

AGREEMENT

between

CUSHMAN & WAKEFIELD U.S. INC.

Covering: AAA Roving Crew

and

**INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 501, AFL-CIO**



February 1, 2020 – January 1, 2023

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501**, including its Subordinate Branches, AFL-CIO, hereinafter referred to as the "Union," and **CUSHMAN & WAKEFIELD U.S. INC.** covering the **AAA Roving Crew**, hereinafter referred to as the "Employer."

ARTICLE I

PURPOSE

A. It is the intent and purpose of the parties hereto to promote harmonious relationships between the Employer and its employees, and to set forth herein the agreement reached covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. The Employer and the Union jointly agree to perform faithfully the obligations imposed by this Agreement, and the Union agrees to cooperate with the Employer in such manner consistent with the provisions of this Agreement, as will ensure the safe, efficient and economical operation of the Employer's buildings. Subject to the terms of this Agreement, it is agreed that the operation of the business, including the making and enforcing of reasonable work rules to assure orderly operation, is exclusively vested in the Employer. It is the further intent and purpose of the parties hereto that the Employer shall have the right to direct and control its employees, to establish the working schedule of its employees, and to promote, layoff, transfer, or discharge for just cause.

B. The Employer recognizes the Union as the exclusive bargaining agency for all employees in the Roving Crew who service the AAA Roving Crew buildings, coming under the terms of this Agreement as long as such recognition shall not be in conflict with, or in violation, of any statute, law, or ordinance of the government of the United States, the State of California, or any of the political subdivisions thereof.

C. 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, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Article, a member of the Union in good standing shall be defined as any person who has paid all initiation fees and/or dues. It is further understood that the Employer shall be under no obligation to discharge any employee, should discharge be in conflict with or in violation of any law, State or Federal. The Union agrees to indemnify the Employer and hold him harmless against any liability incurred as a result of the Employer complying with Article I, Section C of this Agreement.

D. Dispatch: In the employment of applicants for all work covered by this Agreement, the following procedure shall govern:

The Union shall establish and maintain open and non-discriminatory employment lists for eligible applicants desiring employment on the work covered by this Agreement.

Notification of Vacancies: The Employer shall first call the dispatching office of the Union for such applicants as he may from time to time need, and the dispatch office shall furnish to the Employer applicants requested by the Employer strictly in accordance with the following procedure.

It shall be the responsibility of the Employer, when requesting applicants, to state the qualifications applicants are expected to possess.

The selection of registrants to be referred shall be on a non-discriminatory basis and, in accordance with applicable law, shall not be based upon, nor in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, nor any other aspect or obligation of Union membership, policies or requirements, nor upon any other status protected by applicable law.

The Dispatch office will notify the Employer if no applicants for the job to be filled are available. Similarly, the Employer shall promptly notify the dispatch office of its decision with respect to applicants referred by the Union.

The Employer may procure applicants from other sources in the event the Union has exhausted its supply of applicants and forty-eight (48) hours have elapsed since the date specified for a job to be filled under the provisions herein, provided, however, that the Employer need not wait forty-eight (48) hours if the Union has notified the Employer that no applicants are available.

In computing the forty-eight (48) hour time limit referred to in this Article, Saturday and Sunday and recognized holidays shall be excluded.

Any Employer may instruct the dispatch office not to refer an applicant whose name appears on the Union referral list provided the Employer will confirm such instructions to the Union in writing.

The Employer shall notify the Union in a timely manner as to the applicant(s) hired.

Subject to the provisions of this Article, the Employer shall be the sole judge of an applicant's competence and qualifications to perform the work of any job to be filled. The Employer may accept or reject any applicant for employment referred by the Union, provided that the Employer's acceptance or rejection of an applicant shall be based solely upon the Employer's judgement and determination as to the factors set forth in the preceding sentence. If the Union so requests, the Employer shall furnish to the Union within seventy-two (72) hours after such requests, the specific reason for rejection by the Employer of an experienced applicant referred by the Union dispatch office for a job opening.

The Union shall have the right to file a grievance over any rejection, on the grounds that such rejection was not based solely upon the Employer's judgment and determination of such factors.

