

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CONDOMINIUM COOPERATIVE EMPLOYERS COUNCIL  
OF SAN FRANCISCO**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1877**

Effective October 1, 2009 – September 30, 2012

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**THE CONDOMINIUM COOPERATIVE APARTMENT EMPLOYERS  
COUNCIL OF SAN FRANCISCO  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1877**

**AGREEMENT**

**Section 0. GENERAL INFORMATION**

**0.1 Duration of Contract**

October 1, 2009 through September 30, 2012

**0.2 Parties to the Agreement**

AGREEMENT, by and between CONDOMINIUM COOPERATIVE APARTMENT EMPLOYERS COUNCIL OF SAN FRANCISCO, party of the first part, on behalf of its members at the locations listed in Addendum "A", hereinafter referred to as the "Employer", and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1877, affiliated with the Service Employees International Union, party of the second part, hereinafter referred to as the "Union", acting on behalf of the Employees in the classifications specified in Section 11 below.

**0.3 Intent**

It is the intent of the parties to this Agreement that all Employees, Union Representatives, Owners and Managers treat each other with dignity, respect, courtesy and trust, and that these principles shall apply in all dealings with residents and guests. It is the intent of the parties that the provisions of this Agreement further these goals.

## **Section 1. RECOGNITION**

### **1.1. Bargaining Representative**

The Council recognizes the Union as the exclusive collective bargaining representative for all job classifications specified herein who are employed in either a condominium or a cooperative apartment owned by a signatory employer in the City and County of San Francisco.

### **1.2 Strikes and Work Stoppages**

During the term of this Agreement, the Union agrees that its members will not engage in nor will the Union authorize or condone a strike, concerted sick-out, boycott or other type of work stoppage. Upon notification of a violation of this paragraph by members of the Union, the Union agrees to use its best good faith efforts to end such violation as quickly as possible.

The Employer agrees not to engage in any lockouts.

Notwithstanding the above, the observance of a bona fide picket line of another labor organization (sanctioned by the San Francisco Labor Council) by an individual member of the Union shall not constitute a breach of this Agreement. The Union shall not command, order or direct employees to exercise their rights under the foregoing clause but shall have the right to advise employees whether the strike or picket line is sanctioned, as to the facts of the particular labor dispute and as to the employee's rights under the foregoing clause. Each individual employee shall have the right to make his/her free choice to cross or not to cross any sanctioned picket line as defined above. The Union shall not coerce individual employees with respect to this matter, but may give its recommendation and the reasons for such recommendation.

### **1.3 Discrimination**

There shall be no discrimination by the Employer or by the Union against employees on account of union membership or union activities. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race/color, national origin/ancestry, sex, religious creed, age, mental or physical disability, veteran status, medical condition, marital status, or sexual orientation.

### **1.4 Contractors and Subcontractors**

All contractors and subcontractors performing work of the classifications listed in this Agreement at any location listed in this Agreement shall comply with all economic and non-economic provisions thereof. In the event that any Employer

contracts out any work covered under this Agreement, the incoming contractor or subcontractor shall hire all of the affected employees (subject to paragraph 2 below) and recognize their original seniority for all purposes.

If the Building Owner(s) modifies, or approves, a reduced staffing schedule for the incoming contractor or subcontractor which causes a reduction in any classification, it shall be implemented in accordance with the Layoff provisions of this Agreement. Employees laid off in accordance with this provision shall have recall rights with the incoming contractor or subcontractor.

If the Building Owner(s) terminates the services of a contractor or subcontractor and resumes direct employment of the employees performing work covered under this Agreement, such change shall be handled in accordance with this Section, and the obligation to recall laid off employees in accordance with the terms of this Agreement would be transferred to the Building Owner(s).

“Contractor” for the purpose of this Section shall include other entities such as property management companies which become the Employer of affected employees.

## **Section 2. UNION MEMBERSHIP**

### **2.1 Membership as a Condition of Employment**

Membership in the Union on or after thirty-one (31) days following the beginning of employment or the effective date of this Agreement, whichever is later, shall be a condition of employment to the extent consistent with the law.

### **2.2 Discharge for Failure to Join the Union**

Upon satisfactory proof from the Union, the Employer agrees to discharge any employee who fails to make application for and complete membership in the Union or, alternatively, fails to tender initiation fees and dues uniformly required as a condition of acquiring or retaining membership.

### **2.3 Recognition of Shop Stewards and Regional Shop Stewards**

The Employer will recognize Shop Stewards and Regional Shop Stewards, designated as such in writing by the Union, as representatives of the Union for the purpose of presenting the Union’s interpretation of the contract on a day-to-day basis. Only such Stewards so designated by the Union in writing shall have the authority to act as Shop Stewards. Union activities shall not interfere with their regular job duties except as mutually agreed between the Stewards and the Employer. Regional Shop Stewards designated in writing by the Union shall have the authority to represent members in any worksite covered under this

Agreement. The Employer shall not be obligated to deal with any Shop Steward until written confirmation of his/her appointment is received. When a Regional Shop Steward is called to perform Union duties in any building other than the building where he/she works, such union duties shall be performed on the Regional Shop Steward's own time.

#### **2.4 Visitation by Union Representatives**

Duly authorized representatives of the Union including Regional Shop Stewards, not to exceed two(2) at any one time, who shall show their credentials to the Employer or its representative prior to each visit, shall be permitted to visit the building for the purpose of observing conditions under which the employees are working and to see that conditions of this Agreement are being observed, provided, however, that such visits shall be made in the employee's quarters whenever possible, or in some quarters within the building designated by the Manager. Such visits shall not interfere with the proper conduct of business or the performance of work. The Employer agrees to cooperate in arranging such visits, and shall have the right to take reasonable steps to ensure that such visits do not interfere with the performance of work. The Union shall advise all Council members in writing which Union representatives shall be responsible for a given building. Prior to making a building visit for an organized meeting, the Union representative shall advise the Employer of the time that the meeting will be held.

#### **2.5 Bulletin Board**

When there are five (5) or more employees in a building, the Employer shall provide a bulletin board conveniently located for the use of the Union in posting notice of official business of the Union. The Union agrees that it will not distribute handbills, posters or other literature pertaining to the affairs of the Union within the building except to employees represented by the Union in accordance with Section 2.4 above.

#### **2.6 Dues Collection**

Subject to receipt of a signed request and authorization from an employee, the Employer agrees to deduct union dues, initiation fees and voluntary employee contributions to the Union's Committee on Political Education (COPE) from the employee's pay, and shall monthly remit such amounts to the Union. This shall be done the first payroll of every month. The authorization form shall be mutually agreed upon by the Employer and the Union.

#### **2.7 Dues Check Off Form**

A copy of the Dues Check Off Form is available from the Union.

## **2.8 Hold Harmless**

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability against the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

## **Section 3. EMPLOYERS COUNCIL MEMBERSHIP**

### **3.1 Employers Council Membership**

All Employers joining the Condominium Cooperative Employers Council of San Francisco subsequent to the execution of this Agreement shall have the right to become parties to the Agreement, provided that written notice of such membership shall be given to the Union and after becoming members such parties shall be entitled to the benefits and subject to the obligations hereof.

Any such Employer who had been paying higher wages or providing superior benefits than those contained in the Agreement prior to such membership shall not reduce any wages or benefits upon becoming a party to this Agreement and these higher wages or superior benefits shall not serve as a precedent in determining any terms and conditions of this Agreement.

All Condominium Cooperative Employers who are present signatories to this Agreement or Condominium Cooperative Employers who may hereafter become signatories to this Agreement as provided for in Paragraph 3.1 above, shall as a condition of continued coverage by this Agreement be members in good standing of the Condominium Cooperative Employers Council of San Francisco, provided that no employer after becoming a party to this Agreement shall be relieved from the obligation of this Agreement for failure to maintain membership in good standing in the Condominium Cooperative Employers Council of San Francisco.

## **Section 4. HIRING**

### **4.1 Filling of Vacancies and New Positions**

In the filling of vacancies and new positions and in the employment of extra help, the Employer agrees to give preference of employment to active on-call employees.

In hiring, the Employer may select from applicants sent by the Union and from other sources.

