

## **SANTA CRUZ/MONTEREY/SAN BENITO AGREEMENT**

For all employees working in Santa Cruz, Monterey and San Benito Counties, who were hired after December 15, 1991, the following provisions shall become effective February 1, 2010.

### **AGREEMENT**

This AGREEMENT made and entered into this 1st day of February, 2010, by HARVARD MAINTENANCE, INC., hereinafter referred to as the "Employer," and the SERVICE EMPLOYEES INTERNATIONAL UNION, UNITED SERVICE WORKERS WEST (successor to SEIU Local 1877), hereinafter referred to as the "Union."

### **SECTION 1. RECOGNITION**

- (a) The Employer recognizes the Union as the sole collective bargaining agent for all persons that come under the jurisdiction of the Union, in all establishments or places of business which the Employer is now, or may in the future be servicing under contract or otherwise, and the Employer agrees to pay the wages and to work his employees under the terms and conditions of employment hereinafter set forth. The Employer further recognizes that the jurisdiction of the Union covers the entire counties of Santa Cruz, Monterey, San Benito and no others. The Employer further agrees, in the event he should take over the servicing of any establishment where an Agreement is in existence between the Union and the establishment, that the terms and conditions of the said existing Agreement shall be recognized and carried out by the Employer and the Union. It is further agreed by and between the Employer and the Union that this Agreement shall apply in all cases where there is not an existing Agreement between the Union and the establishment being serviced by the Employer.
- (b) No discrimination: The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, recall or layoff status, because of race, color, ancestry, religion, creed, national origin, age (as defined by the Age Discrimination Act as amended), sex, disability (as defined by the Americans with Disabilities Act), maternity status or sexual orientation. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

### **SECTION 2. EMPLOYMENT OF UNION MEMBERS**

- (a) Union Membership: Membership in a good standing in the Union not later than the thirty-first (31st) day following the beginning of employment or not later than the thirty-first (31st) day following the effective date of this Agreement,

whichever is later, shall be a condition of employment for employees covered by this Agreement. It is expressly understood that these membership obligations cover all part-time employees who must by the thirty-first (31st) day following the beginning of their employment status become and remain members of the Union.

Upon signed authorization of the employee, the Employer agrees to deduct each month from the earnings of the employee the periodic Union membership dues and initiation fee as set forth below, and to remit same together with a list of the names, addresses, social security numbers, hire dates, work site and pay rates of the employees involved to the Union office.

On the thirty-first (31st) day of employment, new employees not members of the Union shall have a total amount deducted from their next following paycheck which shall be for initiation fee and one (1) month's dues and tender thereafter of the regular monthly periodic dues uniformly required as a condition of retaining membership shall, for the purposes of this Agreement, constitute good standing in the Union.

The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action, including attorneys' fees, resulting from or relating to this Section 2(a) or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.

- (b) Hiring: When new or additional employees are needed, the Employer shall notify the Union of the number and classification of employees needed.

Applicants for jobs shall be referred by the Union to the Employer for employment on a nondiscriminatory basis.

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

If the Union is unable to refer to the Employer suitable applicants for employment within a reasonable period of time, the Employer may then hire persons from other sources, provided the Employer on the date of hiring shall notify the Union of the name and address of each person hired. If the Employer utilizes a fee employment agency for the purpose of securing janitorial employees, the entire fee of said employment agency covering each employee shall be borne solely by the Employer.

Authorization cards will be distributed with the employee packet. New employees who refuse to sign an authorization card will be listed with the check-off list.

When an Employer takes over the servicing of an establishment not being serviced by a Union contractor and the Union can demonstrate that the changeover of contractor was direct result of the Union organizing efforts, the Employer shall employ employees of the prior contractor at the site within specification of the site. The Employer will give consideration to excess employees being hired as new employees elsewhere in the company at the rates applicable to the vacant positions.

(c) The following rules shall be observed when an Employer is bidding on or taking over the servicing of an establishment where Union members are employed:

1. The Employer shall request and, based upon the request, the Union shall provide in writing information regarding the number and names of employees, number of man-hours worked, seniority dates and the amount of accrued vacation and sick leave of employees. The Employer shall provide staffing information to the Union upon its request for jobs out to bid within four (4) working days of the request.

The Union agrees to supply such requested information within eight (8) working days of said request to any Union contractor requesting such information or the Employer is not obligated to any staffing levels. The Union shall make a reasonable attempt to verify this information before submitting it to the requesting Union contractor. Only when a building is going out to bid shall the Employer be obligated to supply this detailed information.