In accordance with applicable laws, no applicant shall be rejected or discriminated against because of membership or non-membership in the Union, nor because of any other status protected by applicable law.

No applicant shall be requested or required to take a lie detector test.

E. Notification: The Employer agrees to notify the Union promptly of all terminations, layoffs, hires, rehires, promotions, demotions and other changes in status of personnel working under the terms of this Agreement. Such notice to be forwarded to the office of the Union within seventeen (17) working days after the effective date of such change.

F. Both parties mutually agree to develop and implement an electronic notification system wherein the Union will create and maintain a secured website that the Employers will send dispatch requests and notifications as referenced in Sections D and E. Such notifications will be sent by the Employer covered under this Agreement every Friday before 5:00 pm. The parties further agree to assign a password to appropriate employees. The Union shall be responsible for the maintenance of this electronic notification system. Both parties agree to meet if any modification to the system is necessary. Any posting utilizing this notification will be considered a legal posting per the terms of this Agreement. All expenses related to this electronic notification system shall be at the sole cost of the Union, without limitations.

G. No work covered by this Agreement may be subcontracted in whole or in part to any other person or any other Employer except in the case of emergency, or when maintenance and repairs are beyond the scope of the competence and ability of the employee, or employee response capability required to meet a client contractual response requirement, client driven emergency or when the subcontractor has an existing valid agreement with the Union, or when mutually agreed upon with the Union.

H. In this Agreement, whenever the context so requires, all references to the masculine gender shall include all genders.

ARTICLE II

HOURS OF WORK

A. All time worked in excess of forty (40) hours in any workweek shall be considered overtime and be paid for at one and one-half (1½) times the employee's shift rate of pay, except that all hours worked in excess of forty-eight (48) hours in an employee's regular scheduled workweek shall be paid for at two (2) times the employee's regular straight-time shift rate of pay.

B. All employees are guaranteed forty (40) straight-time hours of work per week, said forty (40) hours being performed during the employee's five (5) regularly assigned workdays. All employees shall be provided an unpaid thirty (30) minute duty free meal period. If an employee fails to report for work on his regular day of work, the employee's guaranteed workweek shall be reduced by eight (8) hours, or such portion thereof that such absence continues. This provision does not limit the right of the Employer to layoff or terminate any full-time employees. However, any employee who commences his regular workweek shall receive the guaranteed employment for that workweek.

The workday is the twenty-four (24) hour period beginning with the normally scheduled start time on the first (1st) day of the employee's workweek.

Where the Lead Engineer leaves work for a vacation or scheduled leave for ten (10) calendar days or more, the Employer shall designate another Engineer as Relief Lead Engineer who shall assume the duties and responsibilities of the absent Lead Engineer. The Relief Lead Engineer shall receive the wage specified in Article III - Minimum Wage Rates for Lead Engineer. Any other staffing changes due to the regular Lead Engineer's absence are at the sole discretion of the Employer.

No employee shall be required or permitted to work more than sixteen (16) hours in a day, and all employees must have an eight (8) hour break between work periods. Exceptions to this rule may be granted in extreme emergencies, provided the Employer obtains the approval from the Union.

No employee shall have his established shift changed for the sole purpose of avoiding overtime, as opposed to legitimate scheduling reasons.

The Employer, where possible, shall provide notice of intention to change an employee's shift by not less than three (3) working days in advance of such change.

No employee shall take time off in lieu of overtime pay.

The first sixty (60) minutes of travel time going to work, and coming home from work will be the responsibility of the Engineer for their standard scheduled workweek. All other travel time will be the responsibility of the Employer.

If an employee is discharged for just and sufficient cause, the guaranteed workweek shall not apply for the week in which the employee was discharged. However, this provision does not preclude the employee or the Union from using the Grievance Procedure as set forth in this Agreement.

At the discretion of the Employer, a four (4) day, ten (10) hour workweek may be instituted, provided it is negotiated with the Union.

ARTICLE III

MINIMUM WAGE RATES

A. The minimum hourly wage rates shall be set forth below.

B. Any employee who received a premium in wages above those set forth in Article III, Section B, of this Agreement shall continue to receive such premium in addition to those wage increases provided through the terms of this Agreement.

