

JANITOR
AGREEMENT

between

ABLE BUILDING MAINTENANCE

OAKLAND COLISEUM
and

SERVICE EMPLOYEES INTERNATIONAL
UNION,
LOCAL 1877, AFL-CIO-CLC

April 3, 2010 through October 31, 2011

JANITOR
AGREEMENT

between

ABLE BUILDING MAINTENANCE

OAKLAND COLISEUM

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1877, AFL-CIO-CLC

THIS AGREEMENT made and entered into the 3rd day of April, 2010 by and between ABLE BUILDING MAINTENANCE (hereinafter designated as the "Employer") and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1877, AFL-CIO-CLC (hereinafter designated as the "Union").

Article 1. Union Recognition

- A. Classifications. The Employer hereby recognizes the Union as the exclusive bargaining representative for its employees working in the classifications covered under this Agreement:

Janitor Department
Janitor (Part-Time)
Matron (Part-Time)
Janitor Lead (Part-Time)
Matron Lead (Part-Time)
Full-Time Janitor/Matron

Excluded are all other employees, office clericals, security personnel and supervisors within the meaning of the National Labor Relations Act.

- B. Union Security. It shall be a condition of continued employment that all employees covered by this Agreement who are now employed or who are hired on or after the effective date of this Agreement, shall become and remain members of the Union as a condition of employment, or shall comply with any rules the Union establishes relating to Service Charges/Permit Fees for hiring and employment at the Oakland-Alameda County Stadium/Arena Complex. Membership in good standing shall mean the tender of periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.

The union security or service charge/permit fee obligation of each employee arises after 300 hours of employment. If an employee who has worked 300 hours fails to comply with these "membership" requirements, the employee shall be terminated within seven (7) calendar days after receipt of written notice from the Union to the Employer.

- C. Hold Harmless. The Union shall indemnify and hold the Employer harmless against any and all forms of liabilities that arise out of or by reason of any action taken by the Employer in accordance with provisions of this Section.
- D. Bargaining Unit Work. All the duties performed by the employees in the classifications covered herein shall be performed by employees of the Employer who are in the bargaining unit, subject to provisions in Article 2. Supervisors and managerial employees, as those terms are defined for purposes of the National Labor Relations Act, who are not part of the bargaining unit, may continue to perform limited bargaining unit work consistent with current practice.
- E. Past Practices. This agreement shall supersede all other prior agreements between the Union and Employer. The parties have had an opportunity to review any existing letters of understanding and/or purported past practices. In the absence of express and written letters of understanding, any and all purported past practices shall be superseded by this Agreement.

Article 2. Hiring Provisions

- A. Applicants for Employment. It is agreed that the Employer may continue to hire from any source. However, when new or additional employees are needed, the Employer shall notify the Union of the classification of employees needed and shall consider applicants referred by the Union on an equal basis with applicants from other sources.
- B. Notice to Union of Hires. The Employer agrees to notify the Union within fourteen (14) days of the date of hiring, of the name, date of hire, job classification, home address, social security number, telephone number and rate of pay of the employee. The Employer will further notify the employee of his/her obligations to meet the Union Security conditions contained in this agreement. Local 1877 will be notified of new employee orientation sessions and allowed time to hand out Union packets to new hires and answer questions regarding Union membership.
- C. No Discrimination. The Employer and the Union agree that they shall not discriminate against any applicant for employment or employee because of race, color, ancestry, religion, creed, national origin, age, sex, maternity status, sexual orientation, or against a qualified individual with a disability (defined by the Americans with Disabilities Act). The Employer further agrees that it shall not discriminate against any applicant for employment or employee because of Union membership or Union activities.
- D. Staffing Levels. The Employer will make every good faith effort to establish and maintain a sufficient employee list of names from which available hours will be offered

in a timely basis before work is sub-contracted. The Employer and the Union will jointly review staffing concerns for classifications covered by this Agreement in the Labor-Management Committee at least twice a year. Nothing contained herein requires the Employer to incur overtime expenses-

In the event there are insufficient numbers of bargaining unit employees to fully staff events, the Employer may subcontract the work. Such subcontracted work shall not be subject to the provisions of this labor agreement with the exception of the Union Security provisions of this Agreement.

- E. Long Term Subcontracting. In circumstances not involving subcontracting due to an insufficient number of bargaining unit employees to fully staff events, the Employer agrees that in order to preserve bargaining unit work, it will not subcontract work regularly and customarily performed by bargaining unit employees unless such subcontractors or contractors agree to meet appropriate area standards for this facility or otherwise provide a wage and benefit package that is substantially equivalent to that provided in this Agreement. The Employer further agrees to notify the Union two weeks in advance of the effective date of such contract and to meet at the request of the Union regarding all such issues as may impact the affected employees which will include the transition of work to be subcontracted. Such effects bargaining shall not preclude the Employer from proceeding with the contract.

It is understood that in the event of a dispute between the Union and the applicable subcontractor, such dispute will not be affected by the provisions of this Agreement.