2. Recognize the work time and overall employment service of all permanent employees retained at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury, Worker's Compensation or authorized leave of absence and shall be considered as continuous regardless of change of Employers, for all purposes including seniority, sick leave and vacation benefits, so that no employee will lose any such benefits because of the change of Employers.

Employees transferred to a site or building where the incumbent contractor lost the service contract shall in all instances be informed that such a transfer shall be voluntary and shall be in writing and the employee shall at all times be informed that they are on a probationary status under the incoming contractor for a period of thirty (30) work days.

3. The Employer shall not cut the work schedules of any employee which would reduce the number of working hours per day or per week.

4. Those employees retained by the Employer who takes over the servicing of an establishment shall retain any unused sick leave they have accumulated and the new Employer shall accept the original date of hire of the employee in the establishment for vacation eligibility subject to the provisions as outlined in Section 7. Vacations.
  5. These rules do not apply to window cleaning.
  6. After an Employer takes over the servicing of an establishment, it shall not reduce staff without first obtaining consent of the Union. The Union will not unreasonably withhold its consent.
  7. The Employer agrees to notify the Union of all new jobs and also agrees to give written notice to the Union of all job cancellations.
- (d) Partnerships: In the case of partnerships, firms or companies, all persons working with the tools of the trade shall become and remain members of the Union while so performing such work.
- (e) Non-bargaining unit employees will not perform work of the bargaining unit except for the purposes of training or in emergency situations.
- (f) Registration of all Job Locations: The Employer shall furnish the Union with a written list of all jobs of the Employer of eight (8) hours or more per day, including the exact address and location of each job. Lists shall be delivered to the Union within thirty (30) days after the execution of this Agreement.

Upon receipt of such information, the Union will treat the information on a confidential basis and will release it to another Employer in accordance with the provisions of this Agreement only when it has been determined that bona fide bids are being requested and that said Employer requesting the information is also signatory to a SEIU Agreement covering this jurisdiction.

### **SECTION 3. WORKING CONDITIONS**

- (a) When necessary for the operation of its business, the Employer may alter the starting time of work and may change the days of work by up to 1 day.
- (b) When necessary based on business need, the Employer shall have the right to determine and change the assignment of employees within a building and where, what and how the work is to be performed.
- (c) The Employer agrees to notify the Union of all new jobs and also to give written notice to the Union of all job cancellations.

- (d) The Employer agrees to inform the Union as soon as reasonably possible when a site is being bid by a non-union contractor(s) and/or is in danger of being lost as a result.

#### **SECTION 4. UNION VISITATION RIGHTS**

The Union Representative shall be allowed to visit the Employer's building for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall report to the Contractor's representative before proceeding through the building. If prior approval is needed for visitation, the Employer will set up the procedure for visitation. In the event the Union Representative wishes to go through the building, the Employer may send a representative to accompany him. Said Union Representative shall not interfere with the normal course of work in the building.

#### **SECTION 5. BULLETIN BOARD AND SHOP STEWARDS**

The Employer shall provide a bulletin board at a place in his office or headquarters which will be accessible to all of the employees at all times. Said bulletin board shall be for the purpose of posting notices of office business of the Union. The Union agrees that it will not distribute handbills, posters or other literature within the building of the client. The employer will provide a receptacle at or near such bulletin board in which the Union may place such notices of official business.

The Employer agrees that the Union shall be permitted to maintain a shop steward on the job.

#### **SECTION 6. HOLIDAYS**

- (a) The following days shall be observed as paid holidays for all employees hired on or before October 31, 2006:

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

The Employer shall designate for these employees a "floating" holiday which shall be selected for each individual job. Notice to the employees of this seventh paid holiday shall be given at least thirty (30) days prior to the Employer's selection of that holiday.

The following days shall be observed as paid holidays for all employees hired after October 31, 2006:

New Year's Day  
Fourth of July  
Labor Day

Thanksgiving Day  
Christmas Day

If a holiday falls on a Saturday, it may be celebrated either on Friday or Saturday as determined by the Employer. If the Employer chooses to work five (5) days and pay for six (6) days, the sixth day is not overtime.

- (b) Eligibility: All employees who have worked for a period not less than thirty (30) working days shall receive holiday pay at the employee's regular straight time hourly rate, even though no work is performed on the above mentioned holidays; provided, further, that such employees must work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and unless the employee so works he shall receive no pay for such holiday unless such absence on the regular working days before and after said holidays is due to the express permission of the Employer, including approved leaves of absence and bona fide illness confirmed by a doctor's certificate.
- (c) If an employee's day off falls on a designated holiday, said employee shall receive an additional day off with pay within two (2) weeks. If a holiday falls during an employee's vacation period, the employee shall receive an additional day's vacation with pay.
- (d) Any employee working on a holiday shall be paid at the rate of time and one-half (1 1/2) in addition to the regular day's pay.

