

AGREEMENT

between

SBM SITE SERVICES

and

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 1877**

Genentech, Vacaville

May 1, 2008 through April 30, 2012

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AGREEMENT

This Agreement is made and entered into effective the dates shown below, by and between **SBM Site Services, Inc.**, 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 **working at the following location:**

**Genentech Corporation
1000 New Horizons Parkway
Vacaville, CA 95688**

ARTICLE I – NON DISCRIMINATION AND NON HARASSMENT

- 1.1 The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, recall or lay off status, because of race, color, ancestry, religion, creed, national origin, age, sex, disability (as defined by the Americans 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.

- 1.2 The Union, the employees and the Employer are 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

2.1 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 are exclusive of clerical, supervisory and management employees. See the Appendices to this Agreement for the classifications covered in each geographic area.

2.2 Authority of Forepersons

The Employer shall not authorize Forepersons or other bargaining-unit employees to impose discipline or perform the following supervisory duties: hiring, assigning permanent schedules or work areas, evaluating employees, adjusting grievances, or determining rates of pay in excess of the levels specified in this Agreement.

- 2.3 The parties have agreed that the classifications covered by this Agreement shall include Janitor, **GMP Janitor, Foreperson and Window Cleaner.**

ARTICLE III – HIRING AND EMPLOYMENT

3.1 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.

3.2 Hiring

- A. When new or additional employees are needed, the Employer shall notify the Union of the number and classifications of employees needed.
- B. 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.
- C. Applicants for jobs shall be referred by the Union to the Employer for employment on a nondiscriminatory basis without reference to their Union membership or lack of such membership, provided that such referral shall not be affected in any way by Union rules, regulations, by laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

In hiring, the Employer shall consider giving preference to applicants previously employed in the Service Employees industry in the local labor market area.

- D. 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.
- E. 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.

3.3 Retention of Employees at Non-Union Sites

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 the specifications of the site. The Employer will give consideration to employees not so retained being hired elsewhere in the company.

ARTICLE IV– CHECK OFF

4.1 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.

4.2 Monthly Remittance

The Employer will furnish the Union with an alphabetical check-off list 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 shall submit union membership forms completed by such new employees. The Employer shall 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.

4.3 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.

ARTICLE V – ENFORCEMENT

5.1 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.

5.2 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 who the Steward and alternates may be in each location.

- B. 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.

5.3 **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.

- 5.4 The Employer will make reasonable efforts to meet with Union Stewards up to thirty (30) minutes a week on company time to review items of concern. Union Stewards may also speak with employees in their own worksites within this thirty (30) minute period. 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.

ARTICLE VI – NO STRIKE/LOCKOUT

- 6.1 The Union and its members shall not authorize, cause, engage in, sanction or assist any strike, boycotts, slow-down of operations, or other stoppages of work during the duration of this Agreement. There shall be no lockouts indulged in by the Employer during the duration of this Agreement.
- 6.2 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.
- 6.3 Honor Union Picket Lines: 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 appropriate Central Labor Council or the Teamsters Joint Councils #7 or #38.
- 6.4 The Union agrees not to utilize Union Access visits scheduled with prior notification to the Employer for the purpose of activities directed to the Employer's client or the client's tenants or employees (including activities or communication related to the Employer); however, this shall not restrict or limit the Union's right to communicate directly with members of the Union.

ARTICLE VII – MANAGEMENT RIGHTS

- 7.1 It is expressly agreed that all rights which ordinarily vest in and are exercised by the Employer, except as such as clearly relinquished herein by the Employer, are reserved to and shall continue to vest in the Employer. This shall include, this enumeration being merely by way of illustration and not by way of limitation, the right to: manage the company and direct the working forces, including the right to hire and to suspend, discipline or discharge employees for just cause, the right to transfer employees from one department and/or classification to another based on the needs of the employer; layoff or relieve employees from work because of a lack of work or for other legitimate reasons based upon the needs of the employer; promote and/or transfer employees to positions and classifications not covered by this Agreement, it being understood that employees in the bargaining unit cannot be forced to take a position outside the bargaining