Article 3. Visitation Rights and Bulletin Board

- A. Union Access. The Union representatives shall be permitted to visit the operations coming under this Agreement at any time for the purpose of observing conditions under which employees are working with advance notice to the Employer. This privilege shall be exercised reasonably. The Union shall notify the Employer in writing of its representatives who are authorized to represent it in all matters arising between the Union and the Employer.
- B. Bulletin Boards. The Employer shall furnish a bulletin board at a mutually agreeable location for the purpose of posting notices pertaining to Union business.

Article 4. Check-Off

- A. Dues Deduction. The Employer agrees to a check-off for the payment of Union dues, Initiation fees, COPE contributions, service charges/permit fees and to deduct such payments from wages of all bargaining unit employees, and to remit same to Union in accordance with the terms of signed authorizations of such employees, according to the method set forth below.

The Employer shall be the agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the employees.

- B. Service Charge/Permit Fee – Temporary Workers. The Employer shall collect and remit to the Union the following amount for each individual working at the Stadium/Arena in a classification covered by this Agreement but on the payroll of an organization providing temporary workers to the Stadium:

\$3.00 per shift worked to a maximum of \$28.00 per month.

- C. Payment of Dues. Those employees who have worked three hundred (300) hours shall, as a condition of employment, become and remain members of the Union. The monthly dues for such employees shall be deducted from the first pay check of each calendar month. For new employees after completion of 300 hours worked, monthly dues and half of the initiation fee shall be deducted from the employee's first full pay check in the first month of employment following completion of three hundred (300) hours of work. The balance of the initiation fee and the second month's dues shall be deducted from the employee's first paycheck in the following calendar month. If an employee fails to comply with these membership requirements, the employee must be terminated within seven (7) calendar days after written notice by the Union to the Employer.
- D. Service Charge/Permit Fee – Probationary Employees. Those employees working less than three hundred (300) hours shall pay a service charge/permit fee in lieu of joining the Union. The Employer shall checkoff the specified standard service charge/permit fee for each paycheck during the first month of employment. The total service charges for any single month shall equal but not exceed the standard periodic monthly dues paid by employees of the Employer who are Union members in good standing of the respective Union. The Employer agrees to remit said service charge/permit fee to the Union within ten (10) days after the payroll deduction period.
- E. Remittance to the Union. All sums deducted by the Employer for monthly dues, initiation fees, COPE contributions and service charge/permit fees and assessments shall be remitted to the Secretary-Treasurer of the Union, and shall be accompanied by a list showing the names and social security numbers of all employees on whose behalf the sums are being remitted.
- F. Change in Dues. The Union shall notify the Employer of any adjustments made in membership dues, services change/permit fee, initiation fees and service charges/permit fees and assessments and the Employer shall adjust its deductions accordingly upon thirty (30) days written notice from the Union.
- G. Failure to Remit. If the Employer fails to deduct and remit the proper Union initiation fees, dues or service charges/permit fees or assessments, the Union may treat the matter as a grievance dispute subject to the provisions of Article 8.

Article 5. Classifications, Wages and Hours

- A. Probationary Period. All employees covered by this agreement shall serve a probation period of three hundred (300) hours. During the probationary period, an employee may be terminated for any reason and the termination may not be appealed to Article 8. Grievance Procedure.
- B. Wages. Wages for the various classifications shall be set forth in Appendix "A".
- C. Work Time Compensation. Work time shall be computed in units of one-tenth (1/10) hour or more.
- D. Posting Hours. The Employer shall post the total number of hours worked by each employee in each month by no later than the 7th of the succeeding month. Employer will provide a copy of a monthly report to the Union.
- E. Pay Period. Wages shall be paid bi-weekly by check.
- F. Union Access to Records. The Union shall have the right to inspect the canceled paycheck of any employee covered by this Agreement. The Employer shall make payroll records, time sheets, individual earnings, records and State quarterly payroll tax return DE-3 forms available to Union representatives upon request by the Union.
- G. Payment of Wages Due. If the Employer willfully and deliberately fails to pay the proper wages to an employee and fails to make the proper adjustment within fifteen (15) days after notice given by the Union, the Employer shall pay the employee an amount equal to double the amount in dispute.

The Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than six (6) months immediately prior to the date of the Employer's receipt of written notice from the Union of such claim. Nor shall the Employer make a claim for overpayment of wages or benefits for more than six (6) months immediately prior to the employee being provided written notice of such overpayment. It is understood that any award by an arbitrator as part of a grievance decision regarding discharge or suspension shall not be covered by any such time limitation.

Employee paycheck stubs shall show the number of straight time and overtime hours worked and the straight time hourly wage rate.

H. Definitions of Full-Time and Part-Time (Part-Time/On-Call)

1. Full-Time: Full time employees are those employees who are designated by the Employer to be in Full-Time classifications after posting and fulfilling the positions in accordance with the provisions in this Agreement. Full-time employees are regularly scheduled to work forty (40) hours per week. Benefits for Full Time Employees are contained in Appendix B.
2. Part-Time (Part-Time/On-Call): Part-time employees are all other employees. Benefits for part-time employees are contained in Appendix C.