The Employer shall furnish the Union within forty-eight (48) hours after the employment of any employee, his/her name and date of employment.

#### **4.2 Probation Period for New Employees**

The employees hired after the ratification of this Agreement shall be on probation for the first ninety (90) calendar days of employment. New employees terminated by the Employer during the ninety (90) day probationary period shall not be subject to the grievance procedure contained in Section 17 herein. Wages and other working conditions in the contract shall apply to employees during the probationary period. The Employer may extend the probation period for no more than one (1) additional period of thirty (30) days, with notice and explanation to the Union and to the affected employee, with the exception of employees who had at least one (1) year of service with another Employer signatory to this Agreement prior to being hired.

#### **4.3 Employer Sole Judge of Qualifications**

The Employer shall be the sole judge of the qualifications, competency and fitness in the hiring of all new Employees.

### **Section 5. SENIORITY**

#### **A. SENIORITY DEFINED**

##### **5.1 Definition**

Seniority shall be defined as the length of the most recent period of continuous service with the building or complex. Seniority shall be expressed in terms of years, months and days. Seniority shall accrue for regular employees within a given classification of work. If two or more employees are employed within the same classification on the same day, seniority between such employees shall be based on merit and ability according to their employment record.

#### **B. AN EMPLOYEE SHALL CONTINUE TO ACCUMULATE SENIORITY DURING:**

##### **5.2 Periods of Absence for Worker's Compensation**

Periods of absence of not more than six (6) consecutive months due to bonafide illness, injury or due to Workers' Compensation.

##### **5.3 Reinstatement after Termination**

Any period in which an employee has been terminated and is subsequently reinstated, unless modified pursuant to the terms of the Grievance Procedure.

**5.4 Other Authorized Reasons**

Leaves of absence of not more than six (6) months for other reasons authorized by the Employer.

**C. LAYOFF AND RECALL**

**5.5 Layoffs**

In case it shall become necessary for an Employer to lay off one or more employees, seniority shall apply, merit and ability being equal, within the classifications in the same building or complex. When the work force is increased within the classification, employees on layoff shall be recalled in order of their job classification. Thus the last employee laid off within the classification shall be the first employee rehired. The Employer shall have the burden of showing why a more senior employee should be laid off before a less senior employee based on merit and/or ability.

**D. NOTICE OF LAYOFF**

**5.6 Notice of Requirement and Pay in the Event of Layoff**

When an employee is laid off, the Employer shall give the employee seven (7) days notice in writing or one (1) week's pay in lieu thereof.

**E. RECALL**

**5.7 Notice Requirement for Recall**

Regular employees who have been laid off for more than thirty (30) consecutive days shall be notified by the employer at least forty-eight (48) hours before they are scheduled to return to work, unless such notice is waived by the employee.

**F. CONSIDERATIONS FOR FILLING VACANT POSITIONS**

**5.8 Considerations – Regular Employees**

The Employer will set the qualifications for a particular job based on business needs. Such qualifications will be set forth in writing. A vacancy requiring a job posting occurs only when an employee retires, quits, is terminated, or an employee requests reduced hours and the Employer authorizes such a reduction. The Employer shall post the vacant position(s) in an on-site location accessible to all employees eligible to bid on the position(s), with a copy faxed or

e-mailed to the Union at the beginning of the posting period, for a minimum of seven (7) calendar days before permanently filling the position(s). Current employees may bid for vacant positions and scheduled shifts (which include days off). The Employer will make the decision based upon seniority along with qualifications, merit, and ability, in accordance with their employment record (barring a bad employment record, the senior employee gets the job).

### **5.9 Bumping**

There shall be no bumping. Bumping is defined as a more senior employee switching to a non-vacant shift worked by a less senior employee.

### **5.10 Short-term vacancies**

Short-term vacancies caused by an employee's Leave of Absence or workers' compensation claim shall be filled by offering the available shifts to current employees before bringing in someone from outside the building to cover the shifts. The Employer shall not be required to offer a shift to an employee if such a shift would require payment of overtime to the employee.

## **G. TRANSFERS**

### **5.11 Transfers**

An employee transferred by his/her Employer from one worksite covered under this Agreement to another worksite covered under this Agreement shall retain his/her original seniority for the purpose of all economic benefits of this Agreement. No employee shall be transferred involuntarily. No employee shall be transferred from a worksite covered under this Agreement to a worksite not covered under this Agreement. Transfers shall only be made into a vacant position.

## **Section 6. VACATIONS**

### **6.1 Vacation – Years One (1) through Four (4)**

All employees shall be entitled to at least two (2) weeks vacation with pay once each year, provided that such employee shall have been in the service of the Employer continuously for not less than one (1) year at the time vacation is granted.

**6.2 Vacation – Years Five (5) through Nine (9)**

All employees who have been in the service of the Employer continuously for five (5) years or more shall be entitled to three (3) weeks vacation with pay once each year.

**6.3 Vacation – Years Ten (10) through Twenty-Two (22)**

All employees who have been in the service of the Employer continuously for ten (10) years or more shall be entitled to four (4) weeks vacation with pay once each year.

**6.4 Vacation – Years Twenty-three or More (23+)**

As of January 1, 2010, all employees who have been in the service of the Employer continuously for twenty-three (23) years or more shall be entitled to five (5) weeks vacation with pay once each year.

**6.5 Pro-Rated Vacation in the Event of Termination**

Any employee whose employment terminates after six (6) months or more of service shall be given prorated vacation pay.

**6.6 Allowable Vacation Periods**

Vacation choices shall be determined by seniority. Any new hire will be subject to the provisions of this clause once he/she reaches the first year anniversary date of employment. Vacation selection for such new hires shall be made in accordance with Section 5.1 of the Seniority provision.

All employees shall furnish vacation preferences to the Building Manager or his/her immediate supervisor between December 1 through December 15. Any employee who misses the December 15th deadline and does not furnish his/her vacation preference shall select the vacation preference from the remaining available weeks in order of seniority. Employees may select vacations from January 1st through December 31st. It is understood between the parties that the employer reserves the right to determine how many employees will be permitted to take vacations in any one classification during any one week.

**6.7 Absence from Service**

Absence from service of not more than sixty (60) calendar days because of illness, temporary layoff or leave of absence shall not interrupt the continuity of employment for the purpose of this section. In the event of such absence of more than sixty (60) calendar days, the pay for the vacation period shall be prorated on the basis of actual weeks worked.

## **6.8 Change in Ownership**

In the event of a change of ownership, the former owner shall be obligated to provide his pro rata of vacation or vacation pay and the new owner shall likewise provide his pro rata vacation or vacation pay for the current year but shall not be required to assume any further obligation arising prior to said change of ownership. The service record of employees for the purpose of vacations shall not be broken by reason of change of ownership of a building covered by this Agreement.

## **6.9 Severance of Employment Relations**

Severance of employment relations shall not disentitle an employee to vacation with pay when he is entitled thereto under this Agreement.

## **6.10 Vacation in Excess of Contract**

Any employee receiving vacation with pay in excess of those contained in this Agreement shall not have such vacation privilege reduced.

## **6.11 When Vacation Pay is to be Paid / Shift Differential**

All employees shall receive their full vacation pay prior to going on vacation, at the rate in effect at the time vacation is taken, including the shift differential, if applicable.

## **6.12 Vacation Without Interruption / Call Back Pay**

All employees shall receive their full vacation period without interruption. Any employee called back to work prior to the completion of his or her vacation shall receive time and one-half his or her regular rate of pay in addition to his or her vacation pay for the time he or she is required to work during his or her vacation.

## **6.13 Holidays During Vacation**

In the event that any of the holidays named herein occur during an employee's vacation period, such employee shall be entitled to take an additional day's vacation for such holiday with pay or an additional day's pay in lieu of, at the option of the Employer.

## **6.14 Pay in Lieu of Vacation**

It is agreed between the parties that all employees shall have the right to take pay in lieu of vacation; however, the Employer may require each employee to take a minimum of fifty percent (50%) or two (2) weeks, whichever is lesser, of his/her annual vacation accrual as vacation time off each year. The Employer shall have the option to pay only one employee under this provision per building per pay period, with preference by seniority.