Classification	2/1/2020	2/1/2021	2/1/2022
Lead Engineer	\$44.42	\$45.76	\$47.13
Certified Engineer	\$40.86	\$42.09	\$43.35
Non-Certified Engineer	\$35.49	\$36.56	\$37.66

C. When an employee is called for duty on a regular shift, he shall be guaranteed eight (8) hours' work and pay.

D. An employee scheduled to work on the sixth (6th) or seventh (7th) day of his workweek shall be guaranteed a minimum of four (4) hours' pay at the applicable overtime rate.

E. When an employee is called out in an emergency, and is required to respond to a client site, he shall be guaranteed a minimum of four (4) hours pay at the applicable overtime rate. The call-back minimum shall be restricted to the original request and all work related thereto, if the engineer leaves the property.

F. When an employee is notified to report to work prior to his regularly scheduled starting time, he shall be guaranteed not less than one (1) hour's pay at the rate of one and one-half (1½) times the regularly scheduled rate of pay commencing from the time actual work started at the site. He shall be permitted to work and complete his regularly scheduled hours of work.

G. A holiday hereinafter listed that is not worked and is not an employee's regularly scheduled day off shall be considered as time worked for the purpose of computing overtime pay for that workweek.

H. Effective on the date of ratification, when an employee is required to be on standby status, he shall receive one hundred twenty-five dollars (\$125.00) per week.

I. **Electronic Call Back:** In the event an employee is called by either the Employer or an authorized representative of the Employer to work on a resolution for an after-hours emergency or the scheduling or the turning on/off of facility equipment by any electronic means, the employee shall be guaranteed a minimum of one (1) hour pay at the applicable overtime rate. In the event the employee is required to report to the worksite, then the call-back shall be converted to a call-in, pursuant to Section F above, with a start time matching the initial call.

ARTICLE IV

JOB DESCRIPTIONS FOR ENGINEER CLASSIFICATIONS

A. **LEAD ENGINEER:** Performs all the duties of the Certified and Non-Certified Engineer and directs, in a safe and efficient manner, all engineering operations on his shift.

B. **CERTIFIED ENGINEER:** By passing the standardized certification examination, an Engineer demonstrates his superior knowledge of certain aspects of the trade. The job duties performed by the Certified Engineer, in a safe and efficient manner, are the same as those performed by the Non-Certified Engineer, as those set forth in Section C.

C. **NON-CERTIFIED ENGINEER:** In a safe and efficient manner, operates and maintains boilers, compressors, refrigeration equipment, generators, air-conditioning facilities and all appurtenant equipment driven by steam, air, diesel, gas, water or any other power developing energy. Patrols, inspects and maintains all mechanical, HVAC, electrical, piping and plumbing systems and equipment to the end that most economical and efficient results may be obtained. May effect repairs on toilet facilities, registers, radiators, lights, fixtures, minor repairs on furniture and floors, provided that while standing a watch on a high-pressure boiler installation, he is not required to violate any State, County or City Ordinances, Codes or Laws.

ARTICLE V

SENIORITY

A. All employees shall be on a ninety (90) calendar day probationary period. Probationary period may be extended one (1) time for an additional thirty (30) days by mutual written consent by the Union and Employer. During the probationary period, no employee shall obtain seniority. However, upon completion of the probationary period, an employee's seniority shall date from his most recent date of hire at that location. Probationary employees discharged during their probationary period shall have no recourse to the grievance procedure.

B. The Employee's anniversary date shall be used for the purpose of computing vacation benefits and sick leave accrual. No employee shall suffer a reduction in vacation or sick leave benefits as a result of transfer to another building operated, serviced, maintained or payrolled by his Employer, or any successor Employer thereto.

C. Seniority shall prevail in choice of vacation time.

D. The employee's seniority shall prevail in layoffs, recalls, days off and choice of shifts, provided the senior employee has the ability and is qualified to perform the work. The Employer shall be the party who determines the issue of ability and qualifications. Employees on layoff status shall have recall rights for a period of twelve (12) months.

E. Seniority shall be a factor in promotions and demotions, considering the ability and qualifications required for the job. If an employee has the ability and qualifications, seniority shall be the determining factor. The Employer shall be the party who determines the issue of ability and qualifications.

