

6316

1,800 workers

MAINTENANCE

CONTRACTORS

MARKET

AGREEMENT

March 1, 2005 through February 28, 2009

SEIU Local 1877
1247 W. Seventh Street, Los Angeles, California 90017
(213) 680-9567

For Health and Welfare or Pension Information Phone (213) 688-7317

47 pages

THIS AGREEMENT, made and entered into this ___ day of _____,
_____, at _____ California by and between
_____, hereinafter Called the Employer and SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL 1877, affiliated with Service
Employees International Union, AFL-CIO, hereinafter referred to as the Union.

The Employer recognizes the Union as the sole collective bargaining
representative for its janitorial and maintenance employees within the retail food
industry within the following counties of the State of California: Imperial, Kern, Los
Angeles; Orange; Riverside; San Bernardino, San Diego, San Luis Obispo, Santa
Barbara and Ventura Counties.

ARTICLE 1- NONDISCRIMINATION

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. Neither the Employer nor the Union shall discriminate for or against any
employee or applicant for employment covered by this Agreement on account of race,
color, religious creed, national origin, age (except as allowed by law) sex, marital status,
physical handicap or veteran status, family status, sexual orientation, or political belief.
It is the policy of the Employer and the Union that the provisions of this Agreement shall
be applied to all employees without regard to race, color, religious creed, national
origin, age (except as allowed by law) sex, marital status, physical handicap (except as
allowed by law), veteran status, family status, sexual orientation, or political belief.

ARTICLE II - UNION RECOGNITION

Section 1. Scope of Bargaining Unit

The Employer recognizes the Union as the sole collective bargaining representative for all employees coming under the classifications of this Agreement or performing the duties of those classifications, and within the jurisdiction of the Union in the counties described above.

Section 2. Subcontracting

A. The Employer shall not subcontract any work as described by the classifications set forth in this Agreement to any employee, person, or company.

ARTICLE III - HIRING AND EMPLOYMENT

Section 1. Union Security

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or tender to the Union the union dues and initiation fees customarily required of members in the manner provided for in this Agreement. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, no later than the 31st calendar day following beginning of employment or following the effective date of this Agreement, whichever is later, become and remain members in good standing, or tender to the Union the union dues and initiation fees customarily required of members in the manner provided for in this Agreement.

Section 2. Inform New Employees

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 New

Member Package. The Union agrees to provide the Employer with copies of this Package.

Section 3. Referral for New Employment Procedure.

A. New Employees

In the interest of maintaining a fair and nondiscriminatory system of referrals of applicants for employment that will protect the interest of employees in their employment status, the Employer and the Union agree to the following system of referral of applicants for employment:

1. When new or additional employees are needed the Employer shall first call upon the Union for such employees requesting the number and classification of employees needed. All applicants for "jobs" shall be referred by the Union to the Employer without reference to their union membership or lack of such membership.
2. The Union shall refer applicants to the Employer upon the Employer's request.

B. The Employer shall be the sole judge of the qualifications of all applicants and retains the right to reject any applicant for employment referred by the Union.

C. If the Union is unable to refer applicants to the Employer within forty-eight (48) hours after a request, the Employer may then hire persons from other sources.

D. In the event Employer uses an employment agency under this Article, all fees charged will be paid by the Employer.

ARTICLE IV - CHECKOFF

Section 1. Payment of Membership Initiation and Dues

A. The Employer agrees to a checkoff for the payment of Union dues and initiation fees and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of signed authorizations of such

employees, and according to the method set forth below. The Employer shall be the agent for receiving such moneys and the deduction of said dues by the Employer shall constitute payment of said dues by the employees.

B. For newly hired employees, half of the initiation fee and the first month's dues shall be deducted from the employee's paycheck for the first payroll period with an ending date on or after the thirty-first (31st) calendar day following the beginning of said employee's employment. The balance of the initiation fee and the next month's dues shall be deducted from said employee's first paycheck in the following calendar month. Regular monthly dues for such employee shall thereafter be deducted from the employee's first paycheck in each calendar month. In the event the employment of any employee terminates on or after the 31st calendar day following the beginning of his/her employment, and any initiation fees and/or dues are unpaid, such initiation fees and/or dues shall be deducted from such employee's final paycheck, including payment for any pro-rated vacation pay or any other compensation.

C. The monthly dues for all other employees shall be deducted from the employee's first paycheck in each calendar month

D. All sums deducted for monthly dues and/or initiation fees shall be remitted to the Union not later than the fifteenth (15th) day of the following calendar month after deduction, together with an alphabetized list of all employees specifying the following:

1. The names of all employees who have received pay during the calendar month for which remittance is made.

2. The amount of deduction for each employee for whom a deduction was made.

3. The names, addresses, social security numbers, phone numbers, dates of hire and job locations of all employees whose names are listed on the above list for the first time shall be provided by the Employer to the Union at its request no more frequently than every four (4) months.

4. A notation of "No Authorization" beside the name of any employee who has not signed a payroll deduction authorization.

5. The Union shall have the right to receive, within five days, upon request, the corrected addresses of any employees covered by this Agreement.

6. The Employer agrees that the list set forth in this Article shall be submitted in a form, which is mutually acceptable to both parties.

E. In the event the Employer violates any of the terms and provisions of this Agreement, and specifically in the event the Employer fails to deduct and remit the proper union initiation fees and dues or fails to comply with the hiring procedures, the Union may consider such conduct on the part of the Employer a material breach of the Agreement and, notwithstanding any other provision of this Agreement, shall have the right to take any legal action the Union may consider necessary. In addition to any legal action the Union may take, the Employer, in the event of a violation of any terms of this Article, shall be liable to the Union for the amount of initiation fees and/or dues, and in addition all legal and accounting costs and fees, not to exceed fifteen percent (15%) of the obligation or liability, plus all reasonable legal fees and court costs in the event the Union files a civil lawsuit.

ARTICLE V - MAINTENANCE OF MEMBERSHIP

Any employee who does not maintain membership in good standing with the Union or tender to the Union the dues and initiation fees customarily required of members of the Union as set forth in this Agreement, shall, upon notice of such fact in writing from the Union to the Employer, be terminated.

ARTICLE VI- ENFORCEMENT

Section 1. Right of Enforcement

In addition to any legal action the Union may take, the Employer, in the event of a violation of any terms of this Agreement, shall be liable to the Union for the amount of initiation fees and/or dues, and in addition all legal and accounting costs and fees,

not to exceed fifteen (15%) of the obligation or liability, plus all reasonable legal fees and court costs in the event the Union files a civil lawsuit.

Section 2. Union Access

A. Union representatives shall be permitted to visit any and all operations of the Employer, provided such visits shall not interrupt the work of any employees.

B. The Employer agrees to assist the Union in obtaining access, including all documents and papers, to job locations of the Employer where clearance is required. The Union agrees to cooperate by providing adequate notice.