If an employee takes vacation time which has been paid in advance pursuant to this provision, such vacation time taken shall count as paid hours for the purpose of eligibility for all benefits under this Agreement, and the Employer shall make such benefit payments at the time when the vacation time is taken. (For example, the employee receives a vacation cash-out of two weeks in January, and later takes one of these two weeks as vacation time in July; the Employer would pay applicable benefits for the one week taken in July as if those hours had been worked in July).

#### **6.15 Seniority Vacation Leaves of Absence**

Employees with at least two (2) years of continuous service shall, not more often than once every three (3) years, be entitled to take up to two (2) additional weeks of leave without pay immediately following their regular vacation period, provided they request such unpaid leave at least thirty (30) days prior to the start of their regular vacation period. For the purposes of selecting dates, such leaves will be determined by seniority consistent with the granting of vacation requests.

### **Section 7. HOLIDAYS**

#### **7.1 Holidays Observed**

The following days shall be observed as paid holidays: New Year's Day (January 1<sup>st</sup>), Martin Luther King's Birthday (3rd Monday in January), Memorial Day, Independence Day (July 4<sup>th</sup>), Labor Day, Veteran's Day (November 11<sup>th</sup>), Thanksgiving Day, the day after Thanksgiving Day, Christmas Day (December 25<sup>th</sup>). In addition, each employee shall receive two (2) floating holidays each calendar year which are to be scheduled no less than two (2) weeks in advance and by mutual written agreement between the Employer and employee. Where appropriate, seniority will apply. Employees must receive their floating holidays each calendar year. It is understood that on holidays, the Employer shall be permitted to designate the employees to be off. Employees shall be rotated to provide all employees an equal opportunity to enjoy holidays. An employee whose regular day off falls on a holiday shall be granted an additional day off during the ensuing fourteen (14) days or he or she shall receive pay in lieu thereof at the employee's regular rate of pay. In the event an employee's shift falls within two calendar days, the holiday observance shall be on the shift in which the majority of hours are scheduled.

#### **7.2 Observance**

New Year's Day (January 1<sup>st</sup>), Independence Day (July 4<sup>th</sup>), Veterans' Day (November 11<sup>th</sup>), and Christmas Day (December 25<sup>th</sup>), will always be observed on the day they occur. Actual Holiday dates in each year of this Agreement are listed in Addendum B.

### **7.3 Eligibility**

In order to be eligible for holiday pay, an employee must work or be off according to his or her regular schedule on the last regular work day immediately prior to a holiday and on the first regular work day immediately following that holiday, unless the Employee can show a justifiable excuse for his absence to his or her employer. An employee who fails to report as scheduled for work on a holiday shall forfeit his or her holiday pay.

### **7.4 Pay Rate for Holidays**

Any employee working on a holiday listed in Section 7.1 shall be paid overtime at the rate of time-and-one-half, in addition to a day's pay for the holiday.

### **7.5 Pay Rate for Holidays When They Fall on a 6th Consecutive Day**

Employees required to work on the sixth (6th) consecutive day in any one week and when that sixth (6th) day falls on a holiday the employee will be paid two-and-one-half (2 1/2) times his or her regular salary.

## **Section 8. SICK LEAVE**

### **8.1 Rate at Which Leave is Earned**

Each employee shall start earning sick leave on the first day of employment, at the rate of 6.67 hours per month up to a maximum of ten (10) days per year. Employees with regular work schedules of fewer than sixteen (16) hours per week shall earn paid sick leave after ninety (90) calendar days of their date of hire at the rate of one hour for every thirty (30) hours worked.

### **8.2 When Sick Leave is Payable**

Sick leave will be payable to the employee on the first day an employee is sick or hospitalized. Such sick leave with pay shall be applicable only in cases of bona fide illness or accident. Sick leave will also be payable to the employee for doctor or dental appointments. Such sick leave with pay for said appointments shall be applicable only in cases where the employee has provided the Employer with at least seventy-two (72) hours advance notice of the appointment, where the employee has obtained the employer's prior approval of the absence and where the employer requests written verification by a physician that the employee was at the appointment, that such is provided. An employee may also use leave to care for a sick or injured family member which shall be defined as

father, mother, sister, brother, current spouse, child, or registered domestic partner of the employee.

### **8.3. Payable for Regularly Scheduled Workdays**

Sick leave is specifically payable for regularly scheduled workdays only, at that employee's straight-time rate of pay.

### **8.4 Sick Pay for Regular Part-Time Employees**

Regular part-time employees who work fewer than twenty four (24) hours per week and at least sixteen (16) hours per week shall be eligible for pro-rata sick pay.

### **8.5 Unused Sick Pay**

All employees shall accrue sick pay up to a maximum of thirty-five (35) days.

### **8.6 Integration with Disability and Worker's Compensation**

In cases where an employee is eligible to receive disability benefit payments either under California Unemployment Insurance Code or comparable voluntary disability insurance plan, the employee shall apply for and received his/her full disability payment. The sum of each disability benefit payment plus sick leave pay shall equal but not exceed the employee's regular rate of pay. In applying this provision, the Employer shall pay its portion of the amount due the employee for each day so that together with the employee's full disability benefit payment shall equal the employee's regular rate of pay.

The same method of integration shall apply in cases of worker's compensation insurance benefits.

### **8.7 Verification**

After two (2) or more consecutive days of sick leave, the Employer may require a doctor's certificate. If there is evidence of prior sick leave abuse by an employee, the Employer may require a doctor's certificate from that employee after one (1) day of sick leave.

### **8.8 False Claims**

Any employee accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to discipline up to and including termination. Any employee on paid sick leave for a particular shift from one employer due to the employee's illness or injury and working for another employer on that same shift or the immediate next shift for which he/she receives the paid sick leave shall be considered in violation of this provision and subject to immediate termination.

**8.9 Purpose of Sick Leave Benefits**

Sick leave benefits are only intended to be a protection against income loss while ill or disabled. There will be no compensation for unused sick leave at the termination of employment.

**8.10 Waiver of San Francisco Sick Leave Ordinance**

To the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code sub-section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

**Section 9. WELFARE FUND, PENSION TRUST AND RETIREMENT SAVINGS PLAN**

**A. WELFARE FUND**

**9.1 Purpose of the Welfare Fund**

For the purpose of establishing and providing hospitalization, medical and surgical care, dental, vision care, and group life insurance programs, the Employer shall contribute to the Apartment Employees Welfare Fund the following sums for each straight-time hour worked by the employees covered by this Agreement.

**9.2 Welfare Fund Contribution in Dollars up to (per the schedule listed below or any amount as determined by the Trustees)**

|  |                  |
|--|------------------|
| Effective February 1, 2010 (based on January hours): | \$ 5.76 Per Hour |
| Effective February 1, 2011 (based on January hours): | \$ 6.34 Per Hour |
| Effective February 1, 2012 (based on January hours): | \$ 6.97 Per Hour |

It is the intention of the parties that the benefit plan in effect as of October 1, 2004 shall remain in effect for the duration of this Agreement. In the event that the Employer contributions as specified above are not sufficient to maintain the current level of benefits, the parties to this Agreement (the Union, representative of the employees and the Employer) shall meet to discuss potential changes in the Health & Welfare provisions under this Agreement. It is understood between the parties that these discussions shall not result in the Employer contributing any more than the maximums specified above.

If during the term of this agreement the Congress enacts legislation that results in some form of taxation on the Health Plan contained herein, the Parties agree to reopen this contract to negotiate over same. Such negotiations shall be limited to a resolution of how the allocate the taxes involved between the Parties. Further, during such negotiations Section 1. Recognition, 1.2 Strikes and Work Stoppages, shall be suspended.

### **9.3 Payment**

Before the tenth (10th) day of each month, the Employer shall make irrevocably the required payments for the same calendar month, and such payments shall be made on behalf of each employee who has worked eighty-one (81) or more straight-time hours for said Employer during the previous calendar month, so as to provide coverage for benefits in the same calendar month (for Kaiser) or in the following calendar month (for Dental).