I. Supplemental Pay Provisions

1. Painting: Employees assigned to do painting shall receive an additional One Dollar and Fifty Cents (\$1.50) per hour for hours/shifts assigned such duties.
2. Power Equipment: Employees assigned to operate heavy equipment (power sweeper, power scrubber, tractor, compactor, fork-lift) shall receive an additional One Dollar and Fifty Cents (\$1.50) per hour for hours and/or shifts assigned to operate such equipment (power sweeper, power scrubber, tractor, compactor, forklift).
3. Groundwork: Employees assigned to perform groundskeeper duties shall receive an additional thirty cents (\$.30) an hour for all hours and/or shifts assigned groundskeepers duties.
4. Window Washer: Effective November 1, 2004, employees assigned to wash windows will be paid Fourteen Dollars and Twenty-Nine Cents (\$14.29) per hour and to Fifteen Dollars and Twenty-Nine Cents (\$15.29) when cleaning windows using the scissor lift. Effective April 1, 2005 the hourly rate paid for all hours or shifts assigned window washing will be increased to the same rate as Event Janitor-Matron, and employees who are assigned to clean windows using the Scissor lift shall receive an additional One dollar (\$1.00) per hour.
5. Tarpaulin Cover Crew Effective April 1, 2005, employees assigned to the tarpaulin moving crew shall no longer be paid shift pay but instead shall receive crew recognition items to be determined by the Employer.

J. Minimum Work Schedule for Part Time (Part-Time/On-Call) Employees. All employees will be guaranteed six (6) hours per day for event work and eight (8) hours for clean up crew.

K. Minimum Work Schedule for Full-Time Employees. The normal weekly work schedule for full time employees shall be five (5) consecutive days followed by two (2) consecutive days off. The normal daily work schedule for full time employees shall be eight (8) hours within eight and one half hours per day.

The Employer may assign employees to one hour lunch periods when operational needs require it, with advance notice to affected employees.

- L. Overtime. All consecutive hours worked over eight (8) hours without a break of six (6) hours or over forty (40) in a week shall be paid at time and one-half the straight time hourly rate. Every reasonable effort shall be made to give janitor employees 8 hours off between shifts with the understanding that due to event scheduling it may not be possible to give employees eight (8) hours off between shifts.

The Employer has the right to require mandatory overtime, subject to condition that part-time employees will be requested to work overtime from the top of the applicable seniority list and required to work overtime from the bottom of said list. It is the obligation of employees to obey reasonable rules and regulations adopted by the Employer and any direction given by an authorized representative of the Employer. Failure to follow such directions may be treated as insubordination and subject the employee to discipline, up to and include termination, as deemed appropriate by the Employer.

- M. Out of Class Assignment. Employees may be utilized out of their assigned classification. If an employee is assigned the full range of duties of a higher paid classification, the employee shall be paid at the higher rate of pay for each shift so assigned.
- N. Premium Events. In the event of World Series Games and Baseball All-Star Games, all employees shall receive time and one-half (1 1/2) during such games.
- O. Cancellation or Rain-Out. In case of rain-out or cancellation of an event, and if the Employer does not give reasonable notice, the Employer will pay one-half (1/2) of the minimum shift guarantee if the employee reports for work, and full minimum pay if the employee dresses out and/or is deployed.

Article 6. Working Conditions

- A. Uniforms. The Employer agrees to furnish and maintain uniforms required for employees covered by this Agreement who are required to wear uniforms.

Employees will be fitted for uniforms at time of hire and appropriate size of clothing items will be furnished by the Employer. Employees will not be sent home if the Employer is unable to provide appropriate sized clothing items. Employees may not alter uniform clothing items and must comply with the terms of the Employer's Uniform Policy. Whenever an employee provides medical verification of an allergy to polyester, the Employer will provide alternative clothing items as needed.

The Employer will contact suppliers to seek a group discount arrangement for employees to purchase black, khaki or other designated pants.

Gloves and boots will be available for employees required to move field tarpaulin.

Employees are expected to care for Employer provided uniforms, may not use such apparel for non-work activities and shall return the uniforms to the Employer at the end of each shift.

- B. Lockers and Break Rooms. The Employer shall maintain suitable dressing and break quarters for employees covered by this Agreement.

The Employer will provide lockers for employees as space permits and pursuant to Employer's locker policy. Any employee wishing to utilize a locker shall be provided with a lock for their locker by the Employer. It is understood that the Employer's property rights have not been waived by providing a lock and that the Employer shall have the right to inspect any locker on its premises at any time, subject to limitations imposed by applicable law.

- C. Rest Periods. Employees covered by this Agreement shall receive a fifteen (15) minute break for each four (4) hours of work.

- D. Safe Work Place. The Employer will make every effort to provide a safe and healthy work environment for its employees. The Employer will arrange for security to patrol the employees parking area for one hour after dismissal following Stadium/Arena events.

- E. Training. The Employer will provide appropriate training for its employees. This training should be pertinent to each classification and should be ongoing. It is understood that training is the prerogative of management except as specified in this Agreement.

- F. Parking. The Employer may provide parking space for employee's vehicles in a location designated by the Employer. Twenty-five (25) parking spots will be reserved in 'G' lot for employees on a first-come, first-served basis who display a handicapped parking placard issued by the State of California. These parking privileges may be utilized only during 'dual-event' shifts.

Article 7. Health & Welfare

- A. Health and Welfare Trust. The medical and dental plans are provided through the Health Care Employees/Employer Dental and Medical Trust (hereinafter referred to as the "Health Care Trust") administered by Winston and Associates. Plan selections shall include Kaiser Plan – 600519 and Health Net HMO Plan 29Y Group # 65936H (Mental Health Plan Y1).