## **SECTION 7. VACATIONS**

- (a) All employees who have been employed by the Employer for a period for one (1) year as of March 1, 1991, shall accrue at least one (1) week vacation with full pay annually, beginning with the seventh (7th) month of employment. All employees who have been employed by the employer for three (3) or more years shall be granted at least two (2) weeks vacation pay annually. All employees who have been employed by the employer for five (5) or more years shall be granted three (3) weeks vacation with pay annually.

For employees hired after October 31, 2006, the following shall apply:

One (1) week after one (1) year;  
Two (2) weeks after three (3) years.

The employee's choice of a vacation period shall be based strictly on seniority and length of tenure of employment. The Employer shall post or send to each employee a sign-up sheet or vacation preference at a time mutually agreed upon and a cut-off date will be established for said vacation preference. Seniority shall not apply to choice of vacation period for those employees signing up after the cut-off date. The cutoff date shall be no later than March 1 of any calendar year.

- (b) Time off from work for any reason not exceeding thirty (30) calendar days during any one year shall not interrupt the continuity of employment, so as to deprive any employee of his vacation rights. Absences exceeding thirty (30) calendar days shall subject the employee to a pro-rated vacation based on 1/12 for every thirty (30) calendar day's absence. In case of industrial accident for which the employee is receiving Workmen's Compensation benefits, absences not exceeding sixty (60) calendar days during any one year shall not interrupt the continuity of employment.
- (c) Any employee receiving vacation privileges better than those mentioned in this Agreement shall not have them reduced.
- (d) After six (6) months of employment, any employee whose employment terminates, as well as any employee who is laid off for lack of work, shall receive pro-rated vacation benefits for all unused accrued vacation. During the seventh month of employment, employees shall accrue seven-twelfths (7/12) of a week's vacation. Thereafter, employees shall accrue vacation on the basis of one twelfth (1/12) of their applicable yearly vacation entitlement for each calendar month worked.
- (e) Vacation payments shall be made during the week immediately prior to the employee's vacation period.
- (f) An employee returning from an authorized vacation or leave of absence, shall be placed in his former job.

## **SECTION 8. HOURS AND WORKING CONDITIONS**

- (a) Eight (8) hours within nine (9) consecutive hours shall constitute a day's work. All employees who work in excess of a day's work shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate of pay for such excess time. A week's work shall consist of five (5) days followed by two (2) consecutive days off; sixth (6th) day time and one-half (1 1/2); seventh (7th) day double time. All employees required to work on their day off shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

- (b) The following provision applies only to employees whose hourly wage is at least 30% above the California minimum wage: The foregoing paragraph 8(a) shall not apply to part-time employees, defined as employees who are regularly scheduled to work less than thirty (30) hours per week. Instead, the following provision only shall apply to such employees:

Employees shall be paid time and one-half for all hours worked after forty (40) hours in a work week.

- (c) Overtime connected with the regular duties of an employee and which is normally performed by on-site employees, shall be first offered to the employee who regularly performs that work, and secondly, to other employees working at the site and shall be spread by rotation as equally as is reasonable among employees at a given site.
- (d) Every employee shall be authorized by the Employer to take rest periods which insofar as practical shall be in the middle of each work period. Rest periods shall be computed on the basis of ten (10) minutes within each four (4) hours working time or major fractions thereof.
- (e) Except in bona fide emergencies, the minimum time off between shifts shall be eight (8) hours and employees called to work sooner than eight (8) hours from the end of their last work period shall be paid time and one-half (1 1/2) for all work performed up to the time of said eight (8) hour period shall have elapsed.
- (f) In the case of Window Cleaners unable to work five (5) consecutive days because of rain, they may, if they so request, be allowed to work on the scheduled days off for that week at straight time to the extent required to make up time lost. In no event, however, shall the Employer lay off a Window Cleaner during the week in order to avoid overtime pay on regularly scheduled days off.
- (g) All disbursements for wages shall be made by voucher check, which shall show the total number of hours worked, the rate of pay, and an itemized list of all deductions made therefrom.
- (h) The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the Bank, and the Employer shall make the time card and payroll records available to the representative of the Union upon request at any time within six (6) months from the date of issuance. It is agreed that this section shall only be used in case of a dispute between the Employer and the employee over wages, hours or working conditions.