An employee who has worked a total of eighty one (81) or more straight-time hours in the preceding calendar month for two or more employers under this Agreement, but fewer than eighty one (81) hours per month for any individual employer, shall have eligibility under this agreement upon presenting evidence of such hours worked to all affected employers, and each affected employer shall make the contribution by the tenth (10th) day of the calendar month as specified above for each hour worked during the preceding calendar month by the employee, so as to provide coverage for benefits in the same calendar month (for Kaiser) or in the following calendar month (for Dental). For the purpose of this paragraph only, "Employers under this Agreement" shall include all residential Employers which participate in the Apartment Employers Trust Fund and which have agreed to the provisions embodied in this paragraph.

### **9.4 Administration**

The Welfare fund shall be administered under and by virtue of that certain Agreement and Declaration of Trust between Condominium Apartment Employers Council of San Francisco and Service Employees' Union Local 1877. The Union and Employer hereby accept the terms of said Agreement and Declaration of Trust and agree to be bound by all of the provisions thereof as amended, and hereby acknowledge prior receipt of a copy thereof. In the event the Trustees designate a different plan than the current one and the contribution required to fund such plan is less than the amount indicated in Section 9.2 above, the Employer will only be obligated to make the contribution which will fund the new benefit.

## **B. PENSION TRUST**

### **9.5 Purpose of the Pension and Trust Fund**

For the purpose of establishing and maintaining a pension plan, the Employer shall contribute to the Apartment Employees Pension Trust the following sums for each straight-time hour worked by employees covered by this Agreement:

### **9.6 Pension and Trust Fund Contribution in Dollars**

Effective October 1, 2009      \$ 1.25 per hour

The Trustees of the Apartment Employees Trust Fund have adopted a Funding Improvement Plan with an accrual rate of 0.25%, which will result in a surcharge of sixteen cents (\$0.16) per hour, which the Employer will begin paying on January 1, 2010. If during the term of the Agreement, the Fund's status is changed from a color orange to red, the Employer will assume all of the additional surcharges. If during the term of the Agreement the Fund's status returns to green, the Employer will pay an additional sixteen cents (\$0.16) per hour into the Pension Fund starting on the first of the month after the Fund returns to green.

### **9.7 Payment**

Before the tenth (10th) day of each month the employer shall make irrevocably the required payments for the preceding calendar month, and such payments shall be made on behalf of each employee for all straight-time hours worked for said employer during the preceding calendar month. The Pension Plan shall be administered under and by virtue of that certain Agreement and Declaration of Trust between the Apartment Employers Council of San Francisco and Service Employees' Union Local 1877. The Employer hereby accepts the terms of said Agreement and Declaration of Trust and agrees to be bound by all of the provisions thereof as amended, a copy of which can be obtained from the Trust.

## **C. REGULATIONS APPLICABLE TO THE WELFARE FUND AND PENSION TRUST**

### **9.8 Hours Considered for Computing Contributions**

Paid vacations, holidays, and sick leave are considered as straight time hours worked in computing contributions.

The following types of payments to employees shall not be considered as straight-time worked under this Agreement, and the Employer shall not be obligated to make welfare or pension contributions based on these payments;

- a) Christmas funds
- b) Christmas or other bonuses
- c) Vacation cash payments pursuant to Section 6.14 except when employees later take vacation time off corresponding to such vacation cash payments

### **9.9 Contributions During Sick Leave**

When an employee is absent from work because of a bona fide illness or injury for which he or she has been awarded Workers' Compensation Insurance benefits, contributions shall be made on his or her behalf by the employer during such absence for a period not to exceed three (3) months. No employer shall be required to make any contributions in excess of three months during such an absence.

### **9.10 Change of Ownership**

The service record of employees for the purpose of eligibility for welfare benefits and the requirements that an employer make contributions on their behalf as provided, shall not be broken by reason of change of ownership of a firm, corporation or building covered by this Agreement or a subsequent agreement.

### **9.11 401(k)-type Retirement Savings Plan**

The Employer agrees to facilitate employee contributions to a 401(k)-type retirement plan if and when such plan has been established by the Union.

### **9.12 Employee Retirement**

Employee retirement shall be treated according to law.

## **Section 10. PART-TIME, RELIEF AND CASUAL EMPLOYEES**

### **10.1 Regular Part-Time Employee Defined**

An employee who is scheduled to work 32 hours or less each week. Such employee shall earn benefits for holiday and vacation on a pro-rata basis as defined in this agreement.

### **10.2 Relief Employee Defined**

An employee who is regularly scheduled either full time or part time for a designated period. He/she shall accrue holiday, sick leave and vacation when working.

### **10.3 Casual/On Call Employee Defined**

An employee who is one not regularly scheduled to work. Such employees are not eligible for holidays or vacation pay.

### **10.4 Holiday Pay**

Part-time employees, relief and casual employees shall receive the applicable premium rate of pay for hours worked on any holiday as defined in this Agreement.

### **10.5 Additional Available Hours**

A regular part-time employee shall be offered additional available hours in his or her classification before such is offered to a casual employee if the part-time employee has previously notified the employer in writing of the hours he is available for additional work.

### **10.6 Emergency Relief**

If a work shift is available, the employer will call the Union Dispatcher for casual or relief employees and/or call workers from the Local 1877 list (available to employers from the Union) before going to outside sources for personnel.

## **Section 11. DEFINITIONS OF CLASSIFICATIONS**

### **11.1 "Premises"**

"Premises" shall include: Condominiums and cooperative apartments operated by the employer where such spaces exist and all floors, walls, ceilings, woodwork, trim, halls, lobbies, stairways, basements, storage rooms, porches, approaches, yards, lawns and the abutting sidewalks, alleyways and parkways, roofs, lightwells, elevators, and fire escapes.

### **11.2 "Appurtenances"**

Appurtenances shall include: apparatus and equipment, fixtures, furniture, furnishings, carpet, drapes, refrigerators and stoves.

### **11.3 "Clean"**

"Clean" shall include: sweep, scrub, mop, wash, brush, vacuum, dust, and polish.

#### **11.4 "Services Performed by Contractors"**

No regularly scheduled bargaining unit employee will suffer any reduction of work hours as a result of services performed by contractors.

#### **11.5 "Handyperson"**

An employee who is regularly engaged during half of his time or more in maintaining and making general repairs to the plumbing fixtures, furniture, woodwork, electrical systems and appliances, heating systems and appliances, elevators, ventilation systems, and window and building structures of premises where he is employed shall be classified as a Handyperson. The duties of a Handyperson shall consist of minor woodwork, painting, plumbing and electrical repairs and installations and other similar duties, together with other assignments at the employer's discretion. The employer shall furnish and bear the cost of upkeep of all tools and equipment used by the Handyperson. No handyperson shall be required to furnish his own tools as a condition of employment. The cost to replace tools lost by an employee shall be borne by the employee so long as the employer provides the employee with a secured locker or storage which only he/she has access to. It is understood that a handyperson will not be required to perform functions in conflict with the recognized field of work of any other union, and that the employment of a handyperson shall not preclude the employer from engaging the services of contractors to perform any of the above work where the skill of the handyperson is lacking or time is of the essence.

#### **11.6 "Janitor"**

The duties of a janitor shall be to clean the premises, hang curtains, drapes and pictures, move furniture and baggage and remove garbage, and in addition thereto, to make such repairs and to give such care to apparatus and equipment as may be necessary for its continuous operation and function, together with other assignments at the employer's discretion. It is understood that a janitor will not be required to perform functions in conflict with the recognized field of work of any other union, except in cases of emergency or where the interests of the owner or agent may suffer from failure to have the work done at once, and that the employment of a janitor shall not preclude the employer from engaging the services of contractors to perform any of the above work where the skill of the janitor is lacking and time is of the essence.

#### **11.7 "Resident Handyperson or Janitor"**

Resident handypersons or janitors, in addition to the prescribed duties of handyperson or janitor, as the case may be, together with other assignments at the employer's discretion, may be required to perform other minor duties during their regular work week and prior to the commencement of their regular work day, the performance of which shall not require more than thirty (30) minutes

time per day, and may be required to perform emergency services calling for immediate attention without additional compensation.