ARTICLE VI

HOLIDAYS

A. There shall be ten (10) holidays. The following named days shall be classed as holidays and be paid for at the straight-time rate if they are not worked, and at two and one-half (2½) times the straight-time hourly rate of pay if work is performed on said holidays falling within employee's regularly scheduled workweek.

New Year's Day

Memorial Day

Labor Day

Christmas Day

*Two (2) Floating Holidays

Presidents' Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

*In order to be eligible for the floating holiday, all new employees must be on the payroll for six (6) months. If an employee fails to use the floating holiday within a contract anniversary year, such floating holiday shall be forfeited, unless the failure to use such holiday was because of, or on account of the Employer's failure to approve the employee's request to use such floating holiday. In such case, the employee may carry the floating holiday into the next contract year.

Upon termination of employment, employees shall be paid for unused floating holidays based on an accrual of one and thirty-three hundredths (1.33) hours per month on contract anniversary date.

B. An employee who is scheduled to work on a holiday falling on one of his regularly scheduled days off shall receive three (3) times the straight-time hourly rate of pay for all hours worked.

C. Those holidays provided for in this Agreement which Public Law 90-363 has designated as falling on Monday shall be observed on Monday.

D. In the event a holiday falls upon a Sunday, the following Monday shall be considered as the holiday. In the event a holiday falls upon a Saturday, the preceding Friday shall be considered as the holiday.

E. In the event a holiday occurs within an employee's vacation period, he shall receive one (1) extra day's pay at the straight-time rate by reason of such holiday, or, at the option of the Employer, one (1) additional day's vacation may be granted with pay.

ARTICLE VII

VACATIONS

A. All employees who have been in the service of the Employer for one (1) year shall be entitled to two (2) weeks (eighty [80] hours) of vacation with pay and a like vacation annually thereafter.

B. All employees with over five (5) years of service shall be entitled to three (3) weeks (one hundred twenty [120] hours) of vacation with pay and a like vacation annually thereafter. The three (3) week accrual rate shall commence on the employee's fifth (5th) anniversary date.

C. All employees with over ten (10) years of service shall be entitled to four (4) weeks (one hundred sixty [160] hours) of vacation with pay and a like vacation annually thereafter. The four (4) week accrual rate shall commence on the employee's tenth (10th) anniversary date.

D. The foregoing earned vacation shall accrue on a pro-rata basis each month.

E. An employee who leaves his position or is terminated and who has worked at least six (6) consecutive months, but less than twelve (12) consecutive months for the Employer shall be entitled to a pro-rata vacation computed at one-half (½) day's pay for each month or major portion thereof worked.

In case of severance after the twelfth (12th) consecutive month of employment, employee shall be entitled to pro-rata vacation which shall be:

1. Five sixths ($\frac{5}{6}$) day's pay for each month worked or major portion thereof when employee receives two (2) weeks of vacation with pay.

2. One and one-quarter ($1\frac{1}{4}$) days' pay for each month worked or major portion thereof when employee receives three (3) weeks of vacation with pay.

3. One and two-thirds ($1\frac{2}{3}$) days' pay for each month worked or major portion thereof when employee receives four (4) weeks of vacation with pay.

All employees are encouraged to use their vacation time annually. Any roll-overs of vacation time from year to year must have written approval from management.

F. No employee shall suffer a loss or reduction of accrued vacation benefits in the event such employee is transferred to another building owned, operated, managed or payrolled by the same Employer.

ARTICLE VIII

SICK LEAVE

A. All employees covered by this Agreement shall be eligible, one (1) month after date of hire, for sick leave with pay at the straight-time rate of the shift regularly worked in the event of absence from work because of sickness or injury. Sick leave shall accumulate at the rate of five-sixths ($\frac{5}{6}$) of a day per month up to ten (10) days per year. Employees who do not use all their sick days in a year may roll over the unused days up to a maximum accumulation. The maximum accumulation of sick leave shall be thirty (30) days.

