 12/1/83	\$11.65	\$11.65	\$11.75	\$11.90	\$12.15	\$12.65
Hired After 12/1/83	\$10.90	\$10.90	\$11.00	\$11.15	\$11.40	\$11.90

(b) The following wage rates apply to all employees hired after 1/26/88:

Effective Dates:	6/1/02	6/1/03	5/1/04	5/1/05	5/1/06	5/1/07
Downtown Oakland & Current EBMA Bldgs. (as per Appendix "E" attached & incorporated herein) and new Oakland accounts	\$10.04	\$10.04	\$10.14	\$10.29	\$10.54	\$11.04

New employees hired after June 1, 2000 shall be paid at the wage rate, listed below, (which is a percentage of the regular wage rate) for the first twelve (12) months of employment, after which they shall be moved to the regular rate.

6/1/02
\$8.03(80%)

New employees hired after May 1, 2003, based on the anniversary date of each employee, shall be paid at the wage rate listed below, which is a percentage of the regular wage rate.

Year 1	Year 2	Year 3
80%	90%	100%

(c) Differentials:

Utility Workers/Waxers shall receive a differential of \$.25 per hour over their regular rate of pay.

Ride on Power Sweeper, shall receive a differential of \$.25 per hour for all hours worked sweeping.

1 - HOLIDAYS

(a) Employer shall observe the following holidays:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	*Two (2) Floating Holidays

*The eighth (8th) and ninth (9th) holidays shall be recognized and observed annually under this Agreement. These holidays shall be referred to hereinafter as the floating holidays. The days(s) on which the floating holiday(s) are observed shall be determined by the Employer at least thirty (30) days prior to the observance day and the employees affected shall be so notified. The Employer agrees to furnish the Union with a list of employees who had received their floating holiday upon the loss of the account.

- (b) Employees Hired on or After 1/27/88
The following holidays will be observed:

New Year's Day	Thanksgiving Day
Labor Day	Christmas Day
4th of July	One (1) Floating Day (Effective 5/1/94)

- (c) For employees hired after June 1, 2000 the following shall apply:

New Years Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

2 - VACATIONS

- (i) All employees who have been employed by the Employer for a period of one (1) year or more shall receive at least the following benefit:

- a) One (1) year - two (2) weeks vacation with pay annually.
- b) Five (5) years or more - three (3) weeks vacation with pay annually.
- c) Fifteen (15) years or more - four (4) weeks vacation with pay annually

- (ii) Employees Hired on or After 1/27/88:

All employees who have worked for the Employer for a period of one (1) year shall be granted one (1) week of vacation with pay annually. All employees who have worked for three (3) years will be granted two (2) weeks of vacation with pay annually.

4 - PENSION PLAN

The Employer agrees to continue to contribute, on behalf of employees hired prior to January 27, 1988, the sum of twenty cents (\$.20) per hour for each straight time hour worked, up to a maximum of 173.3 hours per month by employees covered by this Agreement, for the purpose of establishing and/or maintaining a pension plan.

5 - HEALTH AND WELFARE PLAN

1. For employees hired prior to December 1, 1983, the following shall apply:

- (a) Between the first (1st) and twentieth (20th) day of each month, the Employer shall submit to the rust Fund a list of all employees who have worked eighty (80) or more hours during the preceding calendar month indicating the actual number of hours worked. Employees working less than eighty (80) hours shall not be listed.

- (b) The Employer agrees that the employee benefits established by the General

Employees Trust Fund in the following MENU PLAN Code #66, shall be maintained for the life of this agreement. If the present carrier shall, as a result of loss experience, elects to

increase the premiums, the Employer agrees to pay such increases in order to maintain said benefits.

2. For employees hired between December 1, 1983, and January 26, 1988, Plan Code #68B shall apply along with the following:
- (a) The first (1st) month an employee works eight-eight (88) or more hours per month, no premium shall be made. The employee shall become eligible for benefits after working two (2) consecutive months of eight-eight (88) straight time hours.
 - (b) The second (2nd) consecutive month of working eight-eight (88) or more hours and thereafter the Employer shall submit to the Trust Fund between the first (1st) and twentieth (20th) day of each month, a list of all employees who have worked eight-eight (88) or more hours during the preceding month indicating the actual number of hours worked. Employees working less than eight-eight (88) hours shall not be listed.
 - (c) The Employer agrees that the employee benefits established by the General Employees Trust Fund in Plan Code 68 shall be maintained for the life of this Agreement. on the following basis: If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay 50% of said increase of over and above his contribution level and the employee agrees to pay 50% of said increase over and above their contribution level.
 - (d) The Employer shall contribute the following amounts on the dates indicated:

Effective June 1, 2003 - \$466.37 (based on May hours).

The Employers agree to increase their contributions by \$17.33 prior to the 50/50 split, effective March 1st for the years 2004, 2005, 2006 & 2007, if needed. Unused amounts will be rolled over to the next year.

If the costs increase above the present cap, the Employers will increase their contributions up to \$17.33 per month to cover that much of the increased costs. Any amounts due over the cap will be paid by the employee through payroll reductions.

Employees hired after January 26, 1988, but prior to May 1, 2003 shall be eligible for Composite health benefits (Plan 65) after twelve (12) consecutive months of employment at 110 hours per month. Employer contribution shall be based on the amounts listed below.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

Effective:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the cap will be paid by the employee through payroll deductions for all employees.

New employees hired after May 1, 2003 shall be eligible for employee only coverage(Plan 67Z) after twelve (12) months and having worked one hundred and ten (110) hours for twelve (12) consecutive months. Maximum employer contribution shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage(Plan65) is effective after thirty (30) months and having worked one hundred and ten (110) hours for thirty consecutive months.

Maximum Employer contributions shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

6 - SICK LEAVE

- (a) Every employee covered by this Agreement, hired prior to 1/27/88, who has been continuously employed by his Employer for a period of at least one (1) year shall be entitled to five (5) days, forty (40) straight time hours, sick leave with pay per year, based on his net hourly pay. A doctor's certificate or other reasonable proof of illness may be required by the Employer.

7 - BEREAVEMENT LEAVE

After one (1) year of employment of an employee hired prior to 1/27/88 and when a death occurs in the immediate family of the employee, said employee shall be eligible for a paid leave not to exceed three (3) days to attend the funeral.

Immediate family shall be defined as:

Father Mother Brother Sister Spouse Children

FOR EMPLOYEES HIRED AFTER 1/26/88, the following shall apply:

SICK LEAVE - FUNERAL LEAVE

Every employee covered by this Appendix who has been continuously employed by his Employer for a period of at least one (1) year on or after April 1, 1992, shall thereafter be entitled to three (3) days sick leave with pay per year. Unused earned sick leave may be accumulated to a maximum of fifteen (15) days at the rate of three (3) days per year.

Employees hired after June 1, 2000 will accumulate sick leave according the following:

Two (2) days accumulated after two (2) years

Three (3) days accumulated after three (3) years

FUNERAL LEAVE

If a death occurs in the immediate family of an employee, he shall be provided up to three (3) days paid funeral leave. However, paid funeral leave shall be deducted from any accrued sick leave. Immediate family is defined as husband, wife, son, daughter, brother, sister, mother, father and grandparents. The Employer may request a death certificate to authenticate the funeral leave claim.