**11.8 "Head Door Attendant"**

An employee who regularly supervises two (2) or more door attendants and is responsible for scheduling of work as well as performing all of the duties of the "Door Attendant".

**11.9 " Door Attendant "**

Duties of Door Attendants shall include assisting residents and visitors entering and leaving the building on foot or by cab or other vehicle. Maintenance of building security including limiting access to authorized personnel. Maintenance of logs and answering telephones, together with other assignments consistent with the job classification at the employer's discretion. The parties to this Agreement recognize that the duties of Door Attendants can encompass coordination of various aspects of security and service to residents/ owners within the building. Current practices will be maintained.

**11.10 "Watchperson"**

An employee the major portion of whose shift is performed after twelve (12:00) midnight and before eight (8:00) a.m. and whose duties include the guarding of the entrance(s) of the building(s) in which he is employed and the performance of the general duties normally required of a watchperson and may include in addition any of the duties described above, together with other assignments at the employer's discretion.

**11.11 "Receiving Clerk"**

The duties of a receiving clerk shall be the receiving and delivering of packages, parcels and supplies for the employer and the tenants of the building as normally required of a receiving clerk. He or she shall not be required to perform any handyman or janitorial duties except as may be required in cleaning the receiving room; he/she shall be responsible for any packages, parcels or property received by him or her except those which have been stored or delivered as directed by the employer.

**11.12 Performance of Janitorial Duties by Watchpersons and Door Attendants or Performance of Watchperson or Door Attendant Duties by a Janitor or Handyperson**

Any employee classified as a watchperson or door attendant shall not perform any janitorial duties except to a limited extent where reasonably necessary; with the understanding that past practices may be maintained. Any employee

classified as a janitor or handyperson shall not perform any watchperson or door attendant duties except to a limited extent where reasonably necessary; with the understanding that past practices may be maintained.

**11.13 Emergencies**

In the event of an emergency (defined as a crisis, sudden or unexpected happening or situation), any employee can be asked to perform the work of another classification and must reasonably cooperate in doing so. He/she shall receive the pay of the higher classification.

**Section 12. RATES OF PAY**

**A. RATES OF PAY SHALL BE:**

*Note: The rates of pay listed below represent minimums.*

Effective October 1, 2009 on the first payroll period commencing thereafter, rates of pay shall be as follows:

|       | <u>Job Classifications</u>        | <u>Hourly Rate</u> | <u>1.5 X O.T. Wage</u> | <u>2 X O.T. Wage</u> | <u>85% Hourly Rate</u> |
|-------|-----------------------------------|--------------------|------------------------|----------------------|------------------------|
| 12.1  | <b>Handyperson</b>                | \$ 18.77           | \$ 28.16               | \$ 37.54             | \$ 15.95               |
| 12.2  | <b>Resident Handyperson</b>       | 18.77              | 28.16                  | 37.54                | 15.95                  |
| 12.3  | <b>Janitor Working 8 hours</b>    | 18.54              | 27.81                  | 37.08                | 15.76                  |
| 12.4  | <b>Janitor Working 4 hours</b>    | 18.99              | 28.49                  | 37.98                | 16.14                  |
| 12.5  | <b>Resident Janitor – 8 hours</b> | 18.54              | 27.81                  | 37.08                | 15.76                  |
| 12.6  | <b>Resident Janitor – 4 hours</b> | 18.99              | 28.49                  | 37.98                | 16.14                  |
| 12.7  | <b>Watchperson</b>                | 18.455             | 27.68                  | 36.91                | 15.69                  |
| 12.8  | <b>Receiving Clerk</b>            | 18.455             | 27.68                  | 36.91                | 15.69                  |
| 12.9  | <b>Head Door Attendant</b>        | 18.64              | 27.96                  | 37.28                | 15.84                  |
| 12.10 | <b>Door Attendant</b>             | 18.385             | 27.58                  | 36.77                | 15.63                  |

Effective October 1, 2010 on the first payroll period commencing thereafter, rates of pay shall be as follows: *(Twenty cents (\$.20) increase)*

|       | <u>Job Classifications</u>        | <u>Hourly Rate</u> | <u>1.5 X O.T. Wage</u> | <u>2 X O.T. Wage</u> | <u>85% Hourly Rate</u> |
|-------|-----------------------------------|--------------------|------------------------|----------------------|------------------------|
| 12.1  | <b>Handyperson</b>                | \$ 18.97           | \$ 28.46               | \$ 37.94             | \$ 16.12               |
| 12.2  | <b>Resident Handyperson</b>       | 18.97              | 28.46                  | 37.94                | 16.12                  |
| 12.3  | <b>Janitor Working 8 hours</b>    | 18.74              | 28.11                  | 37.48                | 15.93                  |
| 12.4  | <b>Janitor Working 4 hours</b>    | 19.19              | 28.79                  | 38.38                | 16.31                  |
| 12.5  | <b>Resident Janitor – 8 hours</b> | 18.74              | 28.11                  | 37.48                | 15.93                  |
| 12.6  | <b>Resident Janitor – 4 hours</b> | 19.19              | 28.79                  | 38.38                | 16.31                  |
| 12.7  | <b>Watchperson</b>                | 18.655             | 27.98                  | 37.31                | 15.86                  |
| 12.8  | <b>Receiving Clerk</b>            | 18.655             | 27.98                  | 37.31                | 15.86                  |
| 12.9  | <b>Head Door Attendant</b>        | 18.84              | 28.26                  | 37.68                | 16.01                  |
| 12.10 | <b>Door Attendant</b>             | 18.585             | 27.88                  | 37.17                | 15.80                  |

Any employee who receives wages higher than the wages listed in this agreement shall receive the annual wage increase in addition to their present wage.

Effective October 1, 2011 on the first payroll period commencing thereafter, rates of pay shall be as follows: *(Thirty cents (\$.30) increase)*

|       | <u>Job Classifications</u>        | <u>Hourly Rate</u> | <u>1.5 X O.T. Wage</u> | <u>2 X O.T. Wage</u> | <u>85% Hourly Rate</u> |
|-------|-----------------------------------|--------------------|------------------------|----------------------|------------------------|
| 12.1  | <b>Handyperson</b>                | \$ 19.27           | \$ 28.91               | \$ 38.54             | \$ 16.38               |
| 12.2  | <b>Resident Handyperson</b>       | 19.27              | 28.91                  | 38.84                | 16.38                  |
| 12.3  | <b>Janitor Working 8 hours</b>    | 19.04              | 28.56                  | 38.08                | 16.18                  |
| 12.4  | <b>Janitor Working 4 hours</b>    | 19.49              | 29.24                  | 38.98                | 16.57                  |
| 12.5  | <b>Resident Janitor – 8 hours</b> | 19.04              | 28.56                  | 38.08                | 16.18                  |
| 12.6  | <b>Resident Janitor – 4 hours</b> | 19.49              | 29.24                  | 38.98                | 16.57                  |
| 12.7  | <b>Watchperson</b>                | 18.955             | 28.43                  | 37.91                | 16.11                  |
| 12.8  | <b>Receiving Clerk</b>            | 18.955             | 28.43                  | 37.91                | 16.11                  |
| 12.9  | <b>Head Door Attendant</b>        | 19.14              | 28.71                  | 38.28                | 16.27                  |
| 12.10 | <b>Door Attendant</b>             | 18.885             | 28.33                  | 37.77                | 16.05                  |

#### **12.11 Janitor Short Shift Premium**

The above wage rate of four (4) hour janitors is inclusive of a forty-five cents (\$.45) per hour short shift premium.

**12.12 6:00 PM to 6:00 AM Pay Premium**

Effective October 1, 2009      \$ .70 Per Hour

**B. BEGINNERS' RATES OF PAY**

**12.13 Beginners' Rates of Pay**

During the first six (6) months of employment, employees shall be paid eighty-five percent (85%) of the applicable wages set forth in this section. Thereafter an employee shall be paid per the schedule above.

**12.14 Beginners' Rates of Pay Exception**

If a new employee has one or more years of experience with Local 1877 in a similar classification he/she will be exempt from this provision and will start at the 100% rate of pay.