- (i) No employee of the Employer shall be requested or allowed to subcontract any work from the Employer or his agents.
- (j) The Employer agrees that no member of the Union shall be permitted or requested to solicit customers or work which is being performed by a fair competitor or by any union member or members.
- (k) If special uniforms, overalls, or coveralls are required, it is agreed that such must be furnished by the Employer without cost of the employee and the cost of upkeep and maintenance of them must be paid for by the Employer. The employees agree to take good care of such uniforms, overalls, or coveralls, and not to wear same except in the course of their working hours, meal time excepted.
- (l) The Employer, Union and employees agree to cooperate in maintaining an environment free from sexual harassment in accordance with the Employer's policy concerning sexual harassment.
- (m) The Employer shall ensure the presence of a first aid kit at each job site of eight (8) hours or more.

#### **SECTION 9. WAGES AND MILEAGE**

- (a) Payment for Travel
  - 1. An Employee who is required to move from location-to-location in the course of performing his work assignments, shall be paid for all time spent in traveling between such locations.
  - 2. An employee who is requested or required by the Employer to furnish his own vehicle to carry any equipment or supplies between locations shall be reimbursed. The mileage allowance shall be twenty cents (20 cents) per mile. Computation of such reimbursed mileage shall begin with the first location and shall include all distances traveled to each location thereafter.
  - 3. All payments due to reimburse employees for the use of their own vehicles shall be paid at each pay period, either by separate check or together with the payroll check, the amount of such payment to be specified on the check stub.
  - 4. The Employer shall carry non-ownership liability insurance on the vehicles in connection with their work. In the event the Employer fails to secure such insurance, he shall assume full responsibility for all legal fees, court

costs, or damages incurred by the employee by the use of such vehicle during the course of his work.

- (b) The new minimum rates and/or wage increases for the following classifications are as follows:

Janitor, Janitress, Matrons, and Maintenance Technicians:

1. All employees on the Employer's payroll as of April 15, 2009 who have completed one (1) or more years of service shall receive the following across the board wage increase:

Effective:	2/1/2009
Wage Increase	\$0.20/hour

Employees on the payroll as of April 15, 2009 who have not completed one (1) year of service shall receive the wage increase specified above upon completing one (1) year.

2. All employees hired after November 1, 2002 but before October 31, 2006:

Effective:	11/1/2008	2/1/2009
Minimum Wage Rate	\$8.85	\$9.05

All employees hired after October 31, 2006 but prior to February 17, 2008:

Effective:	11/1/2008	2/1/2009
Minimum Wage Rate	\$8.30	\$8.50

All new employees hired after February 16, 2009:

Effective:	2/17/2009
Minimum Wage Rate	\$8.30

3. Window Cleaner:

Effective:	2/1/2009
Minimum Wage Rate	\$10.55

Window Cleaners shall earn \$1.00 less than the contract rate during their first year.

Utility Worker: Defined as an employee whose duties are shampooing of rugs by the utilization of machine operation and/or waxing as defined as a person who wet strips, seals and finishes floors. Employees designated as a Utility Worker shall receive twenty-five cents (\$.25) per hour above the Janitor's rate for all hours worked. Utility workers currently earning \$8.16/hour shall receive no increases until the contract rate equals their rate. Employees who are not designated "Utility Worker" but perform the aforementioned duties for more than two (2) hours in an eight (8) hour shift shall be paid twenty-five cents (\$.25) per hour above the Janitor's rate of pay for each hour performing these tasks. If such duties are performed for two (2) hours or less in an eight (8) hour shift, the employee shall receive the regular rate of pay.

Working foremen and/or supervisors shall not be paid less than \$2.40 per day above the Janitor's scale. Foreman shall be paid the higher of foreman/utility worker rate but with no pyramiding.

No employees shall be compelled to work on unsafe equipment or under dangerous conditions. Former working foremen and/or supervisors shall not continue to receive the \$2.40 per day after leaving the classification.

Pay periods: Employees shall be paid the minimum of two (2) times per month and each Employer shall establish definite paydays and the employees shall be informed of the paydays. If payday falls on a weekend the Employer will make a reasonable effort to pay employees on the preceding Friday during the business day.

- (c) Any window cleaner required to work on or from scaffolding of any kind shall be paid a premium of one dollar (\$1.00) per hour above his regular rate of pay. There shall be two (2) men required on all jobs where a ladder of eighteen feet (18') or longer is used. It is expressly understood that the man holding and protecting the base of this ladder does not have to be a window cleaner.
- (d) Government Wage Determination: When an Employer bids or provides service at a location covered by either a State or Federal wage determination and that determination is different from the salary and benefit schedule of this Agreement, then the wage and benefit determination established by the government shall apply.
- (e) Any clean up work on any new construction shall be covered under this Agreement after the building has been turned over to the new owner.
- (f) Should an employee be called for work and no work is available, he shall be paid for two (2) hours work. Should an employee be called for work and start work, he shall be paid for at least four (4) hours work. Should he be worked over four

(4) hours, he shall be guaranteed at least eight (8) hours work. If an employee voluntarily leaves his place of employment, he shall be paid for actual hours worked.