unit; make such operating changes as are deemed necessary by the Employer for the efficient and economical operation of the company, including the right to change the normal work week, the number of hours normally worked during the work week, the length of the normal work day, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be operated; the right of the Employer to assign duties and tasks; transfer persons from positions and/or classification not covered by this Agreement to positions and/or classifications covered by this Agreement; maintain discipline and efficiency; determine the type of machines and/or equipment to be used or furnished by the Employer, the location of work assignments, within work periods and the methods and means to conduct the business of the Employer; the right of the Employer to establish, eliminate, combine jobs and classifications.

- 7.2 In the event of any conflict between a provision in this Article VII and another provision of this Agreement, or between a provision in this Article VII and a provision of the National Labor Relations Act, the other provision of this Agreement or of the National Labor Relations Act shall prevail.

ARTICLE VIII – WAGES AND MILEAGE

8.1 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 thirty five cents (\$0.35) per mile.

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

- C. The Employer shall carry non-ownership liability insurance on the vehicles in connection with their work.

8.2 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.

- 8.3 Wage scale. Refer to Appendix A for the appropriate wage rates and wage increases applying to **the Genentech, Vacaville facility.**

- 8.4 Foreperson: see Appendix A for specific provisions applying to **the Genentech, Vacaville facility.**

8.5 Payment of Wages

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.

8.6 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.

8.7 **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.

8.8 **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.

8.9 **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.

8.10 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.

8.11 In the event the Employer fails to secure non-ownership liability 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.

8.12 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.

8.13 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.

ARTICLE IX – HOURS

9.1 **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. In cases when there is a change of shift or similar major change affecting an entire group of employees at a worksite (for example, change to day shift or change to "green cleaning" methods), the Employer shall notify the Union.

9.2 **Week's Work**

A week's work shall consist of five (5) days followed by two (2) consecutive days off; the sixth (6th) day shall be paid at time and one half (1 1/2); the seventh (7th) day shall be paid at 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.

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 1/2) 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.

9.3 **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.

9.4 **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 **fifteen (15) minutes** within each four (4) hours working time or major fractions.

9.5 **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.

9.6 **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.

9.7 **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.

9.8 **Replacement of Absent Employees**

When an employee is absent from a worksite due to vacation, leave of absence or similar reasons, the Employer may assign another employee to the worksite temporarily to work the shift of the absent employee.

ARTICLE X – WORKING CONDITIONS AND JOB EXPENSE

10.1 **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.

10.2 **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.

10.3 **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.

10.4 **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.

10.5 **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.

10.6 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 an employee can finish a job, one (1) more hour will be permitted.

There will be two (2) employees required on all jobs where a ladder of eighteen (18) feet or longer is used, one (1) employee 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.

10.7 **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).

ARTICLE XI – MAINTENANCE OF WORKING CONDITIONS

11.1 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, and social security number.
2. Address of employment
3. Wage rate
4. Date of hire
5. Contract Appendix/Section

ABOVE – FOR DISCUSSION

The Union agrees to maintain all of the information submitted pursuant to this Section as confidential and only for internal use by the Union.

- 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 Local 1877 Agreement covering this jurisdiction.

11.2 Probationary Employees

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.

- 11.3 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.

11.4 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.

11.5 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 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.

In addition to the above, upon request by the Union staffing information will be provided up to two (2) times per year for major worksites. This information shall be provided either in electronic format or by mail. Following the execution of this Agreement, the parties shall agree upon a list of worksites to which this provision is applicable.

3. The incoming Employer shall 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 that they can refuse such a transfer; this notification 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 following provisions shall apply specifically to the process of bidding and Employers taking over the servicing of accounts from the previous Employers. The Employer shall not cut the work schedules of any employee which would reduce the number of working hours per day or per week. Only when it is verified in writing by the client that service specifications of a job are altered by the client or that the client requires cost changes that would result in an alteration of service specifications, the Employer may increase or decrease the work force pursuant to the terms of this Agreement.