**ZONE 3
AREA 3**

(THE AREA OUTSIDE DOWNTOWN OAKLAND EXCLUDING NEW WORK)

(Refers to buildings in areas excluding AREA 4).

1 - WAGES

- (a) The following minimum wage rates shall apply to employees of the Employer performing work in the following classifications:

Janitor, Janitress, Waxer, Utility, Working Forepersons, Matron Power Sweeper, Window Cleaners

Effective Dates:	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
Hired prior to 12/1/83	\$10.95	\$10.95	\$11.05	\$11.20	\$11.45	\$11.95
Hired after 12/1/83	\$10.04	\$10.04	\$10.14	\$10.29	\$10.54	\$11.04

- (b) The following wage rates apply to all employees hired after 1/26/88:

Effective Dates:	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
	\$9.64	\$9.64	\$9.74	\$9.89	\$10.14	\$10.64

New employees hired after June 1, 2000 shall be paid at a wage rate (which is a percentage of the regular wage rate) for the first twelve (12) months of employment, after which they shall be moved to the regular rate.

6/1/02

\$7.71(80%)

Employees hired after May 1, 2003, based on the anniversary date of each employee, shall be paid at the wage rate listed below which is a percentage of the regular wage rate

Year 1	Year 2	Year 3
80%	90%	100%

- (c) Differentials:

Utility Workers/Waxers shall receive a differential of \$.25 per hour over their regular rate of pay.

Ride-on Power Sweeper in the Union as of April 1, 1991, shall receive a differential of \$.25 per hour all hours worked sweeping.

1 - HOLIDAYS

- (a) Employer shall observe the following holidays:

New Year's Day	Labor Day
Memorial Day	Christmas Day
Washington's Birthday	Thanksgiving Day
Independence Day	Floating Holidays

Each year the Employer shall designate for his employees a "Floating Holiday" which shall be selected by the individual job. Notice to the employees of this eighth (8th) paid floating holiday shall be given at least thirty (30) days prior to the employee's selection of that holiday.

- (b) Employees Hired on or After 1/27/88:

Effective 1/27/88, the following holidays will be observed:

New Year's Day	Thanksgiving Day
Labor Day	Christmas Day
4th of July	One (1) Floating Day (Effective 5/1/94)

- (c) For employees hired after June 1, 2000 the following shall apply:
New Years Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

2 - VACATIONS

- (i) All employees who have been employed by the Employer for a period of one (1) year or more shall receive at least the following benefit:

- (a) One (1) year - two (2) weeks vacation with pay annually.
- (b) Five (5) years or more - three (3) weeks vacation with pay annually.
- (c) Fifteen (15) years or more - four (4) weeks vacation with pay annually.

- (ii) Employees Hired on or After 1/27/88:

All employees who have worked for the Employer for a period of one (1) year shall be granted one (1) week of vacation with pay annually. All employees who have worked for three (3) years will be granted two (2) weeks of vacation with pay annually.

4 - PENSION PLAN

The Employer agrees to continue to contribute, on behalf of employees hired prior to 1/27/88, the sum of five cents (\$.05) per hour for each straight-time hour worked by employees covered by this Agreement for the purpose of establishing and/or maintaining a pension plan. Paid vacation, paid holidays, and paid sick leave are considered as hours worked in computing pension plan contributions.

5 - HEALTH AND WELFARE PLAN

- (a) Between the first (1st) and twentieth (20th) day of each month, the Employer shall submit to the Trust Fund a list of all employees who have worked eighty (80) or more hours during the preceding calendar month indicating the actual number of hours worked. Employees working less than eighty (80) hours shall not be listed.
- (b) The Employer agrees that the employee benefits established by the General Employees Trust Fund shall be maintained for the life of this Agreement. If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay such increases (c) in order to maintain said benefits of Plan Code #66 (attached).
- (c) For employees hired between December 1, 1983, and January 26, 1988, Plan 68B shall along with the following:
 - (a) The first (1st) month an employee works eight-eight (88) or more hours per month, no premium shall be made. The employee shall become eligible for benefits after working two (2) consecutive months of eighty-eight (88) straight time hours.
 - (b) The second (2nd) consecutive month of working eight-eight (88) or more hours and thereafter, the Employer shall submit to the Trust Fund between the first (1st) and twentieth (20th) day of each month, a list of all employees who have worked eighty-eight (88) or more hours during the preceding month indicating the actual number of hours worked. Employees working less than eighty-eight (88) hours shall not be listed.
 - (c) The Employee agrees that the employee benefits established by the General Employees Trust Fund in Plan Code 68 shall be maintained for the life of this Agreement. on the following basis: If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay 50% of said increase of over and above his contribution level and the employee agrees to pay 50% of said increase over and above their contribution level.
 - (d) The Employer shall contribute the following amounts on the dates indicated:

Effective June 1, 2003 - \$466.47 (based on May hours).

The Employers agree to increase their contributions by \$17.33 prior to the 50/50 split, effective March 1st for the years 2004, 2005, 2006 & 2007, if needed. Unused amounts will be rolled over to the next year.

If the costs increase above the present cap, the Employers will increase their contributions up to \$17.33 per month to cover that much of the increased costs. Any amounts due over the

cap will be paid by the employee through payroll reductions.

Employees hired after January 26, 1988 June, but prior to May 1, 2003 shall be eligible for Composite health benefits(Plan 65) after twelve (12) consecutive months of employment at 110 hours per month. Employer contribution shall be based on the amounts listed below.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

Effective:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the cap will be paid by the employee through payroll deductions for all employees.

New Employees hired after May 1, 2003 shall be eligible for employee only coverage(Plan 67Z) after twelve (12) months and having worked one hundred and ten (110) hours for twelve (12) consecutive months. Maximum employer contribution shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage(Plan 65) is effective after thirty (30) months and having worked one hundred and ten (110) hours for thirty consecutive months.

Maximum Employer contributions shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the "cap" will be paid by employees through payroll deductions for all employees.

6 - SICK LEAVE

(a) Every employee covered by this Agreement, hired prior to 1/26/88, who has been continuously employed by his Employer for a period of at least one (1) year shall be entitled to five (5) days, forty (40) straight time hours, sick leave with pay per year, based on his net hourly pay.

7 - BEREAVEMENT LEAVE

After one (1) year of employment of an employee hired prior to 1/26/88 and when a death occurs in the immediate family of the employee, said employee shall be eligible for a paid leave not to exceed three (3) days to attend the funeral. Immediate family shall be defined as:

Father Mother Brother Sister Spouse Children

FOR EMPLOYEES HIRED AFTER 1/26/88, the following shall apply:
SICK LEAVE - FUNERAL LEAVE

Every employee covered by this Appendix who has been continuously employed by his Employer for a period of at least one (1) year on or after April 1, 1992, shall thereafter be entitled to three (3) days sick leave with pay per year. Unused earned sick leave may be accumulated to a maximum of fifteen (15) days at the rate of three (3) days per year.