- (g) The Employer may employ part time employees. Two or more part time employees shall not work on the same job and thus reduce work opportunities for one employee. (Example: On an eight (8) hour job, only one (1) employee can work ... not two (2) four (4) hour employees. On a six (6) hour job only one (1) employee can work ... not two (2) three (3) hour employees).
- (h) No full shift employee or part time employee shall have his hours reduced as a result of the signing of this Agreement.
- (i) All employees covered under this Agreement shall be paid no less than twenty five cents (\$0.25) per hour above the California or Federal Minimum Wage, whichever is higher.

## **SECTION 10. EMPLOYEE BENEFITS**

- (a) Health and Welfare: This Section covers employees of the Employer who are covered by this Agreement. It expresses the understanding of the Employer and the Union concerning Employer contributions to the Health and Welfare Plan on behalf of such employees and their dependents, as applicable.

### Trust Fund

All Employer contributions referred to in this Article shall be paid into the General Employees Trust Fund, at the address designated by the Trustees. It is understood that all questions concerning eligibility of employees for coverage, including the commencement and termination of coverage, shall be determined by the Trustees of said Trust Fund.

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

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

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

In the event of any conflict between this collective bargaining agreement and any of the trust or plan documents, the terms of this collective bargaining agreement shall control.

- (b) Effective January 1, 2007, all employees with at least two (2) years seniority who are not currently receiving family medical coverage shall be eligible for individual coverage under Plan E23, provided they worked at least one hundred (100) hours per month, for twenty-four (24) consecutive months, and continue to work at least one hundred (100) hours per month. Effective April 1, 2009, the Employer shall contribute up to a maximum of \$395.69 per month, per eligible employee, if needed. Effective April 1, 2011 (based on March hours), the Employer shall contribute up to a maximum of \$410.00 per month, per eligible employee, if needed.

Should the monthly cost of this plan exceed the maximum Employer contribution, the employees shall pay the additional necessary contribution through payroll deduction.

- (c) Employees who are receiving family coverage under Plan C-20 (the successor to Plan 65) as of November 1, 2008 (Maria Chavez and Jorge Garcia) shall be covered under Plan C23, provided they continue to work at least one hundred (100) hours per month, under the following terms: effective April 1, 2009 on March 2009 hours, the Employer shall contribute up to a maximum of \$395.69 per month, per eligible employee, if needed. Effective April 1, 2011 (based on March hours), the Employer shall contribute up to a maximum of \$410.00 per month, per eligible employee, if needed.
- (d) Any amounts necessary to provide the benefits specified in this Article if over the Employer contributions specified above shall be paid by eligible employees through payroll deduction. No portion of the contribution shall be paid directly by the employee to the Trust Fund. It is the sole responsibility of the Employer to transmit the entire contribution to the Trust Fund. The Employer is hereby authorized to make the payroll deduction necessary to make the required contribution to the Trust Fund. No individual authorization of the employee is required. Failure by the Employer to make a payroll deduction does not relieve the Employer of its obligation to transmit to the Trust Fund the entire contribution amount for eligible employees.
- (e) Pension: The Employer shall not be obligated to make pension contributions from November 1, 2002 to October 31, 2011.

1. The Employer agrees to contribute the sum of twenty cents (20 cents) for each straight time hour worked by employees covered by this Agreement for the purpose of establishing and maintaining a pension plan. Paid vacations, paid sick leave and paid holidays are considered as hours worked in computing pension plan contributions.
  2. Between the first and twentieth days of each month the Employer shall make the required payment for the preceding calendar month to the Trustees of the Pension Plan, at 1390 Market Street, San Francisco, California 94102 and shall continue such payments for the term of this Agreement or as required by any subsequent and succeeding agreement.
  3. The Employer shall comply with all provisions of the Pension Trust Indenture and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Pension Trust Indenture.
  4. The Employer accepts the terms of that certain Trust Indenture made and executed in San Francisco, California, October 30, 1953, as amended, creating BUILDING SERVICE EMPLOYEES PENSION TRUST and accepts the terms of the concurrently executed BUILDING SERVICE EMPLOYEES PENSION PLAN, as amended, and further hereby becomes a party to said Trust Indenture subject to the terms thereof as indicated in Section 3.01 of Article M of said Trust Indenture.
  5. The Employer further agrees to be bound by all of the provisions of said Trust Indenture and said Pension Plan, as amended, and hereby acknowledges prior receipt of copies of said Trust Indenture and said Pension Plan.
  6. The Employer hereby authorizes and directs the Union to deposit with the Pension Plan Trustees at 1390 Market Street, San Francisco, California 94102, a duplicate original of this Collective Bargaining Agreement which when so deposited, shall indicate the Employer's acceptance of the terms of said Trust Indenture and the terms of said Pension Plan, by virtue of the provisions of this section and in accordance with said Section 3.01 of Article HI of said Trust Indenture.
- (g) Health Care Reform: The parties agree that if new laws, rules and/or regulations are enacted by either the United States or the State of California mandating higher health care costs to the Employer than those which are required pursuant to this labor agreement, the Employer can, at its option, reopen this labor contract and negotiate with the Union regarding such economic matters.