5. 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.
6. 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.
7. 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.
8. These rules do not apply to window cleaning.
9. The Employer agrees to notify the Union of all new jobs and also to give written notice to the Union of all job cancellations.
10. 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.

11.6 **Operational Changes**

When an Employer needs or is required to make changes and these changes are not connected to the process of bidding or taking over the servicing of an account from a previous Employer, the following provisions shall apply:

- A. The Employer shall notify the Union in writing in advance of the proposed changes at least one (1) week before the date of the changes provided that the Employer has one (1) week's notice; however, such notification does not imply that the Employer must seek the Union's consent to the changes;
- B. The Employer agrees to meet with the Union to discuss the changes;
- C. Any employees laid off as a result of such changes retain shall retain recall rights as defined in this Agreement;
- D. The Employer shall provide training or orientation to employees affected by such changes;
- E. Once the changes have taken effect, the Employer shall meet upon request with the Union to review the changes.

ARTICLE XII – HOLIDAYS

- 12.1 Holiday Benefits: See Appendix A for a list of paid holidays applying to **the Genentech, Vacaville facility**.
- 12.2 Employees who work less than full-time shall have Holiday benefits pro-rated based on hours worked.
- 12.3 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.

- 12.4 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.
- 12.5 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.
- 12.6 See Appendix A for additional holiday provisions applying to **the Genentech, Vacaville facility.**

ARTICLE XIII – VACATION

13.1 Vacation Benefits

See Appendix A for a list of vacation benefits applying to **the Genentech, Vacaville facility.**

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

13.2 Vacation Period

- A. An employee must give the Employer at least thirty (30) days notice of his desire to take a vacation at a particular time.
- B. An employee returning from an authorized vacation shall be placed in his former job.

13.3 Prorated Vacation

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.

ARTICLE XIV – LEAVES OF ABSENCE

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

14.2 Maternity Leave

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.

14.3 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. Employees may also request an

extended leave. 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.

14.4 **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.

14.5 **Sick Leave**

Refer to Appendix A for sick leave benefits applying to **the Genentech, Vacaville facility.**

14.6 **Funeral Leave**

Refer to Appendix B for funeral leave benefits applying to **the Genentech, Vacaville facility.**

ARTICLE XV – HEALTH AND WELFARE

15.1 **Health and Welfare**

This Section 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 and their dependents, as applicable.

15.2 **Trust Fund**

All Employer contributions referred to in this Article shall be paid into the General Employees Trust Fund, at the address designated by the 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.

The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust (as amended) of the General Employees 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 General Employees 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 General Employees Trust Fund.

An Employer which requests that an audit take place out of the jurisdictional area of this Agreement shall reimburse the Trust Fund for all additional costs incurred by the Fund Auditors to include travel and out of pocket expenses.

15.3 **Health Plan, Eligibility and Contributions**

For the appropriate Health and Welfare Plans, Employer contributions and eligibility rules, see Appendix A.

To the extent that this Agreement changes Health and Welfare benefits, the effective date of any such change shall be subject to the rules of the General Employees Trust Fund.

Until an employee has affirmatively enrolled in the Kaiser benefit plan, he/she shall be covered under the default medical plan (ULLICO) as specified by the Trust Fund rules.

15.4 **Family and Medical Leave Act**

The Employer agrees to comply with its obligations to make Health and Welfare payments pursuant to the Federal or California Medical Family Leave Act (FMLA).

15.5 **Responsibility of the Employer**

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.

15.6 **IRS Code 125**

When possible 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.

15.7 **Health Care Legislation**

If, as a result of any federal or state law which may become effective subsequent to the effective date of this Agreement, the level of Health and Welfare benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided hereunder, the parties shall request that the General Employees Trust Fund, to the extent practicable and necessary, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided hereunder. Employers need only expend for this purpose the actual amount required to achieve parity, if necessary, between the benefits provided under any federal state plan as supplemented in the manner hereinabove described.

