

**SOUTHERN CALIFORNIA
MAINTENANCE CONTRACTORS
AGREEMENT
WITH
SEIU USWW, UNITED SERVICE WORKERS-WEST, SEIU, CTW, CLC
May 1, 2024 through April 30, 2028**

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AGREEMENT

THIS AGREEMENT is entered into the 1st day of August 2024, and effective as of May 1, 2024 by and between SEIU United Service Workers West, SEIU, CTW, CLC ("Union"), and _____ ("Employer") employing workers in all classifications under the jurisdiction of the Union.

It is recognized by this Agreement to be the duty of the Employer and the employees to cooperate fully, individually, and collectively.

The general purpose of the Agreement is that it is in the mutual interest of the Employer and the employees to provide for the efficient maintenance and operation of the Employer's maintenance operations. The parties hereto agree as follows:

ARTICLE I – RECOGNITION

A. Statewide Relationship

The Employer shall be bound by the 2024-2028 Northern California Maintenance Contractors Agreement in the event the Employer performs work within the geographic areas subject to that agreement.

B. Covered Locations

Subject to the provisions of Section C below, the Employer recognizes the Union as the sole collective bargaining agency for all employees working in the classifications covered by this Agreement at the Employer's janitorial-maintenance operations located in the following California counties: Orange, Los Angeles, San Diego and Imperial and those counties referenced in the Zones and Areas of Appendix F to this Agreement. Excluded are guards, supervisors, clerical employees, management employees, and sales personnel as defined in the National Labor Relations Act.

C. Non-Covered Locations

This Agreement will not apply to janitorial-maintenance operations which are subject to any other collective bargaining agreement(s) between the Employer and the Union.

D. Malls in Los Angeles County

It is the intention of the parties to continue to cover the major malls in LA County under the applicable provisions of this Agreement. Said Los Angeles County malls for purposes of this Agreement shall be considered as single tenant locations.

E. Bargaining Unit Work

Supervisors shall not perform bargaining unit work except in emergencies. Building Forepersons may perform work as long as they are members of the bargaining unit and in good standing.

F. National Relationship

If the Employer obtains a contract to provide janitorial services to a commercial account outside the jurisdiction of SEIU-USWW, and the property services at such building is presently governed by an area-wide agreement with SEIU Local 1, SEIU - Texas, SEIU Local 6, SEIU Local 26, SEIU 32BJ , SEIU Local 49, SEIU Local 105, or SEIU Local 87, then the Employer will assume the SEIU Local's area-wide agreement in effect at that building. This provision would not change the scope of recognition of any such area-wide

agreement(s). Upon request of the Employer, the Union will promptly provide a copy of any contract referenced in this Section. "Area-wide agreement" as used herein refers to a collective bargaining agreement covering janitorial work that is signed by multiple employers and covers multiple sites in that market.

It is mutually agreed that this provision applies when the Employer acquires a new commercial account within the jurisdiction of another SEIU Local Union where such account was operated as a union site prior to the account transition. This provision does not apply if the Employer acquires a new commercial account in a geographic market where the Employer is not signatory to the area-wide agreement, where such account was not operated under the area-wide collective bargaining agreement prior to the account transition. And this provision is not triggered by the Employer's existing accounts in those geographic markets where the Employer is not already a signatory to the area-wide collective bargaining agreement.

ARTICLE II – DEFINITIONS

A. Regular Employee

A "regular employee" is one who works regular weekly scheduled hours, irrespective of classification, job assignment, or work site. Regular employees may be employed in a full-time or part-time capacity.

B. Temporary Employee

A "temporary employee" (also referred to in this Agreement as a "temp" or "extra") is one who is scheduled to work on an on-call basis to substitute for a regular employee who is absent from work. Temps may be assigned to work on a short-term or long-term basis, depending upon the nature of the absence.

C. Working Day/Days

When used to define time limits for administrative purposes, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the work site is closed.

D. Authority of Leadpersons or Forepersons

The Employer will not authorize bargaining unit employees to perform supervisory duties (i.e., hire, fire, discipline, set wages or benefits, access or disclose employees' confidential information, define schedules or work areas). The Employer shall ensure all leads or Forepersons receive appropriate training regarding the rights of bargaining-unit employees and all prohibited forms of harassment.

ARTICLE III – UNION MEMBERSHIP

A. Membership in Good Standing

Membership in 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. Membership in good standing in the Union shall not, under any circumstances, be a condition of employment until the employee has completed thirty (30) days of employment. For purposes of this Section A only, tender of the initiation fees not later than the thirty-first (31st) day following the date of employment or not later than the thirty-first (31st) day following the effective date of this Agreement, whichever is later, and tender thereafter of the regular monthly periodic dues uniformly required as a

condition of retaining membership shall, for the purpose of this Agreement, constitute membership in good standing in the Union.

B. Suspended or Expelled Members

Upon receipt of written notice from the Union that any employee is not in good standing, and the reasons therefore, the Employer shall, to the extent permitted by law, discharge such employee, provided that the Employer has given the employee a seven (7) calendar day notice period within which to establish good standing, and the employee has failed to do so.