## **SECTION 11. SICK LEAVE**

- (a) Effective November 1, 2002, employees who have been continuously employed by the Employer for a period of one (1) year shall be entitled to a maximum of four (4) days paid annual sick leave. Effective November 1, 2002, employees who have been continuously employed by the Employer for a period of two (2) years shall be entitled to a maximum of five (5) days paid annual sick leave.

Employees hired after October 31, 2006 will accumulate sick leave according to the following:

Two (2) days accumulated after two (2) years;

Three (3) days accumulated after three (3) years.

- (b) Any earned sick leave shall accumulate up to a maximum of thirty (30) days. A doctor's certificate or other reasonable proof of illness may be required by the Employer. Such sick leave with pay shall be applicable in cases of employee accident, employee maternity leave or bona fide illness of employee or family defined as spouse or children under 18 living at home. Employer may require appropriate medical certification of all such illnesses. Sick leave shall be paid in the following manner:

1. If an employee is hospitalized, he receives pay for his first day's absence and for every day thereafter until such leave benefits are exhausted. Employees who have accumulated twenty (20) or more days of sick leave shall also be paid for the first day of absence due to illness.
2. If an employee has less than twenty (20) days accumulated sick days or if the employee is not hospitalized, the first workday's absence is not paid for.
3. Succeeding workday's absences, full pay until sick benefit allowance is used up.

- (c) For the purposes of this paragraph, full pay shall mean pay for the regular daily schedule for working hours, for those days which the employee would have worked had the disability not occurred, calculated at straight time. The waiting period provided herein provided before full pay commences shall apply for each illness or accident in case the sick benefit allowance has not been used up in the previous illnesses during the same year.

- (d) Sick leave benefits are not convertible to cash bonus.

- (e) In industrial injury cases, Workers' Compensation and sick leave benefit allowance shall be paid separately, but in the event Workers' Compensation payments cover all or part of the period during which sick leave benefit allowances are paid, the sum of the two shall not exceed the sick leave benefit payable for said period. This same rule shall apply to Unemployment Disability payments.
- (f) Funeral Leave: If a death occurs in the immediate family of a member he shall receive three (3) days funeral leave which shall be deducted from any earned sick leave. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time. Immediate family shall be described as mother, father, spouse, son, daughter, brother, sister, grandmother, and grandfather.

## **SECTION 12. GRIEVANCES AND BOARD OF ADJUSTMENT**

- (a) 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.
- (b) 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 who have not participated in earlier steps of the grievance procedure and two (2) representatives designated by the Employer who have not participated in earlier steps of the grievance procedure. Said board shall meet within fifteen (15) 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.
- (c) It is expressly understood that if operating conditions do not allow non-adversary participants, this rule may be modified by mutual agreement.



- (d) 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.
- (e) If during the period that the Adjustment Board can meet, no majority decision is reached, either party may within five (5) days following such period request in writing that the matter be referred to arbitration. 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 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 a 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.

### **SECTION 13. EXPEDITED ARBITRATION**

- (a) If the Union charges the Employer with operating janitorial or window cleaning services on a non-union basis in the same geographic area, as defined in Section 1, or not covering all his employees under the provisions of this contract, upon a twenty-four (24) hour notice the Union can seek an "expedited" arbitration. In order of availability the following named arbitrators shall hear the Union's allegation and frame the appropriate remedy, they are:

Anita Christine Knowlton, and if she is not available

Gerry McKay

- (b) The decision of the Arbitrator shall be binding on both parties and all expenses of the aforementioned "expedited" arbitration shall be borne equally.
- (c) The Arbitrator will endeavor to hear the Union's allegation and charges within five (5) days of the union's demand upon the Employer and will attempt to issue his award not later than seven (7) calendar days after the date of hearing. This procedure may also be used in other circumstances whenever mutually agreed to by the parties.