Section 3. Union Steward

The Employer agrees to recognize the union stewards who are designated by the union. The Employer and the union stewards will cooperate in enforcing this Agreement.

Section 4. Lie Detector Tests

Nothing in this Agreement shall prohibit any employee from volunteering to take a lie detector test, however, the Employer shall not require any employee to take any lie detector test and shall not take any discriminatory or disciplinary action against an employee who refuses to take a lie detector test, regardless of the circumstances involved.

ARTICLE VII- NO STRIKE / NO LOCKOUT

A. For the duration of this Agreement, the Union agrees that it will not authorize, sanction, aid or engage in any strike or stoppage of work for any reason, except as provided in this paragraph or paragraph B below. Any employees who violate any of the terms of this Article may be subject to discharge from employment with the Employer or any other form of discipline. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action for any employee covered by this Agreement to refuse to go through or work behind any picket line established by

another labor organization because of a strike authorized by the appropriate County Federation of Labor or Central Labor Council and the Service Employees International Union, or for the Union to authorize, sanction, aid or engage in any strike or stoppage of work relating to any such picket line. The Employer agrees that during the same period it will not engage in, cause, or aid in a lockout of employees covered under the Agreement, except that this prohibition shall not apply when the Union takes economic action as provided in paragraph B below.

B. Notwithstanding paragraph A above, or any other provision in the Agreement, it shall not be a violation of this Agreement for the Union to engage in economic action, or cause for discipline or discharge for any employee who participated in such economic action, under the following conditions:

1. In the event the Employer fails or refuses to abide by any award of an arbitrator issued pursuant to formal or expedited arbitration procedures under this Agreement.
2. In the event the Employer fails or refuses to proceed to arbitration under the terms of this Agreement of a grievance filed pursuant to this Agreement within three months of the date that the grievance was originally filed.

ARTICLE VIII - MANAGEMENT RIGHTS

Management shall have the sole and exclusive right to manage, direct and operate its business, except where expressly limited under the terms of this Agreement or by provisions of applicable state or federal laws. Such rights include, but are not limited to the following:

1. To determine the nature and scope of its business operations;
2. To hire and fire employees under its supervision;
3. To organize and direct its work force;
4. To increase or reduce the work force in its discretion as sound business judgment dictates;

5. Assign, promote or demote employees under its supervision or control;
6. To lay off employees for lack of work;
7. To enact reasonable company work rules and regulations to promote safety and efficiency in operation;
8. To discipline employees, including issuing verbal and written warnings, suspensions or terminations.

It is the understanding of the parties hereto that, notwithstanding the enumeration of the foregoing rights of Management, the Union recognizes that Management has certain residual rights that are vested and though not expressly mentioned nevertheless they have not been ceded or limited by virtue of their omission. Management recognizes and agrees to exercise its rights consistent with its obligations under all applicable state and federal laws.

ARTICLE IX - UNEMPLOYMENT INSURANCE & WORKERS COMP.

Section 1. Submission of Information and Employer's Use of Consultants

In the event an employee files for Unemployment Insurance benefits and the Employer requests a determination or provides any information that may form the basis for a disqualification of the employee from such benefits, the Employer shall provide the Union with a written copy of all such information at the time of submission to the California State Department of Employment.

Section 2. Workers' Compensation

A. The Employer agrees to abide by the Workers' Compensation laws of the State of California covering each employee coming under the terms and conditions of this Agreement. The Employer will submit to the Union proof that it has complied with this requirement.

B. Each Employer signatory to this Agreement shall submit a list of physicians and medical facilities who are approved by the Employer and/or his/her insurance carrier. It is the intent of the parties to this Agreement that this list shall contain sufficient names within each geographical area so that employees will have an adequate number of physicians and medical facilities from which to choose for treatment of work incurred injury or illness. After reviewing this list, the Union may suggest that additional names be added and/or that names be deleted from this list. The Employer shall not unreasonably withhold approval of names submitted by the Union. Said list shall be reconstructed annually.

C. Employees who sustain an industrial injury or industrial illness and who require treatment and who have not submitted designation forms of personal physician as- permitted by law shall be required to secure that treatment from a physician or medical facility listed on the above-mentioned list of acceptable physicians or medical facilities after he/she has first reported the occurrence of such injury or illness to his/her Employer. The choice of a physician or medical facility, listed as acceptable, shall be made by the employee. No attempt shall be made by Employer or Union to prejudice said employee either for or against any list of physicians or medical facility. The Employer has the responsibility to take all steps necessary to insure any employee who suffers an industrial injury or industrial illness shall receive medical attention as needed.

D. The Employer will continue to make payment of health and welfare premiums for the benefit of any employee who suffers industrial injury or illness for the period of employee's temporary disability payments not to exceed the calendar month in which the employee suffers the industrial injury or illness and the next two succeeding calendar months. During periods of industrial temporary disability, employee's seniority rights and privileges shall continue to accrue to the employee as if the employee had continued working.

E. No Employer shall discharge or discriminate against or refuse to hire any member of the Union because said employee elected to pursue any Workers' Compensation remedies guaranteed to him/her by state law.

F. The Employer will not unreasonably refuse to pay for an employee's entire shift in the event said employee is required to leave work due to industrial injury or industrial illness.

ARTICLE X - WAGES

Section 1. Minimum Wage Scales

A. The wage scales and economic benefits in Appendix "B" of this Agreement are minimum wage scales and economic benefits for each geographical area. Nothing in this Agreement shall be interpreted to prohibit an Employer from paying higher wage rates or additional benefits than are set forth in this Agreement.

B. Where the Employer takes over employees who are already covered under the terms of this Agreement but who are working at a job location at which there are wage rates, in excess of those provided in this Agreement, or under some other collective bargaining agreement, such employee shall continue to receive his/her basic wage rates, plus health and welfare, and pension benefits as described in this Agreement's health and welfare and pension Articles.

Section 2. Payment of Wages

A. All wages shall be paid by check. Such check shall specify the total number of hours worked, and contain an itemized list of all deductions.

B. Wages shall be paid either weekly or biweekly, but in no event shall wages be paid on a semi-monthly basis.

C. In no event shall any pay period be changed where either the intent or effect is to avoid the payment of overtime.

Section .3 Unit of Work Time

The minimum unit of work time shall be one-quarter (1/4) hour. Any time worked by an employee which is less than fifteen (15) minutes shall be considered as a full one-quarter (1/4) hour.

Section 4 Availability of Paychecks

A. Paychecks shall be made available at the job location or mailed to the employee or the employee may, at employee's option, pick up his/her own check on his/her own time at the Employer's place of business. In the event the employee elects to pick up his/her own check on his/her own time at the Employer's place of business, then the Employer agrees to post a schedule of check pick-up and to provide both the employee and the Union with a copy of the check pick-up schedule.