B. Beginning with the first (1st) day for sickness or injury, the amount payable shall be the amount the employee would have earned at the straight-time rate on his regular shift, had he not been disabled, less any amount the employee received or is entitled to receive from State Disability Insurance, State-approved private disability insurance or Workers' Compensation.

The maximum dollars and cents sick and injury leave that any claimant may receive during any year of service is the amount arrived at by multiplying the employee's straight-time regular shift rate by the total number of hours of sick leave for which he is eligible at the time the disability occurs. The amount of benefits paid by the Employer shall be divided by the claimant's straight-time hourly shift rate, and the resultant figure, which expresses hours, shall be charged against his sick leave reserve. The remainder, in hours shall stand to his credit as sick leave reserve.

C. The Employer may request the employee to submit reasonable proof of sickness or injury, such as a doctor's certificate.

D. The sick leave benefits are intended for sickness and/or injury benefits only and shall be used for no other purpose. No employee shall receive compensation payments in lieu of his sick benefits. Any fraudulent use of sick leave shall be considered sufficient cause for discharge.

ARTICLE IX

BEREAVEMENT LEAVE

A. If necessary for any employee to lose time from work because of a death in the immediate family of such employee, he shall be entitled to three (3) days paid leave of absence.

If the employee must travel more than five hundred (500) miles to attend the service, he shall be entitled to an additional two (2) days' paid leave of absence. The Employer may request reasonable proof of attendance of said service.

B. "Immediate family" is defined to mean an employee's Father, Mother, Spouse, Domestic Partner, Sister, Brother, Children, Father-in-Law, Mother-in-Law, Sister-in-Law, Brother-in-Law, Grandparents or Grandchildren.

ARTICLE X

GENERAL PROVISIONS

A. Any employee receiving wages, hours or working conditions better than those mentioned in this Agreement shall not have them reduced because of the signing of this Agreement.

B. The Employer has the right to discharge employees coming under the terms of this Agreement for just and sufficient cause, including but not limited to causes such as dishonesty, insubordination, intoxication and sleeping on the job. However, the discharge of any employee is subject to the grievance procedure under Article XVII.

C. When an employee is discharged for willful misconduct, the termination notice shall contain the specific conduct or offense deemed by the Employer to constitute willful misconduct. A copy of any written complaint concerning an employee by a customer, an outside agency or the Employer's own security force, and copies of any other documents relied upon by the Employer as a basis for discharge shall be furnished to the Union on request. A copy of the termination notice shall be mailed to the Union within seventy-two (72) hours of the date of discharge.

ARTICLE XI

HEALTH AND WELFARE, MEDICAL PLAN, DENTAL PLAN, AND VISION PLAN

A. Health and Welfare.

All employees shall continue to be covered by the Operating Engineers Local 501 Security Trust Fund Health and Welfare Plan, and the Employer shall submit the required monthly contribution in accordance with the Subscriber's Participation Agreement of said Fund.

B. Medical Plan.

1. All employees shall continue to be covered by the Operating Engineers Local 501 Security Trust Fund Medical Plan.
2. It is understood that the monthly contribution is payable for each eligible employee covered under this Agreement working a minimum of seventy-two (72) hours in a calendar month in accordance with the Subscriber's Participation Agreement.
3. For any employee working two (2) or more days per week, but less than seventy-two (72) hours per month the Employer shall contribute a partial payment for the Health and Welfare Plan in accordance with the Subscriber's Participation Agreement.

C. Dental Plan.

1. All employees shall continue to be covered by the Operating Engineers Local 501 Security Trust Fund Dental Plan.
2. It is understood that the monthly contribution is payable for each employee covered by this Agreement working a minimum of seventy-two (72) hours in a calendar month.
3. For any employee working two (2) or more days per week, but less than seventy-two (72) hours per month the Employer shall contribute a partial payment for the Dental Plan in accordance with the Subscriber's Participation Agreement.

D. Vision Plan.

1. All employees shall continue to be covered by the Operating Engineers Local 501 Security Trust Fund Vision Plan.
2. It is understood that the monthly contribution is payable for each employee covered by this Agreement working a minimum of seventy-two (72) hours in a calendar month.

3. For any employee working two (2) or more days per week, but less than seventy-two (72) hours per month the Employer shall contribute a partial payment for the Vision Plan in accordance with the Subscriber's Participation Agreement.