**C. PAYDAYS**

**12.15 Regular Pay Periods**

The wages of the regular employees shall be paid semi-monthly; provided that, when such regular payday falls on a Sunday or a holiday, employees shall be paid on the immediately previous day to such Sunday or holiday. Employers currently paying wages on a weekly or bi-weekly basis shall maintain that practice. The employer will make reasonable efforts to have paychecks available by the end of an employee's shift on payday. Employees shall be paid no more than five (5) calendar days after the close of the pay period.

**12.16 Pay Upon Termination or Layoff**

If an employee is laid off or his/her services are terminated for any reason, he/she shall be paid on or before the termination of his/her last shift; any employee not so paid shall be compensated for one day's pay for each day he/she reports for his/her pay.

**12.17 Pay by Mail**

Any employee whose services are terminated may, if he/she so elects, have his/her wages sent to him/her by mail, addressed as he/she may direct.

### **12.18 Recording on Time**

Employees are to promptly and accurately record their time (i.e. starting time, meal period, quitting time, or other time absent from work) and failure to do so could result in disciplinary action.

## **Section 13. WORK DAY, WORK WEEK, HOURS AND OVERTIME**

### **A. WORK DAY**

#### **13.1 Eight (8) Hour Work Day**

Eight (8) hours within nine (9) consecutive hours shall constitute a day's work.

#### **13.2 Four (4) Hour Work Day – Short Shift**

Four (4) consecutive hours in the employ of one employer shall constitute a day's work for employees working on a short shift.

#### **13.3 Day's Work Defined**

A day's work shall be defined as the day in which the majority of the hours are worked.

#### **13.4 Resident Handyperson and Janitor to work No Later Than 5:00 P.M.**

Resident handyperson's and resident janitor's work day shall be completed not later than 5:00 p.m.

### **B. WORK WEEK**

#### **13.5 Work Week Defined**

Forty (40) hours worked in a period of five (5) consecutive days within a calendar week shall constitute a week's work, except as provided in Section 13(A) and (C).

### **C. SHORT SHIFT**

#### **13.6 Short Shift Defined**

Four (4) consecutive hours shall constitute a short shift. Except by mutual agreement between the employee and employer, janitors employed in the

morning on a short shift shall complete such short shift by 12:00 noon; if employed in the afternoon a short shift shall be between the hours of 1:00 p.m. and 5:00 p.m.

**D. SPLIT SHIFT**

**13.7 Split Shift**

There shall be no split shifts.

**E. NIGHT SHIFT**

**13.8 Night Shift Defined**

A night shift shall be deemed to be the one in which the major portion of hours is worked after 7:00 p.m. and before 7:00 a.m. Eight (8) consecutive hours shall constitute a night shift. One-half (1/2) hour meal period on the premises within eight (8) hours shall be allowed any employee working a night shift. No deductions shall be made for such meal period allowance. No shift shall have a start time after midnight and before 6:00 a.m. except in case of a bona fide emergency.

**F. WORK SCHEDULE**

**13.9 Work Schedule Defined**

A weekly schedule shall be posted in the break room, where one exists, and at the door attendant desk containing each regular employee's starting and quitting time, work days, days off, which shall not be changed by the employer without thirty-six (36) hours previous notice to the employees affected, except when made necessary by an emergency. If such notice is not given and such employee shall report for work, he/she shall be entitled to and shall be paid a sum of money equal to four (4) hours wages.

**G. OVERTIME**

**13.10 Overtime Defined**

For any work in excess of a day's work, or for any work in excess of a short shift, or for any work in excess of a week's work, or for any work performed on an employee's day off, or on holidays, overtime at the rate of time-and-one-half (1.5x) shall be paid. Double time shall be paid for all hours worked in excess of twelve (12) consecutive hours. Double time shall be paid for all hours worked on any seventh consecutive day. Overtime shall be computed based on the employee's rate of pay.

**13.11 Overtime Four (4) Hour Minimum Pay**

If an employee is required to work overtime consecutive with his or her day's work, such employee shall be paid for not less than one (1) hour at the overtime rate or the time actually worked at the overtime rate, whichever is greater. Should an employee be called back to work by the employer at the completion of his or her day's work, his or her week's work, or his/her regular days off or on holidays, he/she shall be paid for not less than four (4) hours at the overtime rate or the time actually worked at the overtime rate, whichever is the greater. Overtime shall be offered in accordance with seniority if the employee is qualified to do the work.

**13.12 Overtime Eight (8) Hour Pay Requirement**

Notwithstanding the provisions of Section 13 G. and Section 13 H. of this Agreement, should an employee be required to work on Thanksgiving Day, Christmas Day or New Year's Day, such employee shall be paid for not less than eight (8) hours at the overtime rate or the time actually worked at the overtime rate, whichever is greater.

**H. MINIMUM CALL**

**13.13 Pay Requirement when Employer Requests an Employee Report for Work**

When an employer or its representative requests a person to report for work and said person does so report at the time specified but is not put to work, the employer shall pay said person one (1) full day's wages. This rule shall not apply when the employer wishes to fill a vacancy by interviewing applicants for the job.

**I. COMBINATION JOB**

**13.14 Combination Job Defined**

When an employee occupies a position which combines two or more classifications of work, the employee shall be paid at the rate for the higher classification; provided that such classification occupies two or more hours of said employee's work day.

## **Section 14. LUNCH AND REST PERIODS**

### **A. LUNCH PERIODS**

#### **14.1 Lunch Periods**

All employees (except as provided under Section 13 E. Night Shift) shall be relieved from their duties for their lunch period and provided further that such lunch periods shall not be set by the employer sooner than three and one-half (3 1/2) hours following the commencement of their shift, nor later than four and one-half (4 1/2) hours following the commencement of their shift.

### **B. REST PERIODS**

#### **14.2 Rest Periods**

On or about the middle of each half shift, all employees shall receive one fifteen (15) minute break. No deduction shall be made for such rest period. Such break shall not interrupt ongoing services.

## **Section 15. LEAVES OF ABSENCE**

### **A. UNPAID LEAVE**

#### **15.1 Leaves of Absence**

Leaves of absence may be granted by the employer for reasons of bona fide illness or other reasons mutually agreed upon by the employer and the employee. Such leaves of absence shall be without pay except as hereinafter provided. Such leaves of absence shall not affect the employee's rights under this Agreement. The provisions in this section shall be consistent with the Americans With Disabilities Act.

### **B. JURY DUTY**

#### **15.2 Pay Requirements**

An employee who is summoned and who is physically required to report in person for jury service shall be paid the difference between his regular day's pay and any amount of jury pay received for up to twenty (20) business days of such per year.

### **15.3 Schedule Requirements**

Employees who are scheduled to work a day or evening shift on the day of jury duty and employees scheduled to work on the night shift (11:00 p.m. to 7:00 a.m.) immediately prior to jury duty shall not be required to work their shift and will receive pay under the conditions indicated in C. 15.2 above.

### **15.4 Hardship**

Since the parties recognize that there are often hardships for the employee, his or her family and the employer when jury duty is served, it is agreed the employee will promptly advise the Court of such when these situations occur.

## **C. BEREAVEMENT LEAVE**

### **15.5 Death in the Immediate Family**

In the event of a death in the immediate family of an employee, he or she shall, upon request, be granted three (3) regularly scheduled working days off with pay to make arrangements for the funeral and attend same. Up to two (2) additional days off with pay will be granted if the funeral occurs outside a two hundred (200) mile radius from the employee's residence. For the purposes of this provision, the immediate family shall be restricted to the father, mother, sister, brother, current spouse, child, mother-in-law, father-in-law, registered domestic partner of the employee and grandparents.

## **D. UNION LEAVE**

### **15.6 Leave of Absence for Union Business**

A Leave of Absence with accumulative seniority and no pay shall be granted in the event an employee is elected or requested by the Union to take time off from work for official Union business. The leave shall be for a maximum of thirty (30) calendar days but the Union may request an extension. No more than one (1) person may be requested from any one building at any one time and the Employer reserves the right to refuse a request for legitimate business necessities. The Union agrees to notify the Employer seven (7) business days in advance as to the time needed and nature of the time off requested. At buildings with fewer than five (5) employees, the Union shall only request such leaves if it can provide on-call personnel acceptable to management for the duration of such leaves.