If any such law requires payment by the Employers party to this agreement to a specified plan or fund which is separate from the Health and Welfare provided under this agreement, the Union and the Employers shall meet to agree on a means of implementing such requirements, and if applicable shall seek a plan of benefits from the General Employees Trust Fund which supplements the federal or state benefits so as to provide benefits in each category comparable to those provided under this agreement. The Employer shall not be required to pay for duplicate coverage, or to pay duplicate health care costs for the same types of benefits, for the same employee as a result of such new federal or state law. It is understood that "duplicate health care costs" could include a new tax to the extent that such new tax pays for duplicate health care coverage for employees covered under this Agreement.

The Employers and the Union shall meet to discuss any other necessary adjustments to the Health and Welfare provisions of this Agreement caused by federal or state legislation on health

care. It is the intent of the parties that total Employer costs will not be increased as result of such discussions.

ARTICLE XVI – PENSION

- 16.1 See Appendix A for pension benefits applying to **the Genentech, Vacaville facility.**
- 16.2 See Appendix B to this Agreement for the rules of participation in the Service Employees International Union National Industry Pension Fund.

ARTICLE XVII – LEADERSHIP TRAINING AND EDUCATION FUND

See Appendix A for contribution rates to the Leadership Training and Education Fund (LTEF) applying to **the Genentech, Vacaville facility.**

ARTICLE XVIII – SENIORITY, TRANSFER, AND LAYOFF

18.1 **Definition of Seniority**

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.

- 18.2 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.

18.3 **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 reasonable 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 reasonable control of the employee, shall be considered a voluntary quit.

- 18.4 Transfers to a different worksite by the Employer shall be for legitimate reasons only and not be used a means of discipline.

18.5 **Transfers and Job Advancement**

All employees desiring either more hours, a full time job, a job in a specific location or geographic area, or a job with higher pay and benefits shall indicate such specifics, in writing, to the Employer. The Employer will keep such requests on file on a list for at least one year.

When vacancies occur at existing worksites, where part-time employees decline seniority rights as stated in Section 3.2.B, or the Employer secures a new account where hiring will occur, all current employees who have a written transfer request on file, and who meet the reasonable qualifications for the position, will be given preference by seniority for such employment opportunities before workers are hired from the street.

An employee shall transfer his or her seniority upon transfer to another work site, except for disciplinary transfer involving just cause initiated by the client.

The Employer will communicate all vacant positions at job sites covered under this Agreement by notification to employees at the Employer's office.

18.6 **Lay-off and Recalls**

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.

18.7 **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.

18.8 An employee shall transfer his or her seniority upon transfer to another work site.

18.9 Workers who request a transfer to another site shall be paid at the wage and benefit level in effect at that job site, provided the vacant position is equal to or better than their current wage and benefit level, corresponding to their level of seniority.

18.10 **Removal of Employees by Client Request**

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 Employer cannot place the removed employee in another position utilizing the above procedures, the Employer shall pay two (2) weeks of pay, which may be for work performed during all or part of that period, to the employee and the employee shall go onto Layoff status.

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.

18.11 Recall from layoff shall be handled in the following manner.

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..

A. 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.

- B. 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 New-Non Buildings and buildings covered under the previous Zones 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.

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

18.12 Recalls of laid-off employees to the site from which they were laid off shall be handled in the following manner:

- A. The Employer will contact the most senior qualified employee.
- B. 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 assign a temporary employee to fill the vacancy until a senior person is selected.
- C. Recall shall be by seniority and qualifications as determined by the Employer of those responding.
- D. Those not responding shall be dropped from the seniority list.

ARTICLE XIX – DISCIPLINE AND DISCHARGE

19.1 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.

19.2 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.

All discipline notices shall be retained in the employee's personnel file for no longer than eighteen (18) months, and thereafter shall be removed from the file and shall no longer count for the purpose of progressive discipline.

Disciplinary steps taken need not be for the same infraction.

- 19.3 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.
- 19.4 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.
- 19.5 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

20.1 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.

20.2 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 thirty (30) 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.

Either party may request the following procedure for any Adjustment Board meeting. 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 decision upon adjournment of the hearing, or by mutual agreement extend such hearing for a period not to exceed ten (10) days.