Employees hired after June 1, 2000 will accumulate sick leave according the following:

Two (2) days accumulated after two (2) years

Three (3) days accumulated after three (3) years

FUNERAL LEAVE

If a death occurs in the immediate family of an employee, he shall be provided up to three (3) days paid funeral leave. However, paid funeral leave shall be deducted from any accrued sick leave. Immediate family is defined as husband, wife, son, daughter, brother, sister, mother, father and grandparents. The Employer may request a death certificate to authenticate the funeral leave claim.

ZONE 3
AREA 4

NEW WORK AGREEMENT

(Refers to all existing New Work Accounts and new or non-Union Accounts in buildings in areas excluding ZONE 3, Area 1) No additional work shall be bid according to these Area standards.

1 - WAGES

- (a) The following minimum wage rates shall apply to employees of the Employer performing work in the following classifications:

Janitor, Janitress, Waxer, Utility and Working Forepersons, Matrons Ride on Power Sweeper,
Window Cleaners

Effective Dates:	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
All Employees:	\$10.04	\$10.04	\$10.14	\$10.29	\$10.54	\$11.04

- (b) The following wage rates apply to all employees hired after 1/26/88:

Effective Dates:	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
Outlying Area	\$9.64	\$9.64	\$9.74	\$9.89	\$10.14	\$10.64

New employees hired after June 1, 2000 shall be paid at a wage rate, which is a percentage of the regular wage rate, for the first twelve (12) months of employment, after which they shall be moved to the regular rate.

6/1/02
\$7.71(80%)

Employees hired after May 1, 2003, based on the anniversary date of each employee, shall be paid at the wage rate listed below, which is a percentage of the regular wage rate.

Year 1	Year 2	Year 3
80%	90%	100%

- (c) Differentials

Utility Workers/Waxers shall receive a differential of \$.25 per hour over their regular rate of pay.

Ride on Power Sweeper in the Union as of April 1, 1991, shall receive a differential of \$.25 per hour for all hours worked sweeping.

2 - HOLIDAYS

Effective 1/27/88, the following holidays will be observed for all employees:

New Year's Day	Thanksgiving Day
Labor Day	Christmas Day
4th of July	1 Floating Day (Effective 5/1/94)

For employees hired after June 1, 2000 the following shall apply:
New Years Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

3 - VACATIONS

All employees who have worked for the Employer for a period of one (1) year shall be granted one (1) week of vacation with pay annually. All employees who have worked for three (3) years will be granted two (2) weeks of vacation with pay annually.

4 - HEALTH AND WELFARE PLAN

Employees hired after January 26, 1988, but prior to May 1, 2003 shall be eligible for Composite health benefits(Plan 65) after twelve (12) consecutive months of employment at 110 hours per month. Plan and Employer contribution shall be based on the amounts listed below.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

Effective:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the cap will be paid by the employee through deductions for all employees.

New employees hired after May 1, 2003 shall be eligible for employee only coverage(Plan 67Z) after twelve (12) months and having worked one hundred and ten (110) hours for twelve (12) consecutive months. Maximum employer contribution shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage(Plan 65) is effective after thirty (30) months and having worked one hundred and ten (110) hours for thirty consecutive months.

Maximum Employer contributions shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the "cap" will be paid by employees through payroll deductions for all employees.

5 - SICK LEAVE - FUNERAL LEAVE

Every employee covered by this Appendix who has been continuously employed by his Employer for a period of at least one (1) year on or after April 1, 1992, shall thereafter be entitled to three (3) days sick leave with pay per year. Unused earned sick leave may be accumulated to a maximum of fifteen (15) days at the rate of three (3) days per year.

Employees hired after June 1, 2000 will accumulate sick leave according the following:

- Two (2) days accumulated after two (2) years
- Three (3) days accumulated after three (3) years

FUNERAL LEAVE

If a death occurs in the immediate family of an employee, he shall be provided up to three (3) days paid funeral leave. However, paid funeral leave shall be deducted from any accrued sick leave. Immediate family is defined as husband, wife, son, daughter, brother, sister, mother, father and grand-parents. The Employer may request a death certificate to authenticate the funeral leave claim.

ZONE 3
AREA 5

(1901 Harrison St. - Old World - Prentiss Property ONLY)

This Appendix applies only to those employees hired to work at the above named property.

1 - WAGES

- (a) The following minimum wage rates shall apply to employees of the Employer, hired prior to July 1, 1988, performing work in the following classifications:

Janitor, Janitress, Waxer, Utility and Working Forepersons, Matrons Ride on Power Sweeper, Window Cleaners

Effective Dates	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
	\$10.30	\$10.30	\$10.40	\$10.55	\$10.80	\$11.30

- (b) The following wage rates apply to all employees hired after July 1, 1988:

Effective Dates	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
	\$10.04	\$10.04	\$10.14	\$10.29	\$10.54	\$11.04

- (c) New employees hired after June 1, 2000 shall be paid at a wage rate, which is a percentage of the regular wage rate, for the first twelve (12) months of employment, after which they shall be moved to the regular rate.

6/1/02
\$8.03(80%)

Employees hired after May 1, 2003, based on the anniversary date of each employee, shall be paid at the wage rate listed below, which is a percentage of the regular wage rate.

Year 1	Year 2	Year 3
80%	90%	100%

- (d) Utility Workers/Waxers shall receive a differential of \$.25 per hour over their regular rate of pay.

Ride-on Power Sweeper in the Union as of April 1, 1991, shall receive a differential of \$.25 per hour for all hours worked sweeping.

1 - HOLIDAYS

- (a) The Employer shall observe the following holidays:

New Year's Day	Thanksgiving
July 4th	Christmas Day
Labor Day	1 Floating Day (Effective 5/1/94)

For employees hired after June 1, 2000 the following shall apply:

New Years Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

3 - VACATIONS

- (a) All employees who have been employed by the Employer for a period of one (1) year or more as of July 1, 1989, shall receive two (2) weeks vacation with pay annually.

- (b) For employees hired after June 1, 2000, the following shall apply:

One week after one year
Two weeks after three years

SECTION 4 - HEALTH AND WELFARE PLAN

For employees hired between December 1, 1983 and January 26, 1988, Plan Code 68B shall apply.

- (a) The first (1st) month an employee works eight-eight (88) or more hours per month, no premium shall be made. The employee shall become eligible for benefits after working two (2) consecutive months of eighty-eight (88) straight time hours.
- (b) The second (2nd) consecutive month of working eighty-eight (88) or more hours and thereafter, the Employer shall submit to the Trust Fund between the first (1st) and twentieth (20th) day of each month, a list of all employee who have worked eight-eight (88) or more hours during the preceding month indicating the actual number of hours worked. Employees working less than eight-eight (88) hours shall not be listed.

The Employer shall contribute a monthly premium for each employee listed subject to their eligibility.

- (c) The Employer agrees that the employee benefits established by the General Employees Trust Fund in Plan code #68B shall be maintained for the life of this Agreement. on the following basis: If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay 50% of said increase of over and above his contribution level and the employee agrees to pay 50% of said increase over and above their contribution level.
- (d) The Employer shall contribute the following amounts on the dates indicated:

Effective June 1, 2003 - \$466.37 (based on May hours).