## **Section 16. GENERAL PROVISIONS**

### **16.1 Uniforms and Laundry**

Where the employer requires the employees to wear special dress or uniforms, the employer shall furnish such special dress or uniforms and provide for their reasonable upkeep and replacement. For full time doorpersons, said uniforms shall include but not be limited to two jackets, two pants, two ties and five shirts. For full time and part time janitors, receiving clerks and handypersons said uniforms shall be one pair of pants and one shirt for each normal regular shift scheduled per week. Employees must wear appropriate footwear.

### **16.2 Dressing Rooms or Lockers**

Dressing rooms or lockers shall be provided by the employer where employees may store their belongings during working hours and change to and from street attire.

### **16.3 Break Room**

To the extent practical and where there are more than five (5) employees, there shall be a comfortable, sanitary lounge/break area/lunchroom that includes a microwave oven and refrigerator.

### **16.4 Quarters**

The Resident Handyperson or Resident Janitor shall be furnished quarters without charge. Such quarters shall be maintained in proper habitable condition at the expense of the employer. The employee's quarters shall not be entered by anyone without his or her permission or with twenty-four (24) hours notice or in case of fire or emergency.

### **16.5 Work Rules**

The Employer has the right to establish reasonable safety and work rules which shall be conspicuously posted and which the employees shall observe.

### **16.6 Breakage**

The cost of all breakage not due to gross negligence of the employee shall be borne by the employer.

**16.7 Acts of God**

Guarantees shall not apply if the employer is unable to operate due to an act of God, utility failure, government restriction, fire, flood, riot, civil commotion, the failure or refusal of the group of employees to report for or perform their work, or any cause beyond the control of the employer.

**16.8 Employee Handling of Funds**

No employee shall handle any funds of the employer unless expressly authorized in writing by the employer. Any employee so entrusted with the employer's funds shall not be held responsible for loss through robbery, fire or other circumstances beyond the employee's control. Employees handling funds shall conform to the written instructions issued by the employer.

**16.9 Fidelity Bonds**

The employer agrees to pay all fidelity bond premiums when bonds are required by the employer. All cash deposits or cash bonds in lieu of fidelity bonds now in force will be returned to the employees so affected at once.

**Section 17. GRIEVANCE AND DISCHARGE**

**A. GRIEVANCE**

**17.1 Referral to a Board of Adjustment and Arbitration**

- (1) A grievance shall be defined as any difference between the Employer and the Union involving the meaning or application of the specific provisions of this Agreement and shall be taken up in the manner set forth in this section. Any such grievance between the employee or Union with the Employer is to be received in writing by the party to whom it is directed (the Respondent) within five (5) business days of the date of the discharge on a discharge matter and within fifteen (15) business days of the date of the occurrence on all other matters.

Otherwise the discharge matter and other matters will be considered dropped. Any dropping shall be final and binding and enforceable in a court of law. If these time frames are met but the matter is not resolved: **STEP 1** – the Employer and/or its representative and the Union and/or its representative along with the grieving party (if an employee) will meet and attempt to resolve the matter within five (5) business days, of its receipt by the respondent. Subject to the availability of the parties, such meeting

must take place within thirty (30) calendar days. This deadline may be extended by mutual agreement of the parties. Otherwise, the discharge matter and other matters will be considered dropped. Any decision or dropping shall be final and binding and enforceable in a court of law.

- (2) If this time frame is met but the matter is not resolved, then the grievance shall proceed to **STEP 2** – The Employer and/or its representative and the Union and/ or its representative and the grieving party (if an employee) will meet in a Board of Adjustment and attempt to resolve the matter within ten (10) business days of the date of the STEP 1 meeting, subject to the availability of the parties. Otherwise the matter will be considered dropped. Any decision or dropping shall be final and binding and enforceable in a court of law. The Board of Adjustment panel members shall be two (2) persons selected by the employer who are not employees or residents of the employer and two (2) persons selected by the Union, only one (1) of whom can be an officer, business representative or employee of the Union. None of the four (4) panel members is to represent (put on the case(s) of) the grieving party or the respondent in the Board of Adjustment.
- (3) If this time frame is met but the matter is not resolved, then the grievance shall proceed to **STEP 3** – The Employer and/or its representative and the Union and/ or its representative and the grieving party (if an employee) will meet in impartial Arbitration. Otherwise the matter will be considered dropped. The impartial Arbitrator is to issue a written decision. Otherwise the matter will be considered dropped. Any decision or dropping shall be final and binding and enforceable in a court of law. Expenses of the impartial Arbitration will be borne one-half (1/2) by the employer and one-half (1/2) by the Union. Each party shall pay its own representational expenses.

Expedited arbitration shall only be used by mutual consent of the parties. The Union and Employer representatives will request that the Federal Mediation and Conciliation Service furnish the parties a panel of seven (7) arbitrators from the Northern California area.

Upon receipt of the list of panelists, both parties or their representatives shall select an arbitrator within ten (10) calendar days. In the event that the parties cannot agree to an arbitrator, both parties shall alternatively strike names, the determination of the party who strikes first shall be by lot. The sole remaining name shall be appointed the arbitrator. The arbitration hearing shall be conducted using the FMCS rules/guidelines for expedited arbitration.

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.

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 Section, such party shall advise the other in writing of its desire to proceed to arbitration under the provisions of Section 17 of this Agreement, wherein the parties are not limited to representation by any person of this choice.

Neither the parties of STEP 1, the Board of Adjustment or the impartial Arbitrator shall have the authority to negotiate, alter or change any of the terms and conditions of the collective bargaining agreement.

### **17.2 Precedent Setting**

In any and all matters (Problem and Grievance Settlements) none shall be deemed precedent setting without the written approval of the President of the Union and/or a union representative authorized in such matters, and the President of the CCEC.

## **B. DISCHARGE AND DISCIPLINE**

### **17.3 In the Event of Discharge**

If an employee is discharged he/she shall immediately surrender all house keys, equipment and property belonging to the Employer. Employees who are discharged and occupy quarters as provided in this Agreement shall vacate such quarters which may be occupied by him or her within five (5) business days after written notice from the Employer.

### **17.4 Discipline Procedures**

No employee shall be disciplined or discharged without just cause. The reason for any disciplinary action or discharge shall be reduced to writing and given to the employee and/or steward or Union. Any discipline will be imposed within seven (7) calendar days of the time the Employer became aware of the offense or concluded its investigation. Any employee who has a reasonable belief that he/she will be disciplined by their immediate supervisor or other management representative has the right to request the presence of a union representative and/or a steward at such a meeting. In the event neither is available to attend such meeting at a reasonable time and with reasonable notice, the Employer may proceed with the administration of the discipline. An employee who believes he/she

has been either unjustly disciplined or discharged may file a grievance in accordance with Section 17 of this Agreement.

## **Section 18. SAVINGS CLAUSE**

### **18.1 Savings Clause**

If any provisions or sections of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislature, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree that upon invalidation, the parties shall meet within two (2) weeks, and negotiate substitute provisions for such parts of provisions rendered or declared invalid.

## **Section 19. LABOR MANAGEMENT COMMITTEE**

### **19.1 Establishment of a Labor Management Committee**

A Labor Management Committee consisting of an equal number of representatives of the Employer and the Union shall hold meetings as needed to determine problems of mutual concern to both parties not specifically covered by the terms of this Agreement. The purpose of the Committee shall be to promote and perpetuate harmonious relations, to study and recommend ways and means of promoting the economic welfare of the employers and members of the Union. This committee shall not supersede the functions of the Adjustment Board as set forth in this Agreement.

## **Section 20. MANAGEMENT RIGHTS**

### **20.1 Management Rights Clause**

Except as expressly and specifically limited or restricted by a provision of this Agreement, the Employer has and shall retain the full right to manage the business and direct the work force. These rights shall include, but not be limited to, the management of the business; e.g., to plan, control, increase and/or decrease operations in whole or in part; to introduce new or improved methods, techniques and/or equipment; hire, transfer and lay off employees for lack of work; to add to or reduce the number of shifts; to schedule hours to be worked; and to determine the number of employees to be employed; and assign those existing employees to meet current

work needs; adopt and from time to time modify, rescind, or change reasonable safety and work rules so long as such rules are not inconsistent with any existing provision of this Agreement. The failure of management to exercise any rights contained herein shall not constitute a waiver of same. It is further agreed that the rights specified herein may not be impaired by an arbitrator.