B. Paychecks shall be made available to the employee, or placed in the mail no later than four (4) office work days after the close of the pay period. Each employee shall be notified when his/her pay period ends.

C. Newly hired employees shall have the right to request and receive up to one (1) week's wages, for all hours worked before completing his/her first scheduled pay period.

Section 5. Payment for Travel

A. Any employee who is required to move from location to location in the course of performing his/her work assignments shall be paid for all time spent in traveling between such locations, in addition to the hours actually spent working at the various job locations.

B. Travel time, as defined in Paragraph A of this Section 5, shall be counted as time worked for purposes of computing the total daily and weekly hours worked and any overtime premium, where applicable.

C. In determining time worked for the Employer, the period of employment shall begin at the time the employee is required to report either at the Employer's office or at

the job location, whichever is earlier, and shall include time traveled from a job location back to the office, if so required by the Employer.

Section .6 Payment for Use of Employee's Own Vehicle

A. Each employee who is required by the Employer to furnish his/her own vehicle to carry any equipment or supplies between locations shall be reimbursed for use of the vehicle for each required mile driven at the rate set by the Internal Revenue Service of the US Department of the Treasury (IRS). Whenever the IRS increases the amount of mileage reimbursement exempt from declaration as income, the Employer shall increase the rate of mileage reimbursement equal to the new IRS guidelines, effective January 1st of the year in which the adjustment is made.

B. All payments made to the employee to reimburse him/her for the use of his/her own vehicle shall be paid at each pay period, either by separate check or together with the payroll check with the amount of such reimbursement itemized on the payroll check stubs.

C. The Employer shall carry non-ownership liability insurance on the vehicle of each employee who is required by the Employer to use his/her own vehicle in connection with his/her work. In the event the Employer falls to secure such insurance, the Employer shall assume full responsibility for all damage to the vehicle and agrees to pay and be responsible for all legal fees, court costs, or damages incurred by the employee through the use of his/her own vehicle during the course of his/her work.

Section 7 – Changes to the Minimum Wage

An amount equal to any increase in wages or benefits, which is mandated by a change in the California or Federal Minimum Wage Law, shall be credited against any increases which would thereafter come into effect as a result of this Agreement. For example, on 1/1/02 an employee's wage would increase by 50 cents per hour as a result of a change in the California or

Federal Minimum Wage Law. Effective 3/1/02 that employee would be eligible to receive a twenty-five (25) cent per hour increase under the terms of this Agreement. The employee's wage rate on 3/1/02 would be not increased. Notwithstanding any other provision of this Agreement, employees shall make at least thirty (30) cents per hour over California or Federal minimum wage rates. This provision shall not apply to any "Living Wage" law or ordinance adopted by any political subdivisions of the State of California."

Section .8 Inspection of Records

A. 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.

B. The Union shall have the right to inspect and audit, at the Employer's premises where such records are customarily maintained, all payroll records and time sheets and all other records, papers, or documents of the Employer which relate to the terms and conditions of this Agreement. In the event the results of such inspection or audit reveal that the Employer has violated any term or condition of this Article, the Employer shall be liable for the cost of such audit, including legal fees, such costs not to exceed fifteen percent (15%) of the obligation or liability.

C. The Employer shall have available records setting forth the number of hours worked, job location, and complete individual payroll information for each employee on a quarterly basis.

D. The Employer shall provide the Union annually a list as to each employee's sick leave and vacation accrual.

ARTICLE XI - HOURS

Section 1. Day's Work

A. Eight (8) hours within not more than nine (9) hours shall constitute a day's work. All employees shall receive one (1) ten (10) minute paid rest period during

each four (4) hours of work. Time and one-half (1 1/2) shall be paid to all employees who work in excess of eight (8) hours per day. In lieu of the foregoing, employees employed by the Employer at job sites located in: Imperial, Kern San Diego, San Luis Obispo and Santa Barbara Counties shall receive overtime pay in accordance with the appropriate State of California or Federal regulations as they relate to daily and weekly overtime pay. There shall be no split shifts.

B.. Any employee who is required to remain on the premises of the Employer or any job location shall be paid for all such time, including overtime, regardless of whether or not work is performed. In the event that such employee is required to remain on the premises more than eight (8) hours, then the overtime rate shall apply.

Section 2. *Week's Work*

Forty (40) hours' work shall constitute a week's work. Time and one-half (1-1/2) shall be paid to any employee who works in excess of forty (40) hours per week or on the sixth (6th) consecutive day. . In lieu of the foregoing, employees employed by the Employer at job sites located in: Imperial, Kern San Diego, San Luis Obispo and Santa Barbara Counties shall receive overtime pay in accordance with the appropriate State of California or Federal regulations as they relate to daily and weekly overtime pay

Section 3. *Minimum Hours*

An 8 hour employee shall be guaranteed four (4) hours pay each time he/she is required to report for work.

ARTICLE XII - WORKING CONDITIONS AND JOB EXPENSE

Section 1. *General Requirements*

A. The Employer agrees to provide and to properly maintain equipment and materials adequate to perform any and all work assignments.

B. The Employer agrees to provide proper safety appliances and equipment to safeguard the health and safety of all employees, and to observe all federal and state laws regarding working conditions.

C. In the event an employee is required to wear a uniform, overalls, or special work shoes, the Employer shall furnish and maintain all such items.

E. The Employer shall maintain suitable lockers, soap, and towels for employees where possible.

Section 2. Accidental Breakage,

Employees shall not be liable for any accidental breakage.

ARTICLE XIII - MAINTENANCE OF WORKING CONDITIONS

Section 1. Current Agreement

The Employer shall not reduce the number of employees or the man hours worked or rates of pay, or change the starting or quitting time of any employee at any job location because of the execution of this Agreement.

Section 2. Layoff and Reduction of Staff

The Employer shall give immediate notice to the Union and effected employees that they are to lose a job site or layoff positions.

Employees on layoff, and regular part-time and extra employees shall receive preference over all new hires in the event the Employer hires new employees, as provided in Article III. Provided that said employee has applied for said position.

Section 3. Registration of Job Location

The Employer shall furnish to the Union, in writing, the names and addresses of all jobs, the number of employees on each job and classifications, wage rates and hours employed per week. This information shall be submitted to the Union by the Employer within thirty (30) days after the execution of this Agreement, on a standard form approved by the Union.

Section 4. Termination of Employer's Services

A. The Employer shall furnish to the Union, in writing, on a standard form approved by the Union, the name and address of any job where the Employer's services are being terminated, together with the number of employees, classification, number of man hours worked per day and per week, starting and quitting time of each employee and the wage rate of each employee at the job location.

B. Whenever possible, the above information shall be submitted to the Union in the required form at least two (2) weeks prior to the date the Employer's services are to be terminated.

Section 5. New Jobs

The Employer shall notify the Union, in writing, on a standard form approved by the Union, of the name and address of any new job he/she obtains, within five (5) days of his/her acquisition of such job. Such notice shall include the number of employees to be used on the job, by classification, and wage rates and hours employed.