The Employers agree to increase their contributions by \$17.33 prior to the 50/50 split, effective March 1st for the years 2004, 2005, 2006 & 2007, if needed. Unused amounts will be rolled over to the next year.

If the costs increase above the present cap, the Employers will increase their contribution up to \$17.33 per month to cover that much of the increased costs. Any amounts due over the cap will be paid by the employee through payroll deductions.

Employees hired after January 26, 1988, but prior to May 1, 2003 shall be eligible for Composite health benefits(Plan 65) after twelve (12) consecutive months of employment at 110 hours per month. Plan and Employer contribution shall be based on the amounts listed below.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

Effective:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the cap will be paid by the employee through payroll deductions for all employees.

New employees hired after May 1, 2003 shall be eligible for employee only coverage(Plan 67Z) after twelve (12) months and having worked one hundred and ten (110) hours for twelve (12) consecutive months. Maximum employer contribution shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage(Plan 65) is effective after thirty (30) months and having worked one hundred and ten (110) hours for thirty consecutive months.

Maximum Employer contributions shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the "cap" will be paid by employees through payroll deductions for all employees.

5 - SICK LEAVE - FUNERAL LEAVE

Effective July 1, 1990, all employees who have at least one (1) year seniority as of July 1, 1990 shall be entitled to five (5) days, forty (40) straight time hours pay per year.

Employees hired after June 1, 2000 will accumulate sick leave according the following:

- Two (2) days accumulated after two (2) years
- Three (3) days accumulated after three (3) years

FUNERAL LEAVE

When a death occurs in the immediate family of an employee, hired prior to 7/1/88, he shall be entitled to a paid leave of absence up to three (3) days. Immediate family shall be defined as:

Father Mother Brother Sister Spouse Children

For employees hired after 7/1/88, if a death occurs in the immediate family of an employee, he shall be provided up to three (3) days paid funeral leave. However, paid funeral leave shall be deducted from any accrued sick leave. The Employer may request a death certificate to authenticate the funeral leave claim.

**ZONE 3
AREA 6
1999 HARRISON STREET AND 2101 WEBSTER**

1 - WAGES

- (a) The following minimum wage rates shall apply to employees of the Employer performing work in the following classifications:

Janitor, Janitress, Waxer, Utility and Working Forepersons Matrons, Ride on Power Sweepers, Window Cleaners

Effective:	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
	\$10.04	\$10.04	\$10.14	\$10.29	\$10.54	\$11.04

New employees hired after June 1, 2000 shall be paid at a wage rate, which is a percentage of the regular wage rate, for the first twelve (12) months of employment, after which they shall be moved to the regular rate.

6/1/02
\$8.03(80%)

Employees hired after May 1, 2003, based on the anniversary date of each employee, shall be paid at the wage rate listed below, which is a percentage of the regular wage rate.

Year 1	Year 2	Year 3
80%	90%	100%

- (b) Differentials

Utility Workers/Waxers shall receive a differential of \$.25 per hour over their regular rate of pay.

Ride-on Power Sweeper in the Union as of April 1, 1991, shall receive a differential of \$.25 per hour for all hours worked sweeping.

1 - HOLIDAYS

- (a) Employer shall observe the following holidays:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	*Two (2) Floating Holidays

*The eighth (8th) and ninth (9th) holidays shall be recognized and observed annually under this Agreement. These holidays shall be referred to hereinafter as the floating holidays. The day(s) on which the floating holiday(s) are observed shall be determined by the Employer at least

thirty (30) days prior to the observance day and the employees affected shall be so notified. The Employer agrees to furnish the Union with a list of employees who had received their floating holiday upon the loss of the account.

- (b) For employees hired on or after 4/1/89, the following holidays shall be observed:

New Year's Day	Thanksgiving
Labor Day	Christmas
4th of July	One (1) Floating Day (Effective 5/1/94)

For employees hired after June 1, 2000 the following shall apply:
New Years Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

3 - VACATION

- (a) All employees who have been employed by the Employer for a period of one (1) year or more shall receive at least the following benefit:

- 1) One (1) year - two (2) weeks vacation with pay annually.
- 2) Five (5) years or more - three (3) weeks vacation with pay annually.
- 3) Fifteen (15) years or more - four (4) weeks vacation with pay annually.

- (b) Employees hired on or after 4/1/89:

All employees who have worked for the Employer for a period of one (1) year shall be granted one (1) week of vacation with pay annually. All employees who have worked for three (3) years will be granted two (2) weeks of vacation with pay annually.

4 - PENSION PLAN

The Employer agrees to contribute on behalf of employees hired prior to 4/1/89 the sum of fifteen (\$.15) cents and, effective 4/1/90, reduced to ten (\$.10) cents per hour for each straight time hour worked, up to a maximum of 173.30 hours per month by employees covered by this Agreement, for the purpose of establishing and/or maintaining a pension plan. No contributions shall be made on employees hired after 4/1/89.

5 - HEALTH AND WELFARE PLAN

- (a) The first (1st) month an employee works eighty-eight (88) or more hours per month, no premium shall be made. The employee shall become eligible for benefits after working two (2) consecutive months of eight-eight (88) straight time hours.
- (b) The second (2nd) consecutive month of working eight-eight (88) or more hours and thereafter, the Employer shall submit to the Trust Fund between the first (1st) and twentieth (20th) day of each month, a list of all employees who have worked eight-eight (88) or more hours during the

preceding month indicating the actual number of hours worked. Employees working less than eighty-eight (88) hours shall not be listed.

The Employer shall contribute a monthly premium for each employee listed, subject to their eligibility.

- (c) The Employer agrees that the employee benefits established by the General Employees Trust Fund in Plan Code 68B, shall be maintained for the life of this Agreement. on the following basis: If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay 50% of said increase of over and above his contribution level and the employee agrees to pay 50% of said increase over and above their contribution level.
- (d) The Employer shall contribute the following amounts on the dates indicated:

Effective June 1, 2003 - \$466.37 (based on May hours).

The Employers agree to increase their contributions by \$17.33 prior to the 50/50 split, effective March 1st for the years 2004, 2005, 2006 & 2007, if needed. Unused amounts will be rolled over to the next year.

If the costs increase above the present cap, the Employers will increase their contributions up to \$17.33 per month to cover that much of the increased costs. Any amounts due over the cap will be paid by the employee through payroll deductions.

Employees hired after January 26, 1988, but prior to May 1, 2003 shall be eligible for Composite health benefits(Plan 65) after twelve (12) consecutive months of employment at 110 hours per month. Plan and Employer contribution shall be based on the amounts listed below.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

Effective:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the cap will be paid by the employee through payroll deductions for all employees.

New employees hired after May 1, 2003 shall be eligible for employee only coverage(Plan 67Z) after twelve (12) months and having worked one hundred and ten (110) hours for twelve (12) consecutive months. Maximum employer contribution shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage(Plan 65) is effective after thirty (30) months and having worked one hundred and ten (110) hours for thirty consecutive months.

Maximum Employer contributions shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the "cap" will be paid by employees through payroll deductions for all employees.