## **SECTION 14. SENIORITY**

- (a) Seniority is the right accruing to employees through length of service at a particular work site which entitles the employee to preference in layoffs, recalls from layoff and vacation time. Seniority shall also apply in filling permanent vacant station assignments within the same building site providing the person applying for said vacancy is qualified to perform the work as determined by the Employer.
- (b) An employee's seniority date is defined as the earliest date after which the employee worked continuously for the same Employer or series of successor Employers at a particular location. Seniority shall be broken if:
  - 1. Employee retires, quits or is terminated for just cause or loss of the work except as provided for in Section 2(c) of this Agreement.
  - 2. Employee is laid off and not recalled for a period of more than six (6) months.
  - 3. Employee fails to return from an authorized leave of absence or vacation or fails to respond to a recall from layoff.
- (c) An employee shall transfer his or her seniority upon transfer to another work site.
- (d) Recall from layoff shall be handled in the following manner:
  - 1. Any employee who has been employed for six (6) months or more at a particular site, is laid off, and does not accept employment elsewhere with the Employer shall have the right of recall to that site, provided that the period of layoff does not exceed six (6) months.
  - 2. The Employer will contact the most senior qualified employee.
  - 3. If the most senior qualified employee does not respond, the Employer will notify all laid off employees from the site that a vacancy exists. The employees shall then be given seven (7) days from the date of mailing of the letters in which to express, in person or by certified mail, his or her desire to accept the available job. During the entire process, the Employer may hire a temporary employee to fill the vacancy until a seniority person is selected.
  - 4. Recall shall be by seniority and qualifications as determined by the Employer of those responding.

5. Those not responding shall be dropped from the seniority list.
- (e) The Employer agrees to provide five (5) days notice to employees of a permanent layoff, if the Employer has knowledge of the planned layoff five (5) days in advance.

### **SECTION 15. PICKET LINE OBSERVANCE**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action for any employee covered by this Agreement, to refuse to go through or work behind any picket lines established because of a primary strike authorized by the Central Labor Councils of Santa Clara, San Benito, Monterey, and Santa Cruz Counties.

### **SECTION 16. LEAVE OF ABSENCE AND MATERNITY LEAVE**

- (a) Leave of Absence: Any employee with one (1) or more years of continuous service shall be eligible to request an unpaid leave of absence up to a maximum of thirty (30) days in one (1) calendar year for personal reasons without a break in continuity of seniority. Their request for leave of absence must be in writing and the Employer's acceptance must also be in writing. The Employer shall make the ultimate determination as to the total number of employees who will be granted a leave of absence at any one time. When an employee returns to work after completing an authorized leave of absence, he shall be reinstated to his same classification and work sites where he was employed before this absence.
- (b) Failure to return from an authorized leave on the date specified, including extensions granted by the Employer, shall be considered a voluntary quit.
- (c) Maternity Leave of Absence: This section shall be in compliance with current directives.

### **SECTION 17. MANAGEMENT RIGHTS**

The Employer reserves the rights, powers and authority customarily exercised by management except as otherwise specifically designated or modified by the expressed provisions of this Agreement which are all subject to the Grievance Procedure.

Such rights shall include but not be limited to: the right to increase or decrease the workforce or transfer employees, the right to hire, promote and demote; the right to assign personnel to shifts, overtime and special work assignments; to establish work

processes, standards, schedules and methods; to establish, maintain and enforce Company rules and regulations.

**SECTION 18. CHECKOFF FOR VOLUNTARY CONTRIBUTION FOR COMMITTEE ON POLITICAL EDUCATION**

If an employee voluntarily signs a checkoff form, as set forth in Appendix "A" which is authorized by the Union, three dollars (\$3.00) per hour shall be deducted from his total hourly earnings for that pay period and shall be transmitted to the SEIU Committee on COPE Funds. It is expressly understood that this voluntary contribution is not a condition of employment.

**SECTION 19. NO STRIKE NO LOCKOUT**

The Employer and the Union agree that there shall be no strikes or lockouts indulged in by either party during the term of this Agreement.

**SECTION 20. 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.
- (b) Discipline will consist of up to four 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.

- (c) In the event that the building management requests the removal of an employee from a site without just cause, the Employer retains the responsibility to transfer the employee to another site without loss of wages, benefits or seniority for such employee. If the employee refuses a transfer within the county where the

employee is working, then the Employer shall have no obligations to make the employee whole.

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.

## **SECTION 21. SUBCONTRACTING**

The Employer will not contract out bargaining unit work, except when the Employer lacks special equipment or tools for performing the work. The Employer shall not contract out to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union. The Employer will notify the Union prior to any subcontracting, and shall include in its notification the name of the subcontractor, nature of the subcontracted work, and location of the work.