Section 6. Sale or Transfer of Business or Jobs

In the event the Employer purchases, sells or transfers his/her business or any job location or accounts, he/she shall notify the Union in writing of the names and addresses of any jobs purchased, sold or transferred and the names of the employees employed at such job locations or accounts.

Section 7. Job Bidding Information

A. The Employer shall provide in writing, on a standard form approved by the Union, the following information for any job location covered by this Agreement within forty-eight (48) hours upon receipt of a request from the Union:

1. The number of employees and the name of each employee,
2. Job classifications,
3. Number of man-hours worked per day, and per week,
4. Starting and quitting times of each employee and scheduled days,

5. The wage rate of each employee,
6. The original hiring date of each employee with the Employer, other employers or at the job location, whichever is earlier.

B. The Union agrees that it will designate an authorized person(s) to request the stated information. 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 Section 10 of this Article only when it has been determined that bona fide bids are being requested. Further, the Employer agrees that he/she will only contact the authorized person(s) as designated by the Union when complying with the provisions of Section 10 of this Article.

Section 8. Job Bidding Procedure

Whenever the Employer bids or takes over the servicing of any job location where the present employees are working under the terms of a collective bargaining agreement to which a local of the Service Employees International Union is signatory, the Employer agrees to do the following:

1. Contact the Union for the number of employees, all job classifications, number of man hours worked per day and per week, starting and quitting time of each employee and the wage rate of each employee at the job location.
2. Subject to language contained elsewhere in this Agreement and, specifically, employ all existing employees, under the wage and benefit levels of this Agreement.

Section 9. Change of Employer

A. The Employer shall not enter into an agreement, written or verbal, direct or indirect, that will prohibit or limit in any manner, any person's or company's right to hire the employees of the Employer, or the right of any employee to accept any

such employment following the termination of the services of the Employer at any job location, building or establishment.

B. In the event of any change of Employer at any job location, the original date of hire of each employee at the job location or of any other employment with the displaced Employer or Employers, in the event of more than one change of Employer, shall constitute the beginning of the seniority of such employee and shall apply to all benefits set forth in this Agreement. The employees will assume their prior seniority as provided for in the "Seniority" provisions of this Agreement after the successful conclusion of a ninety (90) day probationary period with the Employer party to this Agreement.

Section 10. Inspection of Records

The Union shall have the right to conduct an investigation, including the inspection and auditing of any books or records of the Employer at any job location, store or establishment; in order to determine whether a provision of the Agreement has been violated. The Union shall have the right to conduct such investigation of the books and records of the Employer at the office the Employer where such books and records are customarily maintained.

Section 11. Non-covered Locations

A. Upon the assumption of work at any job location not currently covered by this Agreement, the Employer will employ existing employees (provided the Employer's client has no objections to said employees) up to the number in the Employer's contract proposal with its Client for the job-location. Said retained employees will be entitled to receive the wages and other benefits pursuant to the terms and conditions of this Agreement.

The employees by the Employer per the above paragraph will commence seniority as provided for in the "Seniority" provisions of this Agreement after the

conclusion of a ninety (90) day probationary period with the Employer party to this Agreement.

B. Where the Employer is assuming a cleaning contract at a non-covered location and the Union has an active organizing drive, the Employer shall not reduce the wages and benefits of the employees in question. In determining current wages and/or benefits the Employer is entitled to calculate into said determination its entire wage and benefits package for the job-location in question. The Employer agrees to contact the Union prior to any actual reduction of the number of employees and discuss the effects of such reduction, in good-faith with the Union.

Pursuant to this paragraph, in the event, the Employer's Client objects to the retention of an effected employee, the Employer will make a good-faith effort to place the employee in question at another job-location. The union reserves the right to verify said previously referred to Client objections.

Section 12. Union Enforcement

The Union agrees to fairly and equitably enforce this Article and will audit, when necessary, Employers who have submitted the information as required by this Article and will investigate, including the visiting of job locations, in order to verify the information provided by the Employers. All information received by the Union shall be used only for the purposes of enforcing the terms and conditions of this Agreement.

Section .13 Remedy

In the event of a grievance or dispute regarding any violation of this Article, and the dispute proceeds to arbitration in accordance with Articles XXII and XXIII of this Agreement, the Arbitrator shall have the right, jurisdiction and the authority to grant all appropriate relief, including an order for specific performance and/or injunction.

ARTICLE XIV - HOLIDAYS

Section 1 Holiday Observance

A. The following holidays shall be observed as holidays with pay for each employee:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. In the event a holiday falls on an employee's regular day off, the employee shall be granted an additional day's pay or an additional day off with pay for said holiday. The Employer shall have the right to determine whether the employee receives an additional day's pay, or an additional day off with pay.

C. In order to provide employees with three (3) day weekends when Holidays fall on Saturday, Sunday, or Monday, the Employer agrees to meet and negotiate an alternative work schedule. The alternate work schedule shall recognize customer needs and not increase employer costs.

D. The work shift beginning on the actual calendar date of the holiday shall be considered the holiday shift for all purposes, including the payment of premium pay.

Section 2 Holiday

A. Pay for holidays not worked shall be at employee's regular rate of pay. Any employee who works a forty (40) hour weekly schedule shall receive not less than eight (8) hours pay for the holiday, regardless of the number of hours the employee would have been scheduled to work on the day the holiday is observed.

B. Pay for holidays worked shall be at the rate of time and one-half (1-1/2) for all hours worked in addition to the employee's regular holiday pay referred to in Section 1 (A) of this Article. Any employee who is called in to work on a stated holiday shall be guaranteed a full workday. Such employee shall not be required to work less than his/her regular shift, and shall be paid in accordance with the provisions of this

Paragraph B. e.g. This means as an example: A normal six (hours) employee would receive holiday pay as follows – six (6) hours at straight time plus time and one-half (1 ½) on all hours worked on said holiday. If the employee does not work on the holiday he would receive only six (6) hours pay. An eight (8) hours employee would receive eight (8) hours of holiday pay plus time and one-half (1 1/2) on hours worked on the holiday. If the eight (8) hours employee did not work the holiday he would receive only eight (8) hours pay for the un-worked holiday.

C. The Employer shall not substitute an additional day off for any holiday where the intent or effect is avoid paying any employee at the premium rate for all hours worked on a holiday.

D. Non-worked holidays shall be counted as time worked for the purpose of computing overtime, unless the holiday falls on the employee's regular day off.

Section 3. Observance of Holidays Not Listed in this Agreement

A. Where an employee is denied access to his/her job location because it is closed for a holiday that is not listed in the geographical appendix covering his/her job location, the employee shall receive that holiday with pay.