6 - SICK LEAVE

- (a) Every employee covered by this Agreement, hired prior to 4/1/89, who has been continuously employed by his Employer for a period of at least one (1) year shall be entitled to five (5) days, forty (40) straight time hours, sick leave with pay per year, based on his net hourly pay. A doctor's certificate or other reasonable proof of illness may be required by the Employer.
- (b) Every employee hired after 4/1/89 who has been continuously employed by his Employer for a period of at least one (1) year on or after April 1, 1992, shall thereafter be entitled to three (3) days sick leave with pay per year. Unused earned sick leave may be accumulated to a maximum of fifteen (15) days at the rate of three (3) days per year.
- (c) Employees hired after June 1, 2000 will accumulate sick leave according the following:
 - Two (2) days accumulated after two (2) years
 - Three (3) days accumulated after three (3) years

7 - BEREAVEMENT LEAVE

After one (1) year of employment of an employee hired prior to 4/1/90, and when a death occurs in the immediate family of the employee, said employee shall be eligible for a paid leave not to exceed three (3) days to attend the funeral.

Immediate family shall be defined as:

Father Mother Brother Sister Spouse Children

For employees hired after 4/1/90, if a death occurs in the immediate family of an employee, he shall be provided up to three (3) days paid funeral leave. However, paid funeral leave shall be deducted from any accrued sick leave. The Employer may request a death certificate to authenticate the funeral leave claim.

**ZONE 3
AREA 7
300 LAKESIDE**

The terms and conditions of employment contained in ZONE 3, AREA 1 shall apply except as follows:

<u>1 - WAGES</u>	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
	\$11.08	\$11.08	\$11.18	\$11.33	\$11.58	\$12.08

2 - HEALTH AND WELFARE

Effective April 1, 1991, the employees working at this site shall be covered under the following terms and conditions:

- (i) For employees hired prior to December 1, 1983, the following shall apply:
 - (a) Between the first (1st) and twentieth (20) day of each month, the Employer shall submit to the General Employees Trust Fund a list of all employees who have worked eighty (80) or more hours during the preceding calendar month indicating the actual number of hours worked. Employees working less than eighty (80) hours shall not be listed. Benefits (Plan 68B) shall be maintained by the Employer for the life of the Agreement.
- (ii) For employees hired between December 1, 1983 and January 26, 1988, the following shall apply:
 - (a) The first (1st) month an employee works eighty (80) or more hours per month, no premium shall be made. The employee shall become eligible for benefits after working two (2) consecutive months of eighty (80) straight time hours.
 - (b) The second (2nd) consecutive month of working eighty (80) or more hours and thereafter, the Employer shall submit to the Trust Fund between the first (1st) and twentieth (20th) day of each month, a list of all employees who have worked eighty (80) or more hours during the preceding month indicating the actual number of hours worked. Employees working less than eighty (80) hours shall not be listed.
 - (c) The Employer agrees that the employee benefits established by the General Employees Trust Fund in Plan Code #68B shall be maintained for the life of this Agreement. on the following basis: If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay 50% of said increase of over and above his contribution level and the employee agrees to pay 50% of said increase over and above their contribution level.
 - (d) The Employer shall contribute the following amounts on the dates indicated:

Effective June 1, 2003 - \$466.37 (based on May hours).

The Employers agree to increase their contributions by \$17.33 prior to the 50/50 split, effective March 1st for the years 2004, 2005, 2006 & 2007, if needed. Unused amounts will be rolled over to the next year.

If the costs increase above the present cap, the Employers will increase their contributions up to \$17.33 per month to cover that much of the increased costs. Any amounts due over the cap will be paid by the employee through payroll deductions.

Employees hired after January 26, 1988, but prior to May 1, 2003, shall be eligible for Composite health benefits (Plan 65) after twelve (12) consecutive months of employment at 110 hours per month. Plan and Employer contribution shall be based on the amounts listed below.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

Effective:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the cap will be paid by the employee through payroll deductions.

New Employees hired after May 1, 2003 shall be eligible for employee only coverage (Plan 67Z) after twelve (12) months and having worked one hundred and ten (110) hours for twelve (12) consecutive months. Maximum employer contribution shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage (Plan 65) is effective after thirty (30) months and having worked one hundred and ten (110) hours for thirty consecutive months.

Maximum Employer contributions shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the "cap" will be paid by employees through payroll deductions for all employees.

3 - SICK LEAVE

Employees shall accumulate five (5) paid sick days per year.

4- VACATION

Janitors currently entitled to five-and four-week annual vacations will be impacted for the term of this Agreement as follows:

- Five-week vacation will be reduced to four weeks
- Four-week vacation will be reduced to three weeks

5- PENSION

The employer agrees to contribute, on behalf of employees hired prior to December 1, 1983, five (\$.05) cents per hour.

**ZONE 3
AREA 8**

1 KAISER PLAZA

The terms and conditions of employment contained in ZONE 3, AREA 1 shall apply except as follows:

<u>1 - WAGES</u>	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
	\$11.58	\$11.58	\$11.68	\$11.83	\$12.08	\$12.58

2 - HEALTH AND WELFARE

Effective April 1, 1991, the employees working at this site shall be covered under the following terms and conditions:

- (i) For employees hired prior to December 1, 1983, the following shall apply:
 - (a) Between the first (1st) and twentieth (20) day of each month, the Employer shall submit to the General Employees Trust Fund a list of all employees who have worked eighty (80) or more hours during the preceding calendar month indicating the actual number of hours worked. Employees working less than eighty (80) hours shall not be listed. Benefits, (Plan 68B) shall be maintained by the Employer for the life of the Agreement.

- (ii) For employees hired between December 1, 1983 and January 26, 1988, the following shall apply:
 - (a) The first (1st) month an employee works eighty (80) or more hours per month, no premium shall be made. The employee shall become eligible for benefits after working two (2) consecutive months of eighty (80) straight time hours.
 - (b) The second (2nd) consecutive month of working eighty (80) or more hours and thereafter, the Employer shall submit to the Trust Fund between the first (1st) and twentieth (20th) day of each month, a list of all employees who have worked eighty (80) or more hours during the preceding month indicating the actual number of hours worked. Employees working less than eighty (80) hours shall not be listed.
 - (c) The Employer agrees that the employee benefits established by the General Employees Trust Fund in Plan Code #68B shall be maintained for the life of this Agreement. on the following basis: If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay 50% of said increase of over and above his contribution level and the employee agrees to pay 50% of said increase over and above their contribution level.
 - (d) The Employer shall contribute the following amounts on the dates indicated:

Effective June 1, 2003 - \$466.37 (based on May hours).

The Employers agree to increase their contributions by \$17.33 prior to the 50/50 split, effective March 1st for the years 2004, 2005, 2006 & 2007, if needed.

Unused amounts will be rolled over to the next year.

Any amounts due over the cap will be paid by the employee through payroll deductions.

3 - SICK LEAVE

Employees shall accumulate five (5) paid sick days per year.