In addition, the dental plan selection is Delta Dental PMI plan CA 516 with the Voluntary Dependent's option.

- B. Members of Same Family. The Employer shall make contribution for only one member of an immediate family where two or more members of such family are employed by the Employer. For purposes of this Section, "immediate family" is limited to husband, wife and their dependent children.
- C. Benefits for Full Time Employees. On or before the tenth day of each month, the Employer shall submit to this Trust Fund an alphabetical list of all full-time employees having previously completed three hundred (300) hours of employment under this Agreement who have worked one hundred and ten (110) hours or more during the preceding month. Monthly amounts paid by employer for the health and dental benefits are specified in E. below. All paid hours such as holidays, vacation and sick leave shall be included in hours worked for the purpose of Health and Welfare eligibility.
- D. Benefits for Part-Time Employees. Part-time employees who work one hundred and ten (110) hours or more the preceding month will be covered for medical and dental under the same plan as full-time employees. The Employer's contribution to medical and dental under the same plan as full-time employees. The Employer's contribution to medical and dental on behalf of part-time employees who work one hundred and sixty-seven (167) hours the preceding month will be equal to the contribution it makes on behalf of its full-time employees. The Employer's contribution to medical and dental on behalf of part-time employees who work one hundred and ten (110) but fewer than (167) hours the preceding month will be eighty-five percent (85%) of the contribution for Full Time employees.
- E. Medical and Dental Plan Provisions and Payment. The Employer shall pay the full cost of coverage for full-time and part-time employees working 167 hours per month who choose Kaiser or HealthNet single coverage. The Employer will contribute 85% of the full cost for Kaiser and HealthNet single coverage for employees who work a minimum of 110 hours, but fewer than 167 hours, in a qualifying month. The Employer will continue to pay the same percentage of benefits costs as is currently in effect on February 1, 2008, subject to the caps as set forth in below with respect to full-time and part-time employees working 167 hours per month and part-time employees working a minimum of 110 hours, but fewer than 167 hours, in a qualifying month.

Employer Contribution Rates for Full time Employees and Part-Time Employees working a Minimum of one hundred sixty seven [167] Hours per Month

Plan	CURRENT CAP EMPLOYER COST	MAX CAP EMPLOYER COST
Kaiser Single	Full Cost	Full Cost
Kaiser Employee + 1	655.99	700.00
Kaiser Family	716.63	750.00
Health Net Single	Full Cost	Full Cost
Health Net + children	655.99	700.00

	CURRENT CAP EMPLOYER COST	MAX CAP EMPLOYER COST
Plan		
Health Net Employee + Spouse	655.99	700.00
Health Net Family	716.63	750.00

Employer Contribution Rates for Employees working a minimum of one hundred ten [110] hours but fewer than one hundred and sixty seven [167] hours per month)

	CURRENT CAP EMPLOYER COST	MAX CAP EMPLOYER COST
Plan		
Kaiser Single	85% of Full Cost	85% of Full Cost
Kaiser Employee + 1	557.59	600.00
Kaiser Family	609.13	650.00
Health Net Single	Full Cost	85% of Full Cost
Health Net Employee + Spouse	557.59	600.00
Health Net Family	609.13	650.00

The Employer will have no obligation to make payments beyond the caps, irrespective of the plan chosen by the covered employee.

- F. Waiver. Eligible employees may waive medical and/or dental coverage in accordance with the rules of the Health Care Trust.
- G. Pooling of Hours. Employer agrees to continue to explore pooling of hours with other Employers (on premises) toward eligibility for medical benefits and commits to a meeting with the Union within one month of the adoption of this Agreement.

Article 8 Grievance Procedure and Arbitration

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.

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 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.

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.

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 9 Expedited Arbitration

In order to provide for the timely and informal resolution of disputes, grievances filed pursuant to Article 8 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 21.2. 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 below.

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.

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.

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.

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.

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.

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.

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.

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 8 of this Agreement, wherein the parties are not limited to representation by any person of their choice.

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 10. Savings Clause

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

Article 11. No Strike or Lockout Provisions

Within the term of this Agreement, there shall be no lockout of the employees covered by this Agreement. The employees covered by this Agreement shall not engage in any strike, concerted slowdown, concerted sit down, work stoppage or other economic activity. Lastly, neither the employees, officers or agents of the Union shall authorize, assist, encourage, condone, ratify or lend support to any such activities.

However, it shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action for any employee covered by this Agreement to refuse to go through a legal picket line established because of a primary strike against Employer authorized by the Alameda County Central Labor Council or Teamsters Joint Council 7.

Article 12. Discipline and Discharge

- A. No employee shall be disciplined without just cause. The reason for discharge or other disciplinary action must be given to the employee and the Union Representative or the Steward.

The employee may request the presence of a Union Steward when being suspended or terminated. The Employer must grant such request except when circumstances are such that require immediate action. In the absence of the Union Steward, the employee may request the presence of another employee.

- B. Discipline will consist of up to four (4) steps:
1. Documented verbal warning
 2. First written warning
 3. Suspension or Final written warning

4. Termination

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

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

All discipline notices shall be retained in the employee's personnel file for no longer than fifteen (15) 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.