B. Where a job location is closed for a holiday that is not listed in its appendix and one or more employees are denied access to their job location, but a partial crew is called into work, then each employee called in to work shall receive not less than five (5) hours work at the rate of time and one-half (1-1/2) in addition to his/her regular day's pay.

C. Where a job location is closed for a holiday, but no employee is denied access to his/her job, that holiday shall be treated as a regular work day, and each employee shall work his/her regular shift.

ARTICLE XV- LEAVES OF ABSENCE

Section 1. Family and Medical Leave Act

- A. The Employer agrees to comply with the provisions of the California and Federal Family and Medical Leave Acts.
- B. Wherever benefits pursuant to this Agreement are superior to benefits provided under the California and Federal Family and Medical Leave Acts, those benefits shall prevail.

Section 2. Illness or Injury Leave

- A. Any employee with at least six (6) months' service shall be granted a leave(s) of absence up to a period of one (1) month for bona fide illness, accident or injury, and shall be restored to his/her regular job upon presentation of a doctor's certificate that he/she is able to return to work.
- B. An employee with at least (one) year's service shall be granted a leave(s) of absence up to a period of six (6) months, under the conditions set forth in Paragraph A of this Section.
- C. An employee with five (5) years' service, and thereafter, shall be granted a leave(s) of absence up to a period of one (1) year, under the conditions set forth in Paragraph A of this Section.
- D. For all purposes of this Article, service shall mean the employee's total months of employment with the Employer of from his/her original date of hire as defined in Article XIII, Section 9, Paragraph B.

Section 3. Industrial illness or Injury Leave

Any employee who suffers an industrial injury or illness shall be granted a leave of absence during his/her total period of industrial temporary disability.

Section 4. Military Leave

For the protection of the rights and privileges of all men and women who have served in the Armed Forces of the United States, both parties hereto agree to observe

the provisions and spirit of that section of the Uniformed Services Employment and Reemployment Rights Act of 1994 Title 38, Chapter 43, U.S. Code Annotated) which provides for the re-employment of veterans.

Section 5. State Disability and Workers' Compensation

A. In the event an employee who is ill or injured is entitled to receive State Disability Insurance payments or Workers' Compensation payments, "PTO" benefits accrued by such employee from the Employer shall be paid in a manner that does not interfere with such employee's receipt of full benefits due him/her from State Disability Insurance or Workers' Compensation Insurance. The employee is required to furnish the Employer copies of S.D.I. statements received.

B. The Employer shall compute the money value of all "PTO" benefits due such employee at the time he/she becomes disabled and shall pay to the employee each week an amount equal to the difference between the employee's State Disability weekly benefit or Workers' Compensation weekly benefit and the employee's normal weekly pay until the money value of the employee's sick leave benefits is exhausted.

C. In the event the employee returns to work before the money value of his/her "PTO" benefits has been exhausted, any remaining money value shall be converted back to days and restored to the credit of the employee for future use or accumulation.

Section 6. Accrual of Seniority while On Leaves of Absence

A. Absence of ninety (90) days or less due to illness or injury, bereavement, or sick leave shall be considered as time worked for purposes of seniority, including vacation accrual and sick leave benefits.

B. In the event such leaves of absence exceed ninety (90) days, the employee's former seniority shall be restored upon his/her return to work but no seniority shall have accrued during the period of absence in excess of ninety (90) days.

Section 7. Unpaid Personal Leave

Employees with three (3) years of service shall be granted unpaid personal leave of absence up to 30 days per year, upon the employee's written request, in addition to other leaves provided for in this Article.

Section 8. Unpaid Union Leave

Any non-probationary period employee in good standing with the Employer, who accepts employment with the Union, shall, upon written request to the Employer by the Union, receive an unpaid leave of absence for the period of his service with the Union of not less than thirty (30) days nor more than ten (10) months. Such leave shall not be taken between November 15 and January 5. The number of employees eligible to exercise this option shall be limited to three (3) employees per Employer per year.

The Union's request for such leave of absence, and for the return and for the return of an employee shall be served upon the Employer a minimum of two (2) calendar weeks prior to the leave, and prior to the return respectively. An Employee shall not be granted more than one (1) leave of absence during the term of this Agreement, nor shall such leave be granted to any employee, who, at the time of the request is on leave from the Employer for any other reason. Not more than one (1) employee shall be granted such leave from the same job site location during the same period of time.

During the period of such leave of absence, the Union shall be obligated to make all Trust Fund contributions on behalf of the involved employee.

ARTICLE XVI - PTO BENEFITS

The parties to this Agreement desire to implement a paid time off ("PTO") benefit in lieu of the more traditional method of compensating employees for the

following paid benefits: sick leave, vacation days, bereavement days and jury duty.

Section 1 - Benefit Rate

A. Upon the completion of his/ her probationary period and starting with the fourth (4th) month of employment, a full-time employee shall commence earning "PTO" at the rate of .5 days per month. Upon completion of twelve months of employment said employee will be entitled to utilize a maximum of six (6) "PTO" days. Employees in this category who are employed less than full-time earn "PTO" on a pro-rata basis.

B. During his/her thirteenth (13th) through twenty-fourth (24th) months of employment a full-time employee shall earn "PTO" at the rate of 1.0 days per month to a maximum of twelve (12) days per year. Employees in this category who are employed less than full-time shall earn "PTO" on a pro-rata basis.

C. During his/her twenty-fifth (25th) through forty-eighth (48th) months of employment a full-time employee shall earn "PTO" at the rate of 1.33 days per month to a maximum of sixteen (16) days per year. Employees in this category who are employed less than full-time shall earn "PTO" on a pro-rata basis.

D. During his/her forty-ninth (49th) or more months of employment a full-time employee shall earn "PTO" at the rate of 1.75 days per month to a maximum of twenty-one (21) days per year. Employees in this category who are employed less than full-time shall earn "PTO" on a pro-rata basis.

E. For the purposes of this Article a full time employee shall be defined as any employee who is employed by the Employer on a regular basis for one hundred seventy three and one-third (173.33) or more hours per month.

Section 2 - Utilization

A. An employee may utilize a "PTO" day(s) off up to the amount that he/she has earned at the time said employee requests "PTO".

B. In order for an employee to be eligible to utilize earned "PTO" days he/she must notify the Employer in writing at least fourteen (14) working days in advance of the requested "PTO" days off he/she intends to utilize. The

Employer will confirm or deny the employee's request no later than seven (7) working days from the receipt of the employee's original fourteen-day (14) day notice. Upon substantiation acceptable to the Employer, the Employer may waive the advance notice requirements. Notwithstanding the foregoing language contained in this paragraph; employees utilizing "PTO" for sick day(s) purposes are not required to notify the employer fourteen (14) days in advance. The employee must leave a message on his/her supervisors voice mail by five o'clock (5:00 p.m.), prior to the shift he/she would be missing due to said sick day purposes.

C. When two (2) or more employees request the same "PTO" period of time off the more senior employee shall be given preference by the Employer.