**ZONE 3
AREA 9**

EAST BAY WINDOW CLEANERS

1 - WAGES

	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
First 60 days of employment	\$10.46	\$10.46	\$10.56	\$10.71	\$10.96	\$11.46
Next 90 days of employment	\$11.74	\$11.74	\$11.84	\$11.99	\$12.24	\$12.74
Next 120 days of employment	\$13.00	\$13.00	\$13.10	\$13.25	\$13.50	\$14.00
Next 180 days of employment	\$14.29	\$14.29	\$14.39	\$14.54	\$14.79	\$15.29
Journeyman Window Cleaner	\$15.57	\$15.57	\$15.67	\$15.82	\$16.07	\$16.57
*Scaffold	\$16.87	\$16.87	\$16.97	\$17.12	\$17.37	\$17.87
*Bos'n Chair	\$17.17	\$17.17	\$17.27	\$17.42	\$17.67	\$18.17

* These rates shall be paid for each hour worked in these classifications.

**2 - HEALTH AND WELFARE, PENSION, HOLIDAYS, VACATION, SICK LEAVE,
BEREAVEMENT LEAVE**

Window Cleaners shall have the same benefits(based on hire date) as all other employees in ZONE 3, AREA 2. Window Cleaners having superior benefits shall be grandfathered and maintain their existing benefits.

**ZONE 4
AREA 1**

(San Mateo County plus the City of Palo Alto from the North side of Oregon Avenue and the North Side of Page Mill Road)

NOTE: Some of the wage and fringe levels are based on date of hire or type of job. Please review all eligibility requirements prior to establishing wage and fringe benefit levels.

1 - HOLIDAYS

(a) The following days shall be observed as holidays:

New Year's Day	Personal Day**
Memorial Day	Labor Day
Independence Day	Thanksgiving Day
Christmas Day	Floating Day*
Employee's Birthday	

*There shall be a ninth (9th) paid holiday which shall be selected by the individual Employer each year for each individual job. Notice to the employees of the ninth (9th) holiday shall be given at least thirty (30) days prior to the Employer's selection of the holiday. In order to qualify for any of the above paid holidays, the employees must have been in the employ of the contractor for thirty (30) calendar days.

One Personal Day in each calendar year is to be scheduled by arrangement between the Employee and the Employer not less than thirty (30) days prior to said day off. In case where an eligible employee fails to make a selection by September 1st of any year, the Employer will then assign the Personal Day off with two (2) weeks notice.

For employees hired after June 1, 2000 the following shall apply:

New Years Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

2 - VACATIONS

(a) All employees who have been in the service of the Employer continuously for one (1) year shall be granted at least two (2) weeks vacation with full pay annually. All employees who have been in the service of the Employer continuously for five (5) years shall be granted at least three (3) weeks vacation with full pay annually. All employees who have been in the service of the Employer continuously for fifteen (15) years shall be granted at least four (4) weeks vacation with pay annually.

(b) For employees hired after June 1, 2000 the following shall apply:

One (1) week after one (1) year
Two (2) weeks after three (3) years

3 - WAGES AND MILEAGE

Wage Rates: The minimum hourly wage rates for the following classifications shall be as follows:

Janitor, Janitress, Waxer, Utility, Working Forepersons, Matrons, Ride on Power Sweepers, Window Cleaners*

	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
Employees hired before May 1, 1986	\$10.76	\$10.76	\$10.86	\$11.01	\$11.26	\$11.76
Employees hired after May 1, 1986	\$10.04	\$10.04	\$10.14	\$10.29	\$10.54	\$11.04

New employees hired after June 1, 2000 shall be paid at a wage rate, which is a percentage of the regular wage rate, for the first twelve (12) months of employment, after which they shall be moved to the regular rate.

6/1/02
\$8.03(80%)

Employees hired after May 1, 2003, based on the anniversary date of each employee, shall be paid at the wage rate listed below, which is a percentage of the regular wage rate.

Year 1	Year 2	Year 3
80%	90%	100%

Window Cleaners

	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
0 - 90 days	\$10.46	\$10.46	\$10.56	\$10.71	\$10.96	\$11.46
90 days - 6 months	\$10.66	\$10.66	\$10.76	\$10.91	\$11.16	\$11.66
6 months - 9 months	\$10.86	\$10.86	\$10.96	\$11.11	\$11.36	\$11.86
9 months - 1 year	\$11.06	\$11.06	\$11.16	\$11.31	\$11.56	\$12.06
Thereafter	\$11.57	\$11.57	\$11.67	\$11.82	\$12.07	\$12.57

Utility Workers/Waxers shall receive a differential of \$.25 per hour over their regular rate of pay.

Ride-on Power Sweeper shall receive a differential of \$.25 per hour for all hours worked sweeping.

4 - HEALTH AND WELFARE

- (a) Between the first (1st) and twentieth (20th) day of each month, the Employer shall submit to the Trust Fund a list of all employees who have worked ninety (90) or more straight time hours during the preceding calendar month. No employer contribution shall be made for employees during their first month of working ninety (90) or more straight time hours.
- (b) The Employer shall contribute a monthly premium for each employee listed, subject to their eligibility. Plan Code #65 shall apply.
- (c) Effective May 1, 1989 and thereafter, new employees at building sites that were serviced by an Employer signatory to a Local 1877 labor agreement on May 1, 1989 shall become initially eligible for said benefits after working three (3) consecutive months of not less than ninety (90) straight time hours. Premiums shall be contributed for their third month's hours, for eligibility beginning their fourth month. There will be no Employer premium made during the first two (2) months of continuous employment.

Effective May 1, 1989, new employees at building sites that were not being serviced by an Employer signatory to Local 19877 labor agreement shall become initially eligible for said benefits after working six (6) consecutive months of not less than ninety (90) straight time hours. Premiums shall be contributed for their sixth (6th) month's hours, for eligibility beginning their seventh (7th) month. There will be no Employer premiums made during the first five (5) months of continuous employment.

After employees have met the initial eligibility requirements, the Employer shall contribute monthly premiums for each employee for any month the employee works not less than ninety (90) straight time hours.
Continued eligibility shall be based on the previous months' hours.

- (d) The Employer shall pay into said Trust Fund towards the maintenance of said plan, the following maximum amounts on a monthly basis for each qualified employee as determined under paragraph (b) above:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the "cap" will be paid by employees through payroll deductions for all employees.

For employees hired after June 1, 2000, the following shall apply:

After an employee works 12 months of 110 hours, Composite coverage will commence on the 13th month under Plan Code #65. Attached.

The above contributions and co-payments will be the same as (d) above.

New employees hired after May 1, 2003 shall be eligible for employee only coverage(Plan 67Z) after twelve (12) months and having worked one hundred and ten (110) hours for twelve (12) consecutive months. Maximum employer contribution shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage(Plan 65) is effective after thirty (30) months and having worked one hundred and ten (110) hours for thirty consecutive months.

Maximum Employer contributions shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the "cap" will be paid by employees through payroll deductions for all employees.

5 - PENSIONS

The Employer agrees to make a pension contribution of one cent (\$.01) per straight time hour for employees covered under the Master Agreement.

ZONE 4, AREA 2 employees are specifically excluded from contribution. Contributions shall be made once each calendar year.