E. Employer's Portion of Contribution

1. The Employer agrees to pay the contribution amount stipulated in the Trust Agreement every month and shall make payment no later than the twentieth (20th) of the following month that the payment is due.

2. The Operating Engineers Local 501 Security Trust Fund Board of Trustees are responsible for the operation of the Trust Fund. Should the Board in their sole discretion postpone or amend the monthly contribution increases, the Employer will pay no more than the established monthly contribution amount set forth by the Board.

3. The Employer's portion of the contribution shall be increased each February, based on January hours, according to the schedule below:

Health and Welfare, Medical Plan, Dental Plan and Vision Plan – Employer monthly pre-taxed contribution		
2/1/2020	2/1/2021	2/1/2022
\$1,600.00	\$1,650.00	\$1,699.00

4. It is agreed by both parties that if the Employer's portion stipulated above is not sufficient to meet the total monthly contribution for the benefits in Section A, then the additional amount shall be deducted from the employees' wages on a pre-tax basis.

5. The Employer agrees to maintain the monthly contributions for Health and Welfare, Medical Plan, Dental Plan and Vision Plan for all employees who are off work because of industrial injury or industrial illness, for up to a maximum of twelve (12) months for any one (1) such injury or illness.

ARTICLE XII

PENSION PLAN

A. The Employer agrees to continue to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement, and further agrees to execute all necessary forms and documents required by the Trustees. Employer irrevocably designates as his representatives among the Trustees of said Fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.

B. 1. Effective February 1, 2020, the Employer agrees to contribute seven dollars and fifteen cents (\$7.15) per hour per employee on all hours worked or paid for into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

2. Effective February 1, 2021, the Employer agrees to contribute seven dollars and forty cents (\$7.40) per hour per employee on all hours worked or paid for into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

3. Effective February 1, 2022, the Employer agrees to contribute seven dollars and sixty-five cents (\$7.65) per hour per employee on all hours worked or paid for into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

C. The Employer will continue to pay a minimum monthly contribution to the Central Pension Fund for all employees who are off work because of industrial injury or industrial illness for up to a maximum of twelve (12) months for any one such injury or illness.

D. The Employer agrees to abide by such rules as may be established by the Trustees of said Fund to facilitate the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of the employees.

ARTICLE XIII

ANNUITY FUND

A. The Employer shall pay to the International Union of Operating Engineers Local 501 Individual Account Plan Trust Fund, for each hour a covered employee is paid, the following sums:

	2/1/2020	2/1/2021	2/1/2022
Engineers	\$0.50	\$1.25	\$1.75

B. In the event an employee is paid at premium time of one and one-half (1½) times the regular hourly rate, or two (2) times, the aforementioned contribution rates shall be, likewise, increased to one and one-half (1½) times, or two (2) times, depending upon the rate in effect.

ARTICLE XIV

TRUST FUND DELINQUENCY

In the event of willful failure by the Employer to make payments as required by the terms of this Agreement into the Operating Engineers Local 501 Security Trust Fund or the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, the Union may, after ten (10) days written notice to the Employer, take whatever action it deems necessary, regardless of any other provisions contained herein, including, but not limited to strike, to enforce said payments.

ARTICLE XV

APPRENTICE AND EDUCATIONAL FUND

The Employer agrees to make annual contributions of two hundred and eighty-three dollars (\$283.00) per employee to the Southern California Operating & Maintenance Engineers Local 501 Apprenticeship & Training Trust Fund on February 1, 2020, and each year thereafter, based on the number of employees on the payroll on the preceding October 31 for the year in which payment is made.

ARTICLE XVI

REPRESENTATION

A. The Union shall be represented by one (1) Shop Steward. The Union may designate other Shop Stewards, one for each logical group. Shop Stewards may be selected in such manner as the Union may determine. Each Shop Steward shall be a full-time regular employee. The Union shall notify the Employer of any changes in the personnel of Shop Stewards and the Employer shall notify the Union of its representatives authorized to handle and settle grievances for it. Each Shop Steward is employed to perform full-time work for the Employer and shall be responsible for such work on his part, except as otherwise provided herein.