C. Copies to Union. A copy of all written warnings and reprimands shall be provided to the employee. Copies in regards to steps 2, 3 and 4 above shall be provided to the Union within five (5) working days.

D. Union Representation. In case of discharge, an employee may request to have a Union Representative present before the action becomes final except when circumstances require immediate action.

Appeal of Discipline. Should the employee desire to contest discipline or termination, the matter shall be processed under the grievance procedure.

F. Call -Off. Employees may call to cancel a shift without receiving discipline for up to four (4) hours before the start of the shift.

Article 13. Seniority

A. Definition of Seniority. Seniority shall be defined as length of employment beginning with the date of hire with the Employer in the bargaining unit. Ties in seniority shall be broken by alphabetical order of the last name.

B. Layoff Seniority. In the case of layoff and rehire, seniority shall govern within each classification as set forth in Article 1.A, that is the least senior employee shall be the first one laid off and the most senior employee shall be the first one rehired. Probationary employees shall be laid off first.

Employees on layoff shall be subject to recall up to one (1) year following the date of layoff. Employees who wish to be recalled shall maintain their current address and telephone number with the Human Resources Department. Employees who do not response to a recall notice within seven (7) business days of notice or are unable or unwilling to return shall be removed from the list.

Full time employees shall receive two (2) weeks' written notice of layoff.

- C. Scheduling and Overtime for Part-Time Employees. Where practical, scheduling of hours, including overtime, shall be done on the basis of seniority. To the extent required by the Employer, mandatory overtime will be forced from the bottom of the seniority list. For all events, scheduling of hours and overtime where practical shall be done on the basis of seniority. The Employer reserves the right to meet with the Union during the term of this Agreement to change the scheduling confirmation processes in order to minimize administrative time, effort and cost; however, such discussions shall not result in changing the basic scheduling systems specified in this Agreement unless by mutual agreement.
1. The Employer shall prepare and maintain a seniority list for each classification set forth in Appendix "A." The Union shall be provided a seniority list for each classification every three (3) months. These lists shall also be posted at such time in an area mutually agreed to between the Union and the Employer.
 2. The Employer shall call an employee and advise of any schedule change when possible under the circumstances, which may occur after the employee acceptance of the schedule. The Employer shall call the phone number on file. It is the employee's responsibility to maintain a current day time phone number and alternate phone number or answering machine where messages may be left and to advise the Employer, in writing, of any changes.
 3. For part-time employees, to the extent possible, the Employer shall attempt to assign a full weeks' work of forty (40) hours to senior employees, prior to less senior employees being scheduled for forty (40) hours. Full time employees in a classification shall be scheduled for a minimum of forty (40) hours, before part-time employees in a classification may be scheduled.
 4. Exceptions to Scheduling. In the application of Article 14, Subsection C, it is understood the exceptions to scheduling of hours, including overtime can arise because of several factors, including the non-availability of a senior worker to work certain hours of days of the week.
 5. By the 10th of each month, the Employer shall send the Union a list showing the schedule worked, events and hours for each employee.
- D. Cancellations. Once an employee cancels his/her shift for an event, the cancellation shall stand and other available employees will be scheduled for that event in accordance with the provisions of this Agreement.
- E. Promotions. In the case of promotion, merit and ability being equal, seniority based on date of hire shall govern. Promotion is defined as movement to a specific job classification within the employee's Department, which has a higher rate of pay.

- F. Job Notice Postings. The Employer shall post for fourteen (14) calendar days a notice of regular job openings for classifications covered by this Agreement at locations agreed to by the Employer and the Union. The Employer shall not be responsible for employees who are unable to or fail to read such posting.
- G. Removal from Seniority List. Seniority rights shall be forfeited for the following reasons: discharge for just cause, resignation, or a layoff without recall to work within twelve (12) months from the date of such layoff. Except for any employee on approved leave, an employee will be removed from the seniority list and his/her employment terminated if he/she has refused any and all work during the preceding rolling twelve (12) month period. Employees can challenge removal from the seniority list through the grievance procedure.
- H. Transfer of Seniority. In the event that the Employer takes additional work in house that is represented by the Union and/or becomes part of the SEIU bargaining unit, the Employer agrees to meet with the Union and negotiate the impact of such transfer of work.

Article 14. Union Steward

The Union may appoint two (2) Union stewards and two (2) alternatives. The steward shall be allowed a reasonable amount of paid work time for the processing of grievances on behalf of bargaining unit employees and to conduct Union business; however, no more than one (1) steward (including alternates) at any one time from each department shall be granted such paid work time for Union business. Any employee who has a reasonable belief that a meeting with a supervisor may result in his/her own discipline may request the presence of a Union shop steward.

Article 15. Labor-Management Committee

Regular Labor-Management meetings are encouraged. Such meetings can be scheduled by mutual agreement between the Employer and the Union. Both parties agree to meet upon request of the other at least once a month. Composition of each delegation to such a meeting is to be decided by each party. The number of persons in each delegation should not exceed five (5) people. Employees covered by this Agreement shall be paid for their attendance at such meetings to a maximum of two (2) hours per meeting.