6 - SICK LEAVE - FUNERAL LEAVE

- (a) Every employee covered by this Agreement who has been continuously employed by his Employer for a period of at least one (1) year shall thereafter be entitled to five (5) days (forty (40) straight-time hours) sick leave with pay per year. Unused earned sick leave may be accumulated to maximum of twenty-five (25) days (two hundred (200) straight-time hours) at the rate of five (5) days (forty (40) straight time hours) per year.

Employees hired after June 1, 2000 will accumulate sick leave according the following:

Two (2) days accumulated after two (2) years

Three (3) days accumulated after three (3) years

FUNERAL LEAVE

- (b) If a death occurs in the immediate family of an employee, he shall be provided up to three (3) days paid funeral leave. However, paid funeral leave shall be deducted from any accrued sick leave. Immediate family is defined as husband, wife, son, daughter, brother, sister, mother father and grandparents. The Employer may request a death certificate to authenticate the funeral leave claim.

**ZONE 4
AREA 2**

FORMERLY CALLED NEW WORK AGREEMENT

No more work will be bid under this Appendix. See Zone 2 for non-union bidding. Refers to employees of all sites which are:

- (a) Now under the "Supplemental Agreement" of the 1986 - 1989 Agreement of the Employer and the Union, and
- (b) Serviced or being bid by firms not signatory to a Local 1877 labor agreement at the time immediately prior to the Employer commencing servicing the site, including new sites.

It is expressly understood that the following wages terms and conditions solely apply to sites that meet the above requirements.

All other provisions of this Master Agreement and Zone 4 Area 1 shall apply except as specifically modified below.

1 - WAGES

The following minimum hourly wage rate and bonus.

Janitor, Janitress, Waxer, Utility, working Forepersons, Matrons, Ride On Power Sweeper, Window Cleaner

Effective Dates:	6/1/02	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
	\$9.64	\$9.64	\$9.74	\$9.89	\$10.14	\$10.64

New employees hired after June 1, 2000 shall be paid at a wage rate, which is a percentage of the regular wage rate, for the first twelve (12) months of employment, after which they shall be moved to the regular rate.

6/1/02

\$7.71(80%)

Employees hired after May 1, 2003, based on the anniversary date of each employee, shall be paid at the wage rate listed below, which is a percentage of the regular wage rate.

Year 1	Year 2	Year 3
80%	90%	100%

Differentials

Utility Workers/Waxers shall receive a differential of \$.25 per hour over their regular rate of pay.

Ride-on Power Sweeper shall receive a differential of \$.25 per hour for all hours worked sweeping.

2 - HOLIDAYS

Effective May 1, 1989, the Employer shall observe seven (7) holidays:

- | | |
|------------------|------------------|
| New Years Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Personal Day* |
| Labor Day | |

*One Personal Day in each calendar year is to be scheduled by arrangement between the employee and the Employer not less than thirty (30) days prior to said day off. Failure of the employee to make a selection will automatically add one day to the employee's paid vacation.

For employees hired after June 1, 2000 the following shall apply:
New Years Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

3 - VACATIONS

Effective May 1, 1990 all employees employed by the Employer for a period of one (1) year shall be granted one (1) week vacation with full pay annually. All employees for a period of three (3) years shall be granted (2) weeks of vacation annually.

4 - HEALTH AND WELFARE

Health Insurance and Dental Benefits:

For employees hired between August 1, 1996 and May 1, 2003 after working twelve (12) consecutive months at 110 hours a month or more, the employee will be eligible for Composite coverage, under revised Code Plan #65. Copy of Plan attached.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

Effective:

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the cap will be paid by the employee through payroll deductions for all employees.

New employees hired after May 1, 2003 shall be eligible for employee only coverage(Plan 67Z) after twelve (12) months and having worked one hundred and ten (110) hours for twelve (12) consecutive months,. Maximum employer contribution shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage(Plan 65) is effective after thirty (30) months and having worked one hundred and ten (110) hours for thirty consecutive months.

Maximum Employer contributions shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the "cap" will be paid by employees through payroll deductions for all employees.

5 - SICK LEAVE AND FUNERAL LEAVE

Employees with one (1) year of continuous employment shall be entitled to three (3) days of sick leave per year. Effective May 1, 1994 employees who are eligible for sick leave in accordance with this section shall be entitled to four (4) days of sick leave per year.

Employees hired after June 1, 2000 will accumulate sick leave according the following:

- Two (2) days accumulated after two (2) years
- Three (3) days accumulated after three (3) years

FUNERAL LEAVE

Employees covered in ZONE 4, AREA 2 shall be covered in the same manner as employees in ZONE 4, AREA 1.

6 - SENIORITY

The Employer agrees that employees working under this Appendix shall be transferred into available positions under the Master Agreement. Employees interested in open positions shall first submit a written request to the Employer with a copy to the Union. The Employer will then offer transfers to employees into these positions by company seniority in accordance with their requests on file.

ZONE 5

NEW NON-UNION WORK – ALL AREAS

Effective June 1, 2000, the Employer agrees to notify the Union of the site(s) bid at the non-union rate and the effective date.

WAGES

Start wage when picking up building \$7.50

After 1 year - 50% between \$7.50 and Master Zone/Area

After 2 years - Master rate per Zone/Area

HEALTH & WELFARE

Employee only Coverage - Plan 67 after 12 consecutive months, at 110 hours, Employer pay all.

Composite coverage - Plan 65 after 24 consecutive months, at 110 hours, under conditions for all other employees coming into Plan 65.

HOLIDAYS

New Years Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

VACATION

One week after one (1) year.

Two weeks after three (3) years.

SICK LEAVE

Three (3) days after one year.

Effective May 1, 2003 Zone 5 includes all buildings that are currently serviced by Non-Union contractors. All current Zone 5 jobs, within their first year, will be covered by the following terms of Zone 5 in this agreement.

All wages and benefits are based on the anniversary date of each employee.

WAGES

Year 1	Year 2	Year 3	Year 4	Year 5
\$7.75	\$8.25	\$8.50	\$9.00	Master

Benefits:

Same as new employees hired after June 1, 2000, as listed below:

Sick Leave: Two days after two years and three days after three years.

Vacation: One week after one year and two weeks after three years.

Holidays: New Years Day, 4h of July, Labor Day, Thanksgiving Day and Christmas Day.

Health & Welfare: Employee only coverage(Plan 67Z) is effective after 24 months and having worked 110 hours for 24 consecutive months.

Maximum Employer Contribution shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage(Plan 65) is effective after thirty-six (36) months and having worked one hundred and ten (110) hours for thirty consecutive months.

Maximum Employer contributions shall be according to the following amounts.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the "cap" will be paid by employees through payroll deductions for all employees.

If the Union organizes a job location or has pressured the potential account to accept bids by Union firms only, the Master Agreement shall apply. In order for this section to be operative, the Union must have notified the Employer prior to the bidding process that it is through the Union's efforts that the job is being bid by signatory firms only.

ZONE 5A

Zone 5 A

Zone 5A is for new construction (defined as any building that has never been occupied). Also included are buildings that have been vacant for six months or longer and contracted with a new entity.