No employee of the Employer shall be requested or allowed to subcontract any work from the Employer or his agents.

## **SECTION 22. TRANSFERS**

Qualified employees who have not received any disciplinary action in the past 12 months and who wish to transfer to a site covered by the Northern California Maintenance Contractors Agreement shall have preference in hiring over non-UBS employees when openings occur. They will keep their Company seniority.

## **SECTION 23. MOST FAVORED NATION**

Should the Union negotiate any contract concessions or reductions from the within terms with another contractor in the geographic jurisdiction of this Agreement, the Employer shall be entitled prospectively to the same reductions and/or concessions.

**SECTION 24. DURATION OF AGREEMENT**

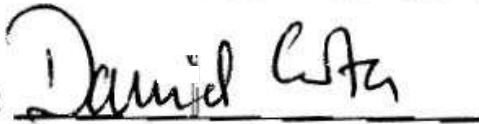
This Agreement shall become effective as of February 1, 2010 and shall remain in effect until January 31, 2012, and shall continue from year-to-year thereafter; provided, however, that each party reserves the right to give notice to the other at least sixty (60) days prior to January 31, 2012, or any January 31 thereafter, of its desire to change or terminate said Agreement.

**HARVARD MAINTENANCE, INC.**

By: 

Date: 3-9-11

**SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
UNITED SERVICE WORKERS WEST**

By: 

Date: 3/16/11

**APPENDIX "A" (Santa Cruz Agreement)**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
UNITED SERVICE WORKERS WEST**

**PAYROLL DEDUCTION AUTHORIZATION**

I desire voluntarily to sign this form, to take effect immediately.

I, the undersigned employee of the \_\_\_\_\_  
COMPANY

\_\_\_\_\_  
JOB SITE

do authorize and direct the Company to deduct from my wages each and every month, the sum of three dollars (\$3.00) for each month paid for and/or worked and to forward that amount to the SEIU United Service Workers West Committee on Political Education. This authorization is voluntarily made on the specific understanding that the signing of this authorization and making of payments to the SEIU United Service Workers West Committee on Political Education are not conditions of membership in the Union or employment with the Employer and that the SEIU United Service Workers West Committee on Political Education will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections. This authorization shall be irrevocable for a period of one year or until the termination of the Collective Bargaining Agreement between my Employer and SEIU United Service Workers West, whichever occurs sooner. I agree that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable Collective Bargaining Agreement between my Employer and SEIU United Service Workers West, whichever shall be shorter unless written notice is given by me to the Employer not more than twenty (20) days and not less than ten (10) days prior to expiration of each one year period or of each applicable Collective Bargaining Agreement between my Employer and SEIU United Service Workers West, whichever occurs sooner.

I certify that this authorization is made freely and without any interference, restraint or coercion from any person or persons whosoever.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State and Zip)

**LETTER OF UNDERSTANDING**

IT IS HEREBY agreed by and between the SERVICE EMPLOYEES INTERNATIONAL UNION, UNITED SERVICE WORKERS WEST and those firms signatory to this Agreement, that the following is the mutual understanding of how HOLIDAY pay is to be paid and who is eligible and who is not eligible.

Section 5 - HOLIDAYS

The parties agree that Holiday pay is not payable to persons on leave of absence, layoffs, disability, workers' compensation or on non-pay status from the company or otherwise not eligible for holiday pay. However, the Employer shall continue the practice of paying the holiday pay when the client company is paying the Employer during periods of plant shutdown and layoffs.

**AGREED FOR SEIU UNITED  
SERVICE WORKERS WEST**

By: David C. St.

Date: 3/16/11

**AGREED FOR HARVARD  
MAINTENANCE, INC.**

By: Charles A. Allen

Date: 3-9-11



**LETTER OF AGREEMENT**

**BETWEEN**

**HARVARD MAINTENANCE, INC.**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
UNITED SERVICE WORKERS WEST**

The Union and the Employer agree that their mutual goal is to provide employees with 40 hours work per week. This alternative scheduling agreement is entered into to further that goal and increase employees' hours towards 40 hours per week. Therefore, in limited services facilities, employees may work up to 10 hours per day at straight-time rates, provided

- (a) time and one-half is paid after 10 hours per day or 40 hours per week;
- (b) the employee consents in writing;
- (c) a copy of the consent is filed with the Union; and
- (d) the schedule is used to increase the employee's hours.

**AGREED FOR SEIU UNITED  
SERVICE WORKERS WEST**

By: David Costa

Date: 3/16/11

**AGREED HARVARD MAINTENANCE,  
INC.**

By: Frank S. Allen

Date: 3-9-11