Article 16. Leave of Absence

- A. Medical Leave of Absence. Leaves of absence without pay for medical reasons, including maternity leave, may be granted to employees for the period of disability, provided that the employee makes the request for said leave in writing to the Employer, accompanied by an acceptable physician's certificate. Such leaves of absence shall not be in excess of thirty (30) days unless extended by the Employer or unless otherwise provided by applicable State and Federal laws.

When the employee returns to duty from an authorized leave of absence, the employee is required to submit a return to work release as required by Able policies. An employee shall be, insofar as possible, reinstated in the same classification, provided that the employee must provide the Employer two (2) weeks notice of intent to return from leave. The procedures followed in returning the employee to work will be consistent with the Return to Work language in Able's Family Medical Leave Act (FMLA) policy.

Full time employees shall not accrue benefits while on leave of absence but shall not lose any previously accrued benefits and shall continue to accrue seniority.

Part-time employees' seniority date shall be altered due to use of this section.

- B. Family Medical Leave Act. The Employer and the Union agree to comply with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Eligibility for leave is based on a rolling twelve (12) month period measured backward from the date an employee requests a leave to begin. Employees who earn vacation under this Agreement may be required to utilize five (5) days of accrued vacation time prior to receiving Paid Family Leave in accordance with California law.
- C. Personal Leave of Absence. An unpaid leave of absence for personal reasons may be granted to employees with more than one (1) year of service with the Employer. Leave is limited to no more than thirty (30) calendar days. Employees must request such leave a minimum of four (4) weeks in advance, except in case of emergency.
- D. Leave of Absence for Union Business. The Employer may grant unpaid leave for an employee to work for the Union on a case by case basis. Employee shall not lose any previously accrued benefits and shall continue to accrue seniority.

Article 17. Availability to Work

- A. Maintain Current Availability. Employees must maintain current availability.

If employee establishes a pattern of excessive refusals and cancellations, he/she will be removed from the schedule.

- B. TNA's (Temporary Non-Availability). An employee may submit a written request for temporary non-availability (*TNA) status seven (7) calendar days prior to the date(s) for which TNA is sought and such request will normally be granted. TNA's may be denied for operational reasons including, but not limited to, extraordinary schedule requirements. With less than seven (7) days notice being provided by the employee, the TNA may be granted if operationally feasible as determined by the Stadium/Arena management.

Article 18. SEIU Training Fund

Effective at the beginning of the 2010 A's Baseball Schedule at the Coliseum, the Employer agrees to pay two hundred and eighty dollars (\$280.00) per fiscal year into SEIU Local 1877's Training Fund Trust. (Leadership Training and Education Fund). However, within six (6) months of the date hereof, and at the end of each subsequent calendar year, the parties shall meet to determine if participation in said Fund will continue and whether contributions should be increased, reduced or remain the same. In the absence of agreement on such matters, the no strike provisions contained herein shall remain in full force and effect.

Article 19. Management Rights

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.

In the event of any conflict between a provision in this Article 19 and another provision of this Agreement, or between a provision in this Article 19 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 20. Term of Agreement

This Agreement shall be effective April 3, 2010, and shall remain in effect until October 31, 2011, and shall remain in full force and effect thereafter until such time as either party desires to cancel, amend or modify this Agreement, in which event sixty (60) days notice shall be given in writing.

Dated: _____

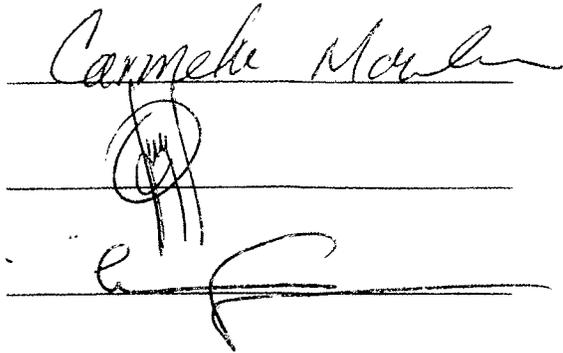
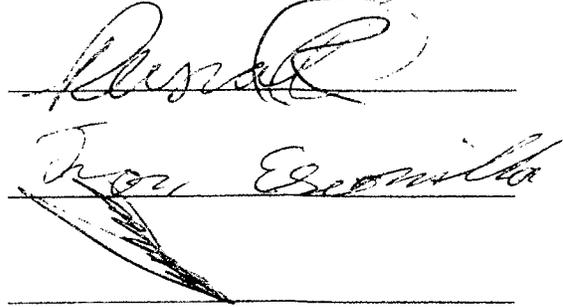
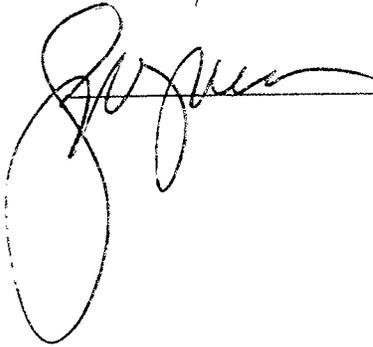
Dated _____

FOR THE EMPLOYER
ABLE BUILDING MAINTENANCE
Oakland Coliseum

FOR THE UNION
SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL
1877, AFL-CIO-CLC