For buildings under 150,000 square feet, the Employer shall send the request to the Union. Within 48 hours the Union must respond. If there is no response from the Union, the Employer shall have the right to implement Zone 5A. Such requests shall not be unreasonably denied.

For buildings over 150,000 square feet, the Employer shall send a request to the Union and the Union must respond within five (5) working days. If there is no response from the Union, the Employer shall have the right to implement Zone 5A. Such requests shall not be unreasonably denied.

All wages and benefits are based on the anniversary date of each employee.

Wages

Year 1	Year 2	Year 3	Year 4	Year 5
\$7.75	\$8.25	\$8.50	\$9.00	Master

Benefits:

Same as new employees hired after June 1, 2000, as listed below:

Sick Leave: Two days after two years and three days after three years.

Vacation: One week after one year and two weeks after three years.

Holidays: New Years Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

Health & Welfare: Employee only coverage(Plan 67Z) is effective after 24 months and having worked 110 hours for 24 consecutive months.

Maximum Employer Contribution effective May 2003 or upon ratification, whichever is later, is \$255.49 per month with increases in future years at the percentages shown below. The increases, each year, will be based on March hours for April deposit.

2004	-	\$289.98	(13.5%)
2005	-	\$326.23	(12.5%)
2006	-	\$360.81	(10.6%)
2007	-	\$394.36	(9.3%)

Composite rate coverage(Plan 65) is effective after 36 months and having worked 110 hours for 36 consecutive months.

Plan and Employer contribution shall be based on the amounts listed below..

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$438.47	\$506.33	\$568.54	\$627.89	\$685.47

The following shall be the minimum employee co-payments for employees participating in Kaiser.

6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
\$30.00	\$30.00	\$30.00	\$30.00	\$20.00

Any amounts due over the cap will be paid by the employee through payroll deductions for all employees.

Small Buildings - Zone 5 Tier 1

All buildings 150,000 sq. ft. and smaller currently serviced by non-union contractors. No Health & Welfare for five (5) years from the date of start of contract with customers.

\$0.25 cents buffer over minimum wage.

**SIDE LETTER OF UNDERSTANDING
GENENTECH**

The following are changes to ZONE 4, AREA 1 wages and health and welfare benefits:

1 -HEALTH AND WELFARE

The parties agree that effective June 1, 2003 (based on May hours), the employees working at Genentech shall have \$466.37 paid toward Health Plan #68B by the Employer.

The Employer agrees to increase the Employer contributions in accordance with the below:

4/1/04(based on March hours) \$529.33(13.5%)

4/1/05(based on March hours) \$595.50(12.5%)

4/1/06(based on March hours) \$658.62(10.6%)

4/1/07(based on March hours) \$719.87(9.3%)

The employee contribution shall be 95% of the employee co-pay in Zone 4, Area 1 in accordance with the following below:

4/1/04 – 3/31/07 \$1.50

4/1/07 \$1.00

Any amounts due over the Employer cap will be paid by the employee through payroll reductions.

All employees will qualify for the aforementioned health benefits after three (3) months of employment at 90 hours per month. Employees must work 90 hours per month in order to qualify for medical benefits.

New Employees hired after May 1, 2003 shall be eligible for employee only coverage(Plan 67Z) after twelve (12) months and having worked ninety (90) hours for twelve (12) months. Maximum employer contribution shall be according to the following amounts.

	6/1/03	4/1/04	4/1/05	4/1/06	4/1/07
	\$255.49	\$289.98	\$326.23	\$360.81	\$394.36

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deductions.

Composite rate coverage(Plan 68B) is effective after eighteen (18) months and having worked ninety (90) hours. The Employer and employee contribution rates shall be the same as for employees hired prior to May 1, 2003.

2 - WAGES

Employees hired before

May 1, 1986	5/1/02	5/1/04	5/1/05	5/1/06	5/1/07
	\$11.36	\$11.46	\$11.61	\$11.86	\$12.46

Employees hired after

May 1, 1986	\$10.22	\$10.32	\$10.47	\$10.72	\$11.32
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Employees hired after May 1, 2003, based on the anniversary date of each employee, shall be paid at the wage rate listed below which is a percentage of the regular wage rate listed above. They shall also receive the premiums.

Year 1	Year 2	Year 3
80%	90%	100%

The following premiums shall be effective June 1, 2000 for the respective classifications listed below:

JANITORS - \$0.25 cents

UTILITY - \$0.40 cents

GMP - \$0.50 cents

STANDBY - \$0.55 cents

ASEPTIC - \$0.75 cents

ANIMAL LAB DIFFERENTIAL

The parties also agree that employees working as Animal Handlers and/or Cage Washers will receive Seventy (\$0.70) cents above the base janitorial rate.

All other benefits for new employees hired after May 1, 2003 shall be the same as for all other employees at Genentech

This Side Letter of Understanding shall be incorporated by reference into the Collective Bargaining Agreement between the parties and be made a part of the Agreement.

For the Employer

For the Union

Date: _____

Date: _____

SIDE LETTER OF UNDERSTANDING
Serramonte

The parties hereby agree that those janitorial, table top, and maintenance employees working at Serramonte Center before November 1, 1995 shall receive the following wages and benefits which are superior to Zone 4, Area 1. Differentials and benefits not mentioned herein shall come under Zone 4, Area 1. Employees hired after that date shall fall under Zone 4, Area 1.

1. Wages

Previous contract	5/1/03	5/1/04	5/1/05	5/1/06	5/1/07
	\$11.41	\$11.51	\$11.66	\$11.91	\$12.41

Working Foremen janitors shall be paid the same hourly wage (.625 cents above the janitors rate) as the regular foreman for all hours worked when performing foreman duties.

Maintenance Work: Employees performing maintenance work as defined in a Letter of Understanding between the Employer and the Union shall receive a premium of \$2.00 per hour worked during the time of assignment to perform maintenance work.

2. Holidays

New Years Day, Martin Luther King, Washington's Birthday(President's Day), Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day, Employees Birthday.

3. Vacation

- 1 year - 2 weeks
- 5 years - 3 weeks
- 15 years - 4 weeks

4. Pension

Twenty (.20) cents per hour.

For the Union

For the Employer

Date

Date

LETTER OF UNDERSTANDING

IT IS HEREBY agreed by and between the SERVICE EMPLOYEES UNION LOCAL 1877 and those firms signatory to a Collective Bargaining Agreement with Local 1877 that the work entitled "pressure washing" is excluded from Union jurisdiction.

AGREED FOR SEIU, LOCAL 1877

AGREED FOR REPRESENTED EMPLOYERS

DATE _____

DATE _____

LETTER OF UNDERSTANDING

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.

For the Signatory Contractors

For S.E.I.U. Local 1877

Date: _____

Date: _____

LETTER OF UNDERSTANDING

The parties agree to sit down upon conclusion of negotiations for this new collective bargaining agreement to work out the details of providing contractually obligated information via disk, tape, or e-mail generated by particular computer software. The parties agree that the Employer will not need to change its software applications in order to comply with this side letter. There shall be no additional cost to the Employer.

For the Union

For the Employer

Date: _____

Date: _____