D. An employee may elect to cash out at the rate of one-hundred percent (100%) up to one-half of his or his earned "PTO" benefits which he/she has earned at the completion each of his/her personal anniversary date of employment.

E. Employees who quit or are terminated for any reason except dishonesty, narcotics or drinking alcohol on the job shall receive all earned and uncompensated "PTO" provided the employee(s) has been employed by the Employer at least six (6) months from the date of hire.

F. An employee on FMLA may utilize "PTO" to the extent he/she has earned said "PTO".

G. "PTO" will be calculated as time worked for the purposes of seniority and health and welfare qualifying time.

H. Employees may carry over unutilized "PTO" days to a maximum which is the equivalent of 24 months earned "PTO" days (e.g. 24 months multiplied by the applicable "PTO" rate).

I. Employees must cash out at the rate of one hundred percent (100%) any "PTO" earned in excess of the maximum carry over named in paragraph "H"

J. All applicable benefits, such as, vacation benefits earned by an employee of the Employer prior to March 1, 2001, shall be converted by the Employer to "PTO" benefits on March 1, 2001.

ARTICLE XVII - HEALTH AND WELFARE

This Article covers employees of the Employer who are covered by this Agreement. It expresses the understanding of the Employer and the Union concerning Employer contributions to the Health and Welfare Plan on behalf of such employees:

Section 1. Plans

All Employer contributions referred to in this Article shall be paid into the California Service Employees Health and Welfare Trust Fund (formerly the Building Service Health and Welfare Trust Fund), to the Depository Bank, Lock Box No. 55258, PO Box 44000, San Francisco, CA 94144-5258, as named by the Board of Trustees. 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.

Section 2. Trust Fund

The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust of the California Service Employees Health and Welfare Trust Fund and any plan documents or summary plan description thereof, as each of these may from time to time be amended by the Board of Trustees, and hereby acknowledges prior receipt of a copy thereof.

The Employer shall comply with all the provisions of the California Service Employees Health and Welfare Trust Fund and shall maintain, furnish and make available for audit such data and records as the Trustees may require, as provided in the Agreement and Declaration of Trust of the California Service Employees Health and welfare Trust Fund.

Section 3. Coverage

Between the first (1st) and the tenth (10th) day of each calendar month, the Employer shall submit to the Trust Fund, (1) a list of employees who have worked

and/or been paid for the equivalent of one hundred ten (110) hours and who have been employed by the Employer for thousand forty (1040) hours or more during the preceding calendar month and, (2) contributions due thereon. Paid vacations, holidays and sick leave shall be included in computing qualifying hours.

Effective for March 1, 2005 coverage, the Employer shall contribute the necessary funds, as determined by the Trustees of the California Service Employees Health and Welfare Trust Fund, the amount necessary to provide Kaiser Family Plan "C" coverage including: Pacific Union Dental Plan and \$5,000.00 (member only) Life Insurance (including \$2500.00 eligible dependant Life Insurance) for all otherwise eligible employees in both Areas 1 and 2 as described in Section 3 of this Article and are covered under this Agreement as per Article II of this Agreement. The initial rate of the Employer's contribution as of March 1, 2005 shall be five hundred seventy dollars and twenty cents (\$570.20).

Section 4. Maintenance of Benefits

It is agreed that the employee benefits established hereunder shall be maintained for the life of this Agreement. If the cost of providing such benefits shall increase during the term of this Agreement, the Employer agrees to pay such increase in premiums as may be necessary in order to maintain the employees benefits.

Section 5. Family Leave Act

Any employee who has worked and/or been paid for the equivalent, or more, of the qualifying hours (as specified in this Article) in the preceding calendar month and who is on leave pursuant to the Federal or California Family Leave Act (FMLA) and does not work and is not paid for necessary number of qualifying hour in that month or consecutive subsequent months while on FMLA shall have her/his Health and Welfare

payments made by the Employer as if the employee had worked and/or been paid for the qualifying hours.

ARTICLE XVIII – PENSION

A. The employer agrees to contribute to the S.E.I.U. National Industry Pension Fund each month a sum based on a certain cents-per-hour contribution for each hour paid for and/or worked by all employees, who have completed three (3) months of employment for the purpose of maintaining the Pension Plan. The employer shall contribute to the Trust for all hours worked and/or paid for at each job location or for each employee, the sum of fifteen (15) cents per hour beginning with March.01, 2005 hours on behalf current employees with more than three (3) months of service.

B. The Employer shall pay on or before the fifteenth (15th) day of each month the contribution for all hours paid during the preceding calendar month, and shall continue the same for the life of this Agreement. Such payments shall be made to the Trustees of the S.E.I.U. National Industry Pension Fund, 1313 L St., N.W., Washington, D.C. 20005.

C. The payroll records and time sheets of the Employer shall be open for inspection by any authorized representative designated by the Pension Plan Trustees.

D. If the Employer fails to make any contribution required hereunder, any affected employee or the Union to which he/she belongs acting on his/her behalf may, without proceeding through the grievance procedure of this contract, file a suit or action in any court of competent jurisdiction to enforce such contributions, and as a part of the judgment in such suit or action, the

court shall award a reasonable amount as and for necessary attorney fees and court costs.

E. The Employer hereby acknowledges that he/she agrees to be bound by all provisions of that certain Agreement and Declaration of Trust dated February 15, 1953, establishing the said S.E.I.U. National Industry Pension Fund and further hereby becomes a Party to said Agreement and Declaration of Trust. The Employer acknowledges that he/she has been given a copy of said instrument:

F. The Employer shall comply with all of the provisions of the Pension Plan and Trust and shall maintain, furnish and make available for audit at the Employer's Los Angeles office such data and records as the Trustees may require, as provided in the Trust Indenture and Plan.

ARTICLE XIX - MAINTENANCE INDUSTRY LABOR-MANAGEMENT COOPERATION TRUST FUND

The Employer agrees to contribute on a monthly basis to the Maintenance Industry Labor-Management Cooperation Trust Fund, on behalf of each employee covered by this Agreement, the sum of one (1) cent for each hour worked/paid by said employees. Said contribution beginning with December 2005 hours shall be increased to two (2) cents per hour and increased to three (3) cents per hour beginning with March 2007 hours.

ARTICLE XX - SENIORITY AND DISCHARGE

Section 1. Seniority

A. For purposes of this Agreement, Seniority shall be defined as the employee's original date of hire, after the completion of a ninety (90) day probationary period, with the Employer or as provided elsewhere in this Agreement, whichever is

longer, for all employees covered by this Agreement; provided that any employee who loses seniority pursuant to this Agreement and is thereafter employed shall have a new date of hire for purposes of seniority.