The mediator shall be chosen from the following list of mediators from the Federal Mediation and Conciliation Service:

Lydia Baca

Gregory Lim
Joel Schaffer
David Weinberg
Jerry Allen

Whichever mediator from the above list who is available on the earliest date available to the parties shall be selected to attend the Board of Adjustment. The parties shall agree upon on a timeline for the mediated Board of Adjustment to be held at the time that either party requests the above procedure. The parties may also mutually agree to modify the list of mediators.

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.

20.3 **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.

The Arbitrator shall not award to an employee back pay for a period beginning more than thirty (30) days prior to the date on which the employee made a written claim or filed a grievance; the Employer must make available a means by which employees can make written claims of pay disputes. This provision shall not apply to scheduled wage increases or benefit increases under this Agreement.

20.4 **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

- 21.1 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 Section 20.2

- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 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.

- 21.8 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.
- 21.9 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.
- 21.10 The Arbitrator shall not award to an employee back pay for a period beginning more than thirty (30) days prior to the date on which the employee made a written claim or filed a grievance; the Employer must make available a means by which employees can make written claims of pay disputes. This provision shall not apply to scheduled wage increases or benefit increases under this Agreement.

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.

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.

ARTICLE XXIII - WORK PRESERVATION

- 23.1 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.
- 23.2 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.
- 23.3 Notwithstanding the provisions of Section 23.1 above, the parties to this Agreement hereby establish a committee composed of two representatives of the Employer and two representatives of the Union.
- 23.4 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.
- 23.5 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.

- 23.6 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.
- 23.7 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

- 24.1 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.
- 24.2 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 by implication 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

- 26.1 The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.
- 26.2 The Employer shall notify the Union by phone or fax and give oral notice to the Union steward, as quickly as possible, if any Department of Homeland Security or Social Security Administration agent appears on or near the premise, or otherwise notifies the Employer of an audit of employee records, so as to enable a Union representative or attorney to take steps to protect the rights of employees.

Notwithstanding the above, this Section shall not require the Employer to take any action prohibited by law or specifically prohibited by a government agency.

- 26.3 The Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within six (6) months of commencement of the absence. To be eligible for such absence the employee must initiate the court or agency proceedings within the first thirty (30) working days of the absence. The Employer shall not withhold a reasonable extension of the period of absence if the request is made within the six (6) month period. The Employer may require documentation of appearance at such proceedings.
- 26.4 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

- 30.1 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.
- 30.2 In the event of any conflict between the language in the main body of this Agreement or in any of the Appendices attached to this Agreement, and any Table of Contents or the Wage and Benefit charts shown in Appendix B Section 4 and Appendix D Section 3, the language of this Agreement shall prevail.
- 30.3 Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this Agreement, which proposal was not incorporated therein, shall be used in the construction of this Agreement.
- 30.4 The parties agree to meet 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 section. There shall be no additional cost to the Employer.

ARTICLE XXXI - MOST FAVORED NATIONS

- 31.1 If, during the term of this Agreement, the Union enters into a Collective Bargaining Agreement in the area defined in AGREEMENT with another Employer or group of Employers covering employees in the classifications covered hereunder, which provides for a compensation package of wage rates, economic fringe benefits, union recognition, or any other provisions which are more favorable to any Employer than the corresponding or similar provisions of this Agreement, then it is agreed that those more favorable conditions will become effective under the terms and conditions of this Agreement on the same date that they become effective under the other Collective Bargaining Agreement.

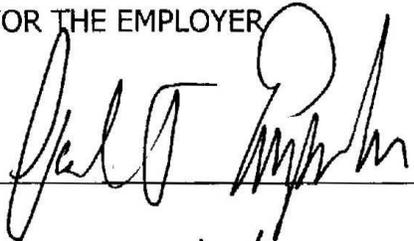
- 31.2 Agreements providing more favorable conditions such as "phase-in" schedules at specified worksites or groups of worksites shall not affect other worksites covered under this Agreement; however, any Employer signatory to this Agreement is entitled to bid on or perform work at such worksites under the agreements providing such more favorable conditions.