B. The Shop Steward shall be permitted to enter into, or remain on the premises after or before his regular work shifts to perform his duties as defined herein. It is understood that such time is not to be paid for by the Employer.

The Shop Steward shall not be discriminated against in any manner by the Employer or the agent because of, or on account of his activities in presenting any adjustment of grievances or disputes.

C. A Shop Steward will be permitted to devote time during his regular working hours for a reasonable period, without loss of pay, to perform the following:

1. To present to the Employer grievances or disputes, which he has been requested by an employee or group of employees to present for adjustment.
2. To investigate any such grievances or disputes, so that such grievances or disputes can be properly presented to the Employer.
3. To attend meetings with Representatives of Management when such meetings are necessary to present and adjust any grievance or dispute.
4. When the presence of a Shop Steward is desired by an employee for the presentation of a grievance, the employee may request his designated representative to send for his Shop Steward as soon as reasonable.

D. Duly authorized Representatives of the International Union of Operating Engineers, Local 501, shall be allowed to meet with the engineers at any time during normal working hours. Meetings will be conducted for the purpose of investigating working conditions, conferring with Shop Stewards, or assisting in the settlement of grievances arising under this Agreement and to post notices relative to Union activities.

E. **Time Limit for Discipline:** It is understood and agreed that any discipline issued to an employee by the Company management shall be issued within thirty (30) calendar days following knowledge by Employer of the occurrence. The intent of this section is to grant requests for extensions for situations with extraordinary circumstances.

F. **Right to Respond:** Employees shall have the right to respond in writing to any written disciplinary notices and documentation of employee counseling sessions and shall have that response attached to the relevant material.

G. **Expiration of Discipline:** Written disciplinary notices and documentation of employee counseling sessions shall be invalid after a period of one (1) year from the date of issuance. Exceptions shall include continued patterns of like discipline. It is understood that while the Employer may retain expired documents to satisfy legal and regulatory requirements, such documents will not be used to justify disciplinary action.

ARTICLE XVII

GRIEVANCES AND ARBITRATIONS

A. This Grievance Procedure shall be the sole and exclusive method of resolving disputes involving the application, interpretation, compliance with and violation of this Agreement.

B. Where possible, all grievances and/or disputes by employees shall first be presented informally to their supervisor. Grievances may be filed by an employee, the Union or the Employer. A grievance shall be defined as a dispute between the Employer, an employee covered hereby or the Union involving the interpretation or application of the terms of this Agreement.

C. If an employee has a grievance which is not adjusted in this manner, the employee or the Union shall present the grievance in writing to the Employer or his Representative within thirty (30) calendar days after the occurrence giving rise to the grievance or within thirty (30) calendar days of the time the employee or the Union reasonably could have acquired knowledge of the event, otherwise, the grievance shall not be heard or considered. As an exception, all discharge grievances must be submitted by the employee or the Union in writing to the Employer within five (5) working days after the Employer's notification of the discharge to the Union. Written grievances which are not resolved or responded to within five (5) calendar days after the written grievance is filed with the Employer and the Union representative may be submitted to arbitration as provided in this Article, if the Union or the Employer desires to contest the grievance further. Such arbitration shall be available only if written notice is given of the desire to arbitrate the grievance by the Union or the Employer within fourteen (14) calendar days after termination of the five (5) calendar day period stated above. Time limits contained herein may be extended by mutual agreement between the Employer and the Union.

D. As soon as possible, and in any event not later than ten (10) calendar days after written notice of the desire to arbitrate is received, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected by requesting the Federal Mediation and Conciliation Service to submit the names of five (5) persons qualified to act as arbitrator. When said list has been presented, the representative of the Union and the representative of the Employer shall each have the choice of rejecting the names of two (2) of these five (5) persons with the party making the first rejection to be determined by lot, and the remaining or fifth person shall be selected as arbitrator.

E. The decision rendered by the Arbitrator shall be final and binding upon both parties. Only grievances involving the interpretation or application of this Agreement are arbitrable and the Arbitrator shall not have authority to add to, subtract from, or modify the provisions of this Agreement. Every effort shall be exerted to expedite such arbitration proceedings and they shall not exceed fifteen (15) calendar days. Any expense incurred, except the salaries of the parties' negotiators, shall be borne equally between the parties.