**Section 21. TERM OF AGREEMENT**

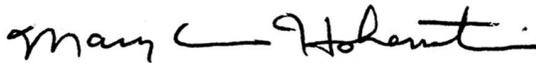
**21.1 Term of Agreement**

This Agreement shall become effective as of the first day of October, 2009, and shall continue in full force and effect until September 30, 2012. If neither party serves written notice of its desire to terminate, change or modify this Agreement sixty (60) days prior to the date of expiration, it shall be renewed for the succeeding year to year thereafter in like manner.

Dated and entered into this 1<sup>st</sup> day of October, 2009.

*For the Union:*

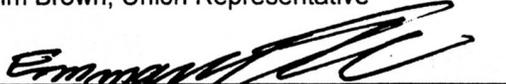
SERVICE EMPLOYEES UNION  
LOCAL 1877



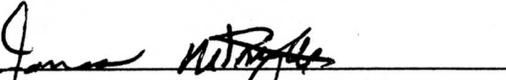
Mary Anne Hohenstein, Union Representative



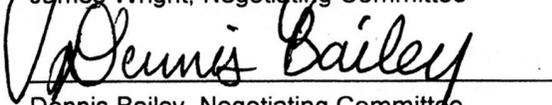
Tim Brown, Union Representative



Emmanuel Eric, Negotiating Committee



James Wright, Negotiating Committee



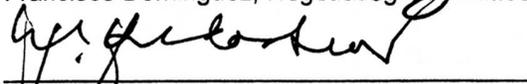
Dennis Bailey, Negotiating Committee



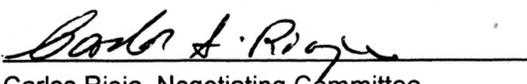
Sergio Borrero, Negotiating Committee



Francisco Dominguez, Negotiating Committee



Willy Leung, Negotiating Committee



Carlos Rioja, Negotiating Committee

*For the Employer:*

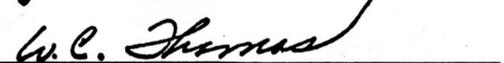
CONDOMINIUM COOPERATIVE  
EMPLOYERS COUNCIL OF SAN  
FRANCISCO



President, Condominium Cooperative  
Employers Council of San Francisco



Employers' Negotiating Committee Member



Condo Council Counsel

## ADDENDUM A

### Condominium/Cooperative Employers Council of San Francisco Membership Listing

| <b>Building Name</b>         | <b>Building Address</b>                               |
|------------------------------|---|
| <b>CATHEDRAL APARTMENTS</b>  | 1201 California Street<br>San Francisco, CA 94109     |
| <b>1055 CALIFORNIA</b>       | 1055 California Street<br>San Francisco, CA 94109     |
| <b>1200 CALIFORNIA CORP.</b> | 1200 California Street<br>San Francisco, CA 94109     |
| <b>1080 CHESTNUT</b>         | 1080 Chestnut Street<br>San Francisco, CA 94109       |
| <b>CITISCAPE</b>             | 1310 Jones Street, Suite E<br>San Francisco, CA 94109 |
| <b>CITISCAPE</b>             | 1000 Green Street<br>San Francisco, CA 94108          |
| <b>THE COMSTOCK</b>          | 1333 Jones Street<br>San Francisco, CA 94109          |
| <b>THE BROCKLEBANK</b>       | 1000 Mason Street<br>San Francisco, CA 94108          |
| <b>FONTANA – EAST</b>        | 1000 Northpoint Street<br>San Francisco, CA 94109     |
| <b>FONTANA – WEST</b>        | 1050 Northpoint Street<br>San Francisco, CA 94109     |
| <b>GRAMERCY TOWERS</b>       | 1177 California Street<br>San Francisco, CA 94108 + 9 |

## ADDENDUM A

### Condominium/Cooperative Employers Council of San Francisco Membership Listing

| <b>Building Name</b>     | <b>Building Address</b>                           |
|--------------------------|---|
| <b>GREEN HILL TOWER</b>  | 1070 Green Street<br>San Francisco, CA 94133      |
| <b>THE NOB HILL</b>      | 1170 Sacramento Street<br>San Francisco, CA 94108 |
| <b>THE PANORAMA</b>      | 2190 Broadway<br>San Francisco, CA 94115          |
| <b>1150 SACRAMENTO</b>   | 1150 Sacramento Street<br>San Francisco, CA 94108 |
| <b>ROYAL TOWERS</b>      | 1750 Taylor<br>San Francisco, CA 94133            |
| <b>THE SUMMIT</b>        | 999 Green Street<br>San Francisco, CA 94133       |
| <b>WASHINGTON TOWERS</b> | 2190 Washington Street<br>San Francisco, CA 94109 |

**ADDENDUM B**  
**ACTUAL HOLIDAY SCHEDULE**

**Year 2009**

|                                   |  |
|-----------------------------------|--|
| <b>Veteran's Day</b>              | <b>Wednesday, November 11<sup>th</sup></b> |
| <b>Thanksgiving Day</b>           | <b>Thursday, November 26<sup>th</sup></b>  |
| <b>Day after Thanksgiving Day</b> | <b>Friday, November 27<sup>th</sup></b>    |
| <b>Christmas Day</b>              | <b>Friday, December 25<sup>th</sup></b>    |

**Year 2010**

|                                      |   |
|--------------------------------------|---|
| <b>New Year's Day</b>                | <b>Friday, January 1<sup>st</sup></b>     |
| <b>Martin Luther King's Birthday</b> | <b>Monday, January 18<sup>th</sup></b>    |
| <b>Memorial Day</b>                  | <b>Monday, May 31<sup>st</sup></b>        |
| <b>Independence Day</b>              | <b>Sunday, July 4<sup>th</sup></b>        |
| <b>Labor Day</b>                     | <b>Monday, September 6<sup>th</sup></b>   |
| <b>Veteran's Day</b>                 | <b>Thursday, November 11<sup>th</sup></b> |
| <b>Thanksgiving Day</b>              | <b>Thursday, November 25<sup>th</sup></b> |
| <b>Day after Thanksgiving Day</b>    | <b>Friday, November 26<sup>th</sup></b>   |
| <b>Christmas Day</b>                 | <b>Saturday, December 25<sup>th</sup></b> |

**Year 2011**

|                                      |   |
|--------------------------------------|---|
| <b>New Year's Day</b>                | <b>Saturday, January 1<sup>st</sup></b>   |
| <b>Martin Luther King's Birthday</b> | <b>Monday, January 17<sup>th</sup></b>    |
| <b>Memorial Day</b>                  | <b>Monday, May 30<sup>th</sup></b>        |
| <b>Independence Day</b>              | <b>Monday, July 4<sup>th</sup></b>        |
| <b>Labor Day</b>                     | <b>Monday, September 5<sup>th</sup></b>   |
| <b>Veteran's Day</b>                 | <b>Friday, November 11<sup>th</sup></b>   |
| <b>Thanksgiving Day</b>              | <b>Thursday, November 24<sup>th</sup></b> |
| <b>Day after Thanksgiving Day</b>    | <b>Friday, November 25<sup>th</sup></b>   |
| <b>Christmas Day</b>                 | <b>Sunday, December 25<sup>th</sup></b>   |

**Year 2012 (Leap Year)**

|                                      |   |
|--------------------------------------|---|
| <b>New Year's Day</b>                | <b>Sunday, January 1<sup>st</sup></b>   |
| <b>Martin Luther King's Birthday</b> | <b>Monday, January 16<sup>th</sup></b>  |
| <b>Memorial Day</b>                  | <b>Monday, May 28<sup>th</sup></b>      |
| <b>Independence Day</b>              | <b>Wednesday, July 4<sup>th</sup></b>   |
| <b>Labor Day</b>                     | <b>Monday, September 3<sup>rd</sup></b> |