- 31.3 Effective the execution of this Agreement, the Union agrees to provide the Multi-Employer Group representing the Employers signatory to this Agreement with any contracts or "phase-in" agreements covering the same jurisdiction as this Agreement when those agreements or contracts are executed between the parties.

ARTICLE XXXII - DURATION OF AGREEMENT

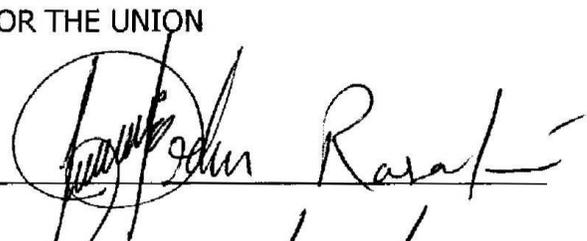
This Agreement shall become effective as of May 1, 2008, and shall remain in effect until April 30, 2012 and shall continue from year-to-year thereafter; provided, however, that each party reserves the right to give notice to the other at least sixty (60) days prior to April 30, 2012 of its desire to change or terminate said Agreement.

FOR THE EMPLOYER



Date: 3/5/10

FOR THE UNION



Date: 2/25/2010

APPENDIX A
ECONOMIC PROVISIONS AT GENENTECH, VACAVILLE

Premium Terms and Conditions at Genentech Facilities. Employees assigned to work at Genentech facilities located in the Vacaville area shall be subject to the following premium terms and conditions of employment:

1. HEALTH AND WELFARE

Coverage for eligible employees shall be under Plan C12 provided through the General Employees Trust Fund, with the following benefits:

Medical – choice of one:

Kaiser Plan S
 ULLICO Plan MP090 - \$500,000 lifetime maximum

Dental – choice of one:

UHC Dental
 Delta Dental Plan MP067 - \$3,000 annual maximum

Delta Orthodontic Plan MP076

Prescription Solutions Plan B - \$2/\$10 per prescription
 Vision Service Plan
 Life and Accidental Death & Dismemberment Insurance - \$10,000 benefit

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

Maximum monthly Employer contributions for Plan C12 shall be as follows:

<u>Effective Date</u>	<u>Maximum Employer Contribution</u>
June 1, 2008 (based on May hours)	\$887.87
April 1, 2009 (based on March hours)	\$985.54 (+11%)
April 1, 2010 (based on March hours)	\$1,093.94 (+11%)
April 1, 2011 (based on March hours)	\$1,214.28 (+11%)

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deduction. If the premium price is less than the "cap" shown above at any time, the Employer shall be only obligated to pay the premium price. The employee copayment shall at all times be no less than one dollar (\$1.00) per month.

2. WAGES

<u>Genentech Classification</u>	<u>Premium</u>	<u>Effective Date:</u>			
		<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Minimum Increase		\$1.15	\$1.15	\$1.15	\$0.80
Base Wage		\$11.75	\$12.90	\$14.05	\$14.85
Janitor	+\$0.25/hr	\$12.00	\$13.15	\$14.30	\$15.10
GMP Janitor**	+\$0.50/hr	\$12.25	\$13.40	\$14.55	\$15.35
Foreperson		\$13.00	\$14.15	\$15.30	\$16.10
Window Cleaner		\$15.78	\$16.93	\$18.08	\$18.88

**Good Manufacturing Processes, including employees in Gowning

The across the board wage increases specified above shall apply to any employee receiving a higher wage than that shown above for his/her classification.

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.

Effective May 1, 2008, employees hired between May 1, 2006 and May 1, 2008 shall be paid at the wage rates listed below which are a percentage of the regular wage rate listed above plus any applicable differentials.

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3 and thereafter</u>
80%	90%	Base wage rate specified above

New employees hired after May 1, 2008 shall receive the wage rates specified below plus any applicable differentials:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Year 1	\$9.15	\$9.40	\$9.65	\$9.90
Year 2	\$10.40	\$10.65	\$10.90	\$11.15

After two (2) years of service, new employees hired after May 1, 2008 shall receive the base wage rate specified above plus any applicable differentials.