F. This Article does not preclude a Representative of the Union from settling a dispute involving a contract violation with a representative designated by the Employer.

G. Nothing in this Agreement shall preclude deferral where the National Labor Relations Act permits deferral. In such cases where the National Labor Relations Board defers to arbitration, the parties agree that the Arbitrator shall decide any unfair labor practice charges under the National Labor Relations Act. In deciding such issues, the Arbitrator shall follow the procedures in this Agreement and applicable National Labor Relations Act principles and requirements.

ARTICLE XVIII

SAFETY LOCKOUT PROGRAM

The Employer and the Union agree that the Employer and Employees covered under this agreement shall comply with all applicable Federal, State and Local statutes including Employer policy and procedures regarding Lockout and Tag-out.

ARTICLE XIX

STRIKES & LOCKOUTS

A. During the period covered by this Agreement, the Employer shall not lock out employees, and the Union shall not cause or sanction any strike, work stoppages or interfere with the Employer's Business.

B. It shall not be a violation of this Agreement for any member of the International Union of Operating Engineers Local 501 to respect an authorized picket line, provided he has a clearance from the Business Manager or Business Representative of Local 501.

ARTICLE XX

DRUG AND ALCOHOL TESTING

The Employer shall have the right to test for drugs and alcohol usage subject to the following conditions and applicable State law:

A. Testing only if there is probable cause – no random testing.

B. If positive result in drug test, second test of same sample would be administered.

C. Employee refusal to take test justifies immediate termination of employee.

D. Blood alcohol level of .10 and above provides absolute presumption that employee is under the influence of alcohol. Employer may immediately terminate any employee found to be under the influence of alcohol (as defined above).

ARTICLE XXI

SAVINGS CLAUSE

A. If any provision in this Agreement is found to be in conflict with any Federal, State, or Local statute, the remaining provisions of the Agreement shall remain in full force and effect.

B. The Employer and Union agree that should any provision become in conflict with Section A of this Article, both parties shall meet and confer over changes to the affected Article(s) or Section(s).

ARTICLE XXII

JURY DUTY

- A.** In the event an Employee subject to the terms of this Agreement shall be called for jury duty, he shall be compensated by the Employer to the extent of the difference between the amount of the compensation for jury duty and the amount he would have earned for eight (8) hours per day at his regular base hourly rate.
- B.** Jury duty benefits shall only be paid when such services deprive such employee of pay that he otherwise would have earned (i.e. if the employee is on jury call-in but at work, no benefit is owed).
- C.** Employees who are selected for jury service shall be assigned to a work shift with a starting time identical to the starting time of the jury duty service, and such shift shall be limited to the day or days of the jury service involved.
- D.** To be eligible for such differential payment, the employee must furnish documentary proof from the Jury Commissioner, or other responsible authority, of all time served on jury duty and his compensation thereof.
- E.** Remuneration for such jury duty service shall be limited to one (1) term per year of jury duty service, payment for which shall not exceed five (5) days per term per year of this Agreement.

ARTICLE XXIII

TERM OF AGREEMENT

This Agreement shall be in effect from February 1, 2020 to and including January 1, 2023, and from year to year thereafter, subject to amendment or modification affecting changes and conditions of employment; it being understood that either party wishing to amend or to terminate this Agreement shall give the other party written notice sixty (60) days prior to January 1, 2023, that changes are desired.

FOR THE EMPLOYER:

FOR THE UNION:

CUSHMAN & WAKEFIELD U.S. INC.
Covering: AAA Roving Crew

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 501
Including its Subordinate Branches, AFL-
CIO**



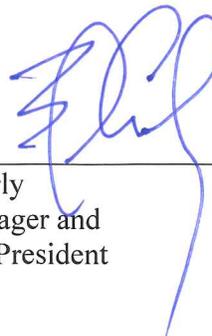
Bill Knightly
Chief Executive, GOS



Michael Ulloa
Business Representative



Thomas O'Mahar
President



Edward J. Curly
Business Manager and
General Vice President