B. Provided that the more senior employee is qualified to perform the work, for regular full-time and part-time employees, seniority shall apply to the selection of openings on the regular shift, vacation scheduling and selection, layoffs, reductions in staff and reductions in hours, job shutdowns in excess of seven (7) days. In the event of a layoff or staff reduction pursuant to this paragraph, the effected employee may exercise seniority by "bumping" the least senior employee at a store location which is no more than a radius of twenty-five (25) miles from the store where said layoff or reduction in staff has occurred.

C. Any employee on layoff shall continue to accrue his/her seniority and all concomitant benefits for a period of ninety (90) days.

D. If an opening occurs in the job classification at the job location from which the employee has been laid off, the most senior laid-off employee on recall status shall be offered the position prior to it being offered to any other employee.

E. An employee who has been laid off shall be eligible to be recalled to the job location from which he/she has been laid off for a period of five (5) months from the effective date of layoff, provided that the laid-off employee must register with the Union for work as an extra or regular part-time employee for an employer covered by this Agreement within the five (5) month period. Employees on recall status shall retain their original date of hire for purposes of seniority.

F. Regular part-time employees shall be entitled to the same seniority protection as regular full-time employees, except as may otherwise be provided in this Agreement.

G. Seniority for extra employees (also referred to as temporary or on-call) shall be calculated as defined in Paragraph A. Seniority for extra employees shall be utilized for purposes of vacation, sick leave, and temporary dispatch and referral

pursuant to Article III. Seniority for extra employees shall also be utilized in the event of layoffs, reduction in hours, or reduction in staff, provided that extra employees' seniority shall not be utilized to displace any regular full-time or part-time employee.

Extra employees are defined as those employees utilized and assigned by an Employer to work in place of permanent employees who are on vacation, sick leave, other leaves or otherwise absent, or are assigned in addition to or in lieu of regularly assigned employees at a job location.

H. Notwithstanding any language which may be contained elsewhere in this Article or this Agreement, seniority for all employees hired before December 12, 2005 and who are employed by the Employer in: Imperial, Kern, San Diego, San Luis Obispo, and Santa Barbara counties will be considered to have a seniority and start date of December 12, 2005 for all purposes.

Section 2. Discharge

A. Except in cases of drunkenness, dishonesty or the misuse, sale or distribution of controlled substances, and except as provided elsewhere in this Agreement, employees will receive twenty-four (24) hours' notice of termination in writing, or one (1) day's pay in lieu thereof.

B. Discharge or other discipline shall be for cause only. When an employee is discharged or suspended, the Employer shall give the employee a written statement as to the reasons for such termination or suspension. Such notice shall be delivered to the employee within twenty-four (24) hours after his/her termination or suspension. The Union, upon request, shall have the right to receive a copy of such notice.

C. Warning notices in excess of one (1) year old shall not be used as part of the discipline process. Warning notices shall not be transferred between Employers.

D. During the first (1ST) ninety (90) days of employment, the termination of an employee by the Employer shall not be subject to the Arbitration provisions of this Agreement.

ARTICLE XX - GRIEVANCE AND ARBITRATION PROCEDURE

A. Any grievance or dispute concerning the interpretation or application of this Agreement may be submitted as a grievance, but such grievance need not be considered unless notice in writing is served upon the other party setting forth the nature of the grievance.

When such notification is served upon the other party, the following procedure shall be observed:

1. The Employer or his/her representative shall meet with a representative of the Union and attempt to resolve the issue in dispute; if then they are unable to resolve the dispute, it shall upon request of the moving party:

2. Be referred to a committee composed of two representatives designated by the Union and two representatives designated by the Employer; if this committee is unable to resolve the dispute to the satisfaction of both parties within five (5) days, the moving party may:

3. Submit its grievance to an impartial arbitrator for arbitration. In the event the parties are unable to agree upon the selection of an arbitrator within twenty-one (21) calendar days after the referral to arbitration, the parties shall then exchange lists of five 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 periods until an arbitrator is selected.

C. The arbitrator's decision shall be final and binding on both parties hereto. The Arbitrator shall have the jurisdiction and authority to grant all appropriate relief, including an order for specific performance and/or an injunction.

D. The arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto.

D. Nothing contained in this Article shall prevent an employee or the on Union from taking legal action that may be required to enforce any terms or conditions of this Agreement.

E. Nothing contained in this Article shall prevent an employee or the Union from submitting claims for alleged wage shortages, or improper contributions to the Health and

F. Welfare Trust Fund or the Pension Trust Fund to the appropriate governmental agency for determination and enforcement without proceeding through the grievance and arbitration procedure.

G. No grievance concerning an employee's discharge or any other disciplinary action shall be considered unless the aggrieved employee files a complaint with the Union, in writing, not more than thirty (30) days after the date of his/her discharge or other disciplinary action.

ARTICLE XXI- EXPEDITED ARBITRATION PROCEDURE

A. In order to provide for the timely and informal resolution of disputes, grievances filed pursuant to Article XIX 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, 1998, 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 a precedent in any future proceeding.

E. Any arbitration held under the provisions of this Step Four 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 or any other disciplinary action shall be considered unless the aggrieved employee files a complaint with the Union, in writing, not more than thirty (30) 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 XIX of this Agreement, wherein the parties are not limited to representation by any person of their choice.

ARTICLE XXII -IMMIGRATION AND NATURALIZATION SERVICE

The parties agree as follows:

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. 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 not violate the privacy rights of employees, without their express consent, by revealing to third parties, including the I.N.S. any employee's name, address, or other similar information, unless required by law. The Employer shall notify affected employees and the Union in the event it furnishes such information to any third party.

D. 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 seven (7) working days of commencement of the absence. The Employer shall grant a reasonable extension of the period of absence if the request is made within the seven (7) working day period. The Employer may require documentation of appearance at such proceedings.

E. Employees shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number.

F. Notwithstanding any other provision herein, an employee may not be discharged or otherwise disciplined (in relationship to immigration issues) because:

- 1) The employee (hired on or before November 6, 1986) has been working under a name or social security number other than their own,
- 2) The employee (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her actual name or social security number.
- 3) The employee (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of his/her immigration status, or

- 4) The employee is absent from work without notice for a period of seven (7) working days due to circumstances beyond the control of the employee.

ARTICLE XXIII - ASSIGNMENTS

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

B. This Agreement shall be fully binding upon the Employer regardless of a change in entity, name, association or joint venture.

C. In the event the Employer or any person owning an interest in the business of the Employer including ownership of stock if the Employer is a corporate entity, owns, acquires or creates another entity including a sole proprietor, partnership, joint venture or corporation and such other entity performs work and hires employees under the classifications of this Agreement, then such other entity shall be included as an Employer under this Agreement and such other entity shall be fully bound and liable for each term and provision of this Agreement to the same extent as though such other entity is signatory to this Agreement. In addition, if such individual or Employer owns an interest in such other entity, including stock ownership, in the business of the Employer signatory to this Agreement, such individual or Employer shall be personally bound and liable to all the terms, conditions and benefits of this Agreement.