3. PENSION

For each hour worked by employees, the employer shall contribute fifteen cents (\$0.15) per hour to the SEIU National Industry Pension Fund.

4. HOLIDAY

The following days shall be observed as paid holidays:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Personal Day
Independence Day	Day After Thanksgiving	Floating Holiday

The Personal Day and the Floating Holiday must be used within each anniversary year of the contract (May 1 to May 1), and must be scheduled by mutual agreement between the employee and the Employer.

5. VACATION

All 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 pay annually. All employees who have been employed by the Employers for five (5) or more years shall be granted three (3) weeks vacation pay annually.

6. SICK LEAVE

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.

7. 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.

8. ADDITIONAL ECONOMIC PROVISIONS BASED UPON MASTER AGREEMENT

The following additional terms of the Northern California Maintenance Contractors Agreement based upon Appendix B – Economic Provisions for Bay Area will apply to the Genentech locations in the Vacaville area.

8.A Wages. All employees covered under this Agreement shall be paid no less than twenty five cents (\$0.25) per hour above the Federal Minimum Wage or California State Minimum Wage, whichever is higher.

8.B Health and Welfare. Paid holidays, paid sick leave and paid funeral leave shall be counted as hours worked for the purpose of eligibility. Paid vacation hours shall be counted as hours worked for the purpose of eligibility unless they are paid in advance as specified in Section 8.C(4) of this Appendix A.

8.C Vacations

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.

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 with this method of payment.

8.D Holidays

- (1) 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.
- (2) If the Employer chooses to work 5 days and pay for 6 days, the sixth day is not overtime.
- (3) 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.
- (4) 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.

8.E Sick Leave

- (1) Any earned sick leave shall accumulate up to a maximum of thirty (30) days.
- (2) 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.
- (3) If an employee 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.

- (4) Sick leave benefits are not convertible to cash bonus upon termination of employment.
- (5) 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.

8.F Leadership Training and Education Fund

The Employer shall contribute the following amounts 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.

<u>Effective Date</u>	<u>Contribution</u>
September 1, 2008	One cent (\$0.01) per hour
May 1, 2010	Two cents (\$0.02) per hour

APPENDIX B
NATIONAL INDUSTRY PENSION FUND APPENDIX FOR COLLECTIVE BARGAINING
AGREEMENTS BETWEEN EMPLOYERS AND SEIU LOCALS

Section 1. COVERAGE

The ("Employer"), agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 3 below.

Section 2. TERM

The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

Section 3. CONTRIBUTIONS

- (a)(1) The Employer agrees to contribute to the Fund the amounts referred to below per paid hour for all eligible employees.
- (a)(2) Effective May 1, 2008, the Employer shall contribute fifteen cents (\$0.15) per straight-time paid hour into the SEIU National Industry Pension Fund.
- (b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine
- (c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.
- (d) Eligible employees shall be those who (1) work nineteen (19) or more hours per week and have been employed by the Employer for ninety (90) days or (2) casual or temporary employees that have worked 1000 hours within a twelve month period. Until contributions are required to be made on behalf of an employee pursuant to the terms of this provision, the employee shall not be deemed to be a covered employee working in covered employment within the meaning of the SEIU National Industry Pension Fund. Any employee who has completed the applicable probationary period stated above as of the effective date of the Collective Bargaining Agreement shall have contributions made on their behalf to the Fund beginning on the effective date of the Agreement without the necessity of meeting any additional eligibility requirement. For those employees who have not completed the applicable probationary period as of the effective date, the Employer shall begin to make contributions beginning with the month following the month during which the employee becomes an eligible employee.

Section 4. TRUST AGREEMENT

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board

Section 5. COOPERATION

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

Section 6. APPROVAL BY TRUSTEES

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

Section 7. MISCELLANEOUS

In the event of any inconsistency between this appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

For the Employer:
By: 
Date: 3/1/10

For the Union:
By:  Rasat
Date: 2/25/2010