Dated: 3/3/11 _____

Dated: _____



APPENDIX "A"

WAGES

Classification	Effective November 1, 2009			
	1st 300 hrs	2nd 300 hrs	3rd 300 hrs	Thereafter
Janitor Department				
Part-Time Janitor/Matron	\$12.34	\$13.90	\$15.43	\$16.90
Part-Time Janitor/Matron Lead (+\$0.80)	\$17.86			
Part-Time Janitor/Window Washer	Same as Part-Time Janitor/Matron			
When cleaning windows using scissor lift +\$1.00	\$18.08			
Part-Time Janitor/Painter (+\$1.50)	\$18.63			
Part-Time Janitor/Equipment Operator (+\$1.50)	\$18.63			
Part-Time Janitor/Groundskeeper (+\$0.30)	\$17.32			
Full-time Janitor/Matron	\$18.30			

Janitor/Window Washer: See Article 5.I.4.

Janitor/Painter: See Article 5.I.1.

Janitor/Equipment Operator: See Article 5.I.2.

Janitor/Groundskeeper: See Article 5.I.3.

Classification	Effective November 1, 2010			
	1 st 300 hrs	2 nd 300 hrs	3 rd 300 hrs	Thereafter
Janitor Department				
Part-Time Janitor/Matron	\$12.71	\$14.32	\$15.89	\$17.50
Part-Time Janitor/Matron Lead (+\$0.80)	\$18.40			
Part-Time Janitor/Window Washer	Same as Part-Time Janitor/Matron			
When cleaning windows using scissor lift +\$1.00	\$18.63			
Part-Time Janitor/Painter (+\$1.50)	\$19.19			
Part-Time Janitor/Equipment Operator (+\$1.50)	\$19.19			
Part-Time Janitor/Groundskeeper (+\$0.30)	\$17.83			
Full-time Janitor/Matron	\$18.85			

Janitor/Window Washer: See Article 5.I.4.

Janitor/Painter: See Article 5.I.1.

Janitor/Equipment Operator: See Article 5.I.2.

Janitor/Groundskeeper: See Article 5.I.3.

Appendix "B"

Benefits for Full Time Employees

Section 1. Holidays

- A. Holidays Observed: Effective January 1, 2005, the following holidays shall be observed with pay for all full-time employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
July Fourth	Christmas Eve

In addition employees who have been employed as a full time employee for more than one (1) year shall receive one (1) floating holiday per calendar year. Employees may take a floating holiday with approval of the supervisor, and such approval shall not be unreasonably withheld. Floating holidays must be requested at least fourteen (14) days in advance and must be used within the calendar year.

- B. Observance of Holidays: Holidays shall be observed on the calendar days on which they fall. Employees shall not have their work schedules changed during a week in which a holiday occurs to avoid the payment of holiday pay.
- C. Holidays that fall on Day Employee is Scheduled to Work: When a holiday falls during an employee's scheduled workweek and he/she is not required to work, he/she shall be paid for the day at his regular rate of pay. If an employee works on a holiday falling during his/her scheduled workweek, he/she shall be paid at the rate of time and one-half(1-1/2) for that shift, in addition to the regular day's pay; that is, two and one-half (2-1/2) days; pay for the holiday worked.
- D. Holidays that Fall on Day Employee is Not Scheduled to Work: When a holiday falls on an employee's day off and the employee does not work, he shall be granted an additional day off with pay either on the day before or the day after his regularly scheduled days off. However, the Employer may at his option pay an additional day's pay for said holiday in lieu of granting the additional day off with pay. When a holiday falls on an employee's day off and he/she is required to work on that day, he/she shall be paid for all hours worked at double time; that is at two (2) times his regular rate of pay.
- F. Holidays as Time Worked: Holidays paid for but not worked during an employee's scheduled workweek shall be considered as days worked in computing overtime for work performed later in the same workweek.

- G. Additional Holiday: If the Federal Government enacts a Cesar Chavez holiday, it will be added as a holiday.
- H. Holidays as Time Worked for Health and Welfare Eligibility: Holidays paid for but not worked shall be considered as days worked for the purpose of Health and Welfare eligibility.

Section 2. Vacations and Sick Leave

- A. Vacation Accrual: Full-time employees after twelve (12) months continuous employment shall be entitled to ten (10) days vacation with pay. Full-time employees after five (5) or more years continuous employment shall be entitled to fifteen (15) days vacation with pay. Full-time employees after ten (10) or more years of continuous employment shall be entitled to twenty (20) days vacation with pay.

All employees shall begin accruing the 3rd week of vacation on their 5th anniversary and their 4th week of vacation on their 10th anniversary.

- B. Vacation Rate: An employee's vacation pay shall be at the hourly rate effective when he/she takes the vacation.
- C. Vacation Pay-Off Upon Termination: Prorata vacation shall be granted on the basis of five sixths (5/6) of a day per month to all employees who have been employed a minimum of six (6) months, and whose employment is terminated by layoff, quit or discharge. The maximum prorated vacation benefit shall be ten (10) days for those employees with less than five (5) years of service. For those employees with five (5) years but less than ten (10) years of service, prorated vacation benefits shall be one and one-quarter (1-1/4) days per month of service, and for those employees with over ten (10) years of service, prorated vacation benefits shall be one and two-thirds (1-2/3) days per month. Employees shall accumulated vacation credits on the basis of five-sixths (5/6) of a day per month for employees with one (1) year or more service; one and one-quarter (1-1/4) days per month for employees with five (5) or more years; and one and two-thirds (1-2/3) days per month for employees with ten (10) or more years of service. An employee, with the approval of his/her supervisor, may use any portion of his vacation up to the total amount earned at various times, provided that no employee shall be eligible to use his/her vacation before completing twelve (12) months of employment.