ARTICLE XXIV- CHECKOFF FOR POLITICAL CONTRIBUTIONS

The Employer hereby agrees to honor contribution deduction authorizations from its employees who are Union members in the following form:

I hereby authorize the Employer to deduct from my pay the sum of one cent (\$.01) for each hour paid for and/or worked and to forward that amount to the LOCAL 1877 Committee on Political Education. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the LOCAL 1877 Committee on Political Education are not conditions of membership in the Union or of employment with the Employer and that the LOCAL 1877 Committee on Political Education will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections:

ARTICLE XXV- JOINT COMPUTER PROGRAM USE

All Employers signatory to this Agreement who utilize computerized payroll systems, shall, not later than the fifteenth (15th) day of the month, transmit to the Union the computer magnetic tapes, such blank tapes to be furnished by the Union, used to generate union dues and initiation reports which shall include work location codes, anniversary dates, pay period from which dues were deducted and on a semi-annual basis, listings of addresses for all employees per the provisions of Article IV, Section 1 of this Agreement.

ARTICLE XXVI - SAVING CLAUSE

If any provision of this contract or the application of such provision to any person or circumstance be ruled an "unfair labor practice," or in any other way contrary to law, by any federal or state court or duly authorized agency, the remainder of this contract or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XXVII - FINANCIAL OBLIGATIONS

A. The Union reserves the right to require the Employer to submit a financial statement at any time to prove the Employer's ability to meet the obligations of this Agreement.

B. In the event the Employer shows a financial inability, in the opinion of the Union, to meet any of the obligations of this Agreement or in the event the Employer violates any of terms or conditions of this Agreement, the Union has the right to require that the Employer post an indemnity bond in an amount up to \$10,000 through a recognized bonding company. Such bond will be posted and held by the Union or a third party mutually agreed upon by the Employer and the Union.

ARTICLE XXVIII - COURTESY

A. The Union and the Employer agree that courtesy in day to day communications between employees and supervisors and managers of the Employer should always be present in Employer-Employee relationships. The Union and Employer agree that employees and supervisors and managers should treat each other with dignity and respect.

B. The Employer further agrees that, upon a written request from an employee the Employer will provide employment and other work related information or references formally requested by commercial or government organizations or individuals or prospective employers.

ARTICLE XXIX- MOST FAVORED NATIONS

A. The Union shall not enter into any contracts with any maintenance contractor or company which are more favorable to any contractor or company within the jurisdiction of this Agreement, than this Agreement, including its geographical appendices. The Employer shall be entitled to and shall have the full benefit of any such favorable Agreement.

B. Consistent with its obligations under the National Labor Relations Act in connection with this clause, the Union agrees to provide, upon reasonable periodic request, all information relating to any agreements that the Union may have entered into with other contractors for work subject to this Agreement.

C. The provisions of this Article shall not be deemed to apply to any agreements relating to the initial phase in of standards, rates and benefits with any new signatory to the Maintenance Contractors Market Agreement.

ARTICLE XXX - TERM OF AGREEMENT

A. This Agreement shall become effective as of the 1st day of March, 2005, and shall remain in effect through the 28th day of February, 2009, and from year to year thereafter unless either party has served notice in writing upon the other party no less than sixty (60) days prior to the 28th day of February, 2009 or serves such notice not more than ninety (90) or less than sixty (60) days prior to any subsequent anniversary date of this Agreement, of its desire to cancel, amend or modify this Agreement.

B. Appendices A - C set forth hereinafter are incorporated as a part of this Agreement and shall have the same effect as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto set their hands this day of

_____ 20 _____

FOR the EMPLOYER:

By _____

Title _____

FOR THE UNION:

Service Employees International Union
LOCAL 1877, SEIU, AFL-CIO

By _____

Title _____

(101-23-06)

We, the undersigned Trustees of the California Service Employees Health and Welfare Trust Fund hereby approve the Employer party to the foregoing Collective Bargaining Agreement becoming a party to the Agreement and Declaration of Trust referred to in said Agreement and, pursuant to this approval, said Employer has become a party to said Agreement and Declaration of Trust.

Dated _____

Trustee, California Service Employees Health and Welfare Trust Fund

Trustee, California Service Employees Health and Welfare Trust Fund

We, the undersigned Trustees of the S.E.I.U. National Industry Pension Fund hereby approve the Employer party to the foregoing Collective Bargaining Agreement becoming a party to the Agreement and Declaration of Trust referred to in said Agreement and, pursuant to this approval, said Employer has become a party to said Agreement and Declaration of Trust.

Dated _____

Trustee, S.E.I.U. National Industry Pension Fund

Trustee, S.E.I.U. National Industry Pension Fund

APPENDIX A

Definitions

A. For purpose of Article XVIII: Seniority: qualifications for day shift or a position commonly known in the retail food industry as a "Porter" include, but are not limited to:

- 1) The ability to effectively communicate and work with Store Management;
- 2) The ability to effectively communicate and work with customers;
- 3) The ability to perform the work;
- 4) The ability to read and write English;
- 5) Personal appearance.

APPENDIX B

Market Janitor Start Rates and Wage Increases:

Markets serviced by the Employer which are geographically located in the counties referred to in Article II of this Agreement.

Hourly Start Rate:

Classification		
Janitor/Maintenance	03-01-05	12-12-05
First six (6) months of employment.	\$7.05	\$7.40
Upon the completion of six (6) months of employment the start rate employee will be entitled to receive the next scheduled increase on the date said increase is due.		

*Hourly wage increases to all employees other than those at the Start Rate:

Janitor/Maintenance	12-12-05	03-01-06	03-01-07	03-01-08
Hourly Wage Increase	\$0.10	\$0.20	\$0.20	\$0.20

*Current non start rate employees with six (6) or more months of seniority, shall be eligible to receive upon the ratification date (12-12-05) of this Agreement a one (1) time ratification bonus of seventy-five dollars (\$75.00) upon the execution of this Agreement by the Employer and the Union.

APPENDIX C

A. Where in order for the Employer to acquire and/or maintain a contract job, due to special conditions such as economic distress or other unusual circumstances, the parties agree as follows:

- 1) The Employer shall submit a written request to the Union to place this Appendix into effect.
- 2) The Employer will accompany its requests with a letter specifying the number of employees working at the establishment, their classifications, their starting and quitting times, the total daily man-hours worked at the establishment, and the wages and benefits and other conditions of employment in effect at the establishment.

B. This Appendix shall go into effect on the date the Employer begins service at the establishment and shall remain in effect for three years, at which time all employees working at that establishment shall come under all of the terms and conditions of the Maintenance Contractors Market Agreement currently in effect between the parties. However, in no event shall any of the provisions of Appendix C be placed into effect by the Employer without the express written consent of the Union. In the absence of such express written consent the Employer shall be obligated to comply with each of the terms, conditions and wage rates specified in this Agreement.

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