If the Employer sells, transfers or merges its business, it shall pay its employees who have been employed for six (6) months or more their pro rata earned vacation pay up to the time of the change of ownership.

- D. Holidays During Scheduled Vacation: An additional day of vacation shall be granted with pay when a holiday falls during the vacation period.
- E. Seniority Accrual While On Leave: All time lost from employment because of absence up to sixty (60) days through sickness, layoff or leave of absence approved by the Employer shall be considered as time worked for the purpose of determining the length of employment.

- F. Sick Leave Accrual and Usage: Full-time employees who have been continuously employed by the Employer for a period of at least one (1) year shall receive paid sick leave of eight (8) days per year, accrued by pay period, cumulative to a maximum of forty (4) days. A doctor's certificate or other reasonable proof of illness may be required by the Employer where there is reasonable doubt as to illness or for illness of five (5) days or more. Such sick leave with pay shall apply only in cases of bona fide illness or accident and shall be paid in the following manner:

First workday's absence: no pay except where the employee is hospitalized.

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

Such waiting periods shall apply to each illness or accident if the sick benefit allowance has not been used up in the previous illness during the same year.

Sick leave, up to a maximum of four (4) hours per incident, shall also apply for hours directly associated with medical and dental appointments, provided that the employee gives the Employer twenty-four (24) hours advance written notice of the appointment and supplies written verification that the appointment was kept.

Sick benefits are a cash bonus.

- G. Industrial Injury or Illness and Disability Leave: In industrial injury or disability cases, Workers' Compensation or State Disability (SDI) benefits and sick benefit allowances shall be paid separately, but in the event Workers' Compensation payments or SDI payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with Workers' Compensation or SDI payments is to be automatic.

The Employer may not waive integration, and any employee entitled to Workers' Compensation or SDI payments must apply therefore (in order that the principle of integration may be applied) before sick benefits are payable.

- H. Bereavement Leave: When a death occurs in the immediate family of a part-time or full-time employee, the employee is entitled to a sick leave of three (3) days, such leave is to be deducted from his/her accrued sick leave. Immediate family is defined as spouse, domestic partner as registered with the State of California, sister, brother, daughter, son, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent and grandchild. At the request of the Employer, the employee shall furnish a death certificate or other proof such as an obituary.
- I. Vacation and Sick Leave as Time Worked for Health and Welfare Eligibility: Paid vacation and sick leave shall be considered as time worked for the purpose of Health and Welfare eligibility.

Section 3. Paid Jury Duty and Court Appearance

- A. Reimbursement: Full-time employees required to serve on a jury, or required to report to court in person to respond to a jury duty summons or required to report for jury duty shall be reimbursed by the Employer at their base rate of eight (8) hours each day, less any jury fees received by them to a maximum of twenty (20) days.
- B. Appearance Involving Stadium/Arena: Employees required to appear in court as a witness or a complainant involving an accident at the Stadium/Arena shall be paid at their normal rate of pay. Reasonable proof of appearance shall be provided to the Employer.
- C. Jury Duty Leave as Time Worked for Health and Welfare Eligibility: Paid jury duty and court appearance leave shall be considered as time worked for the purpose of Health and Welfare eligibility.

Section 4. Pension

Effective November 1, 2009, Employer shall contribute fifteen cents (\$.15) for each straight time hour worked by or paid to each employee to the SEIU National Industry Pension Plan. The Employer shall be bound to the rules and regulations of said Plan, and shall execute a subscriber agreement which is uniformly used by the Plan.

APPENDIX "C"

Benefits for Part-Time Employees

Section 1. Holidays for All Event Based Employees

All part time employees will be paid for all hours worked on the following holidays at the rate of time and one-half (1-1/2):

Martin Luther King, Jr. Birthday
July 4th
Memorial Day
Labor Day
Veteran's Day
Thanksgiving Day
New Year's Eve
Christmas Day

If the Federal Government enacts a Cesar Chavez holiday, it will be added as a holiday.

Section 2. Janitor Department Event Based Employees

The parties agree that they will make best efforts to discuss the issue of benefits for part-time janitor event-based employees within thirty (30) days of the date that all parties have executed this agreement. The parties also agree that they will make best efforts to meet no later than thirty (30) days of the date that all parties have executed this Agreement to discuss Appendix C, Section 2 and the issue of seniority as it relates to scheduling, job skills/abilities and other aspects that govern members' hours.

Section 3. Pension

Effective November 1, 2009, Employer shall contribute fifteen cents (\$.15) for each straight time hour worked by or paid to each employee to the SEIU National Industry Pension Plan. The Employer shall be bound to the rules and regulations of said Plan, and shall execute a subscriber agreement which is uniformly used by the Plan.