C. Check-off

1. The Employer agrees to a check-off for the payment of Union dues, initiation fees, and voluntary employee contributions to COPE (Committee on Political Education) check-off, and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of signed authorization of such employees. According to the method set forth below, the Employer shall be the agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the employees.
 - a. The parties acknowledge and agree that the term "individual authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE, subject to the requirements of state and federal law. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "individual authorization" for purposes of this Agreement.
 - b. The Employer shall honor an employee's authorization for paycheck deduction of Union dues, fees, and/or contributions unless such authorization is revoked in accordance with the terms of the signed authorization agreement between the Union and the employee, regardless of whether the employee is a member of the Union (i.e., Beck fee payers, religious objectors, etc.).
2. The regular monthly dues for employees shall be deducted from the first paycheck of each calendar month. For newly hired employees, the full initiation fee shall be deducted from employee's first full paycheck in the second month of employment. The first month's dues shall be deducted from the employee's first paycheck in the third following month. In the event an employee terminates their employment before their initiation fee has been deducted, said fee shall be deducted from the employee's final paycheck.
3. All sums deducted for monthly dues and initiation fees shall be remitted to the Union not later than the 20th day of the month following the month in which such deductions are made together with a list specifying the following:
 - a. The names, hourly wage, hours paid (excluding overtime), the employee's Social Security Number and the employee's number and Union enrollment status of all employees.
 - b. The amount of deduction for each employee.

- c. A completed application for membership and dues deduction authorization card, which shall include an address and phone number, for all employees hired during that month.
 - d. The name, hourly wage, hours paid (excluding overtime), Social Security Number, full worksite name and address and Union enrollment status of all employees whose names are listed on the check-off for the newly hired employee after 30 days of employment or who have terminated employment during that month.
4. Upon receipt of a membership list submitted by the Union, the Employer agrees to verify within ten (10) days via electronic notification that the Employer's records accurately reflect the membership status of each employee listed in the membership list provided by the Union. The Employer shall identify any discrepancies between the membership list and its records. The Union will not request such verification more than once a year.
 5. The Union hereby indemnifies and holds the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer because of the enforcement of the provisions in this Article III.

ARTICLE IV - HIRING AND EMPLOYMENT

A. Notice to New Employees

1. The Employer shall provide, at the time of hire, a Union New Hire Packet to all new employees. The Union New Hire Packet may include, but shall not be limited to, a welcome letter, SEIU history and/or Local Union history, this Agreement and any memoranda of understanding, a membership application, a list of member-only benefits, contact information of Local Union Officers and Stewards, and new employee FAQs that explain this Agreement. The Union New Hire Packet will be furnished by the Union and shall not contain anything that disparages the Employer, the building, the client or any individual affiliated with the Employer, the building, or the client. Upon the employee's completion of a membership application during the new hire process, the Employer shall collect the membership application and transmit it to the Union. In San Diego County, the volume and scope of the application documents required for Employer processing is limited to collecting the single page membership authorization and transmitting it to the Union. In the event the new hire refuses to sign, the Employer will refer the new hire to the Union and notify the Union immediately.
2. In the event the Employer schedules a group new employee orientation for six (6) or more covered employees, the Employer shall notify the Union of the scheduled orientation no less than ten (10) days prior to the orientation. The Employer will grant the Union access to attend an in-person orientation during the first or last 15 minutes of said orientation if such is held by the Employer, where the new employees will receive an overview of the Union and its program. If conducted, the in-person orientation will be conducted during working hours and on-site by Union representatives (including Union Stewards) designated by the Union. Each employee must sign that they attended. If the Employer's client has access policies which affect the Union representatives' access to the site, Employer will work with Union on alternate arrangements.
3. The Employer shall provide to the Union a list of all employees and their assigned worksites attending the orientation as many days as possible prior to such orientation but in no case later than one (1) day before the orientation. The Union acknowledges, for temporary employees, the assigned worksite may not be defined or permanent at the time of hire.
4. The Employer and the Union agree that for the life of this Agreement, the Employer will be absent from the room during the new employee orientation by the Union. The Union agrees to give the Employer

copies of the materials to be used in such a session, which may include, but not be limited to, a copy of the provisions of the Agreement, a Union membership card, and a list of Shop Stewards prepared by the Union showing their work locations and telephone numbers. The Union agrees not to disparage the Employer during this session.

5. The parties to the Agreement shall have copies of the Agreement printed in English and Spanish for distribution to Employers and employees. Printing and distribution of the Agreement shall be the responsibility of the Union.

B. Orange County & San Diego

1. Union Referral

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

The Employer shall consider and may give preference to qualified employees referred by the Union.

- B.** The Employer shall be the sole judge of the competency of all applicants and reserves the right to reject any applicant referred by the Union.
- C.** In hiring, the Employer shall give preference to applicants previously employed in the Building Service Industry in the local market area, which shall be defined to mean the Counties of Orange and/or San Diego, respectively, based on the County in which the Employer is hiring.

2. Hiring From Other Sources

The Employer may hire persons from other sources, provided the Employer on the thirtieth (30th) day following hire in accordance with the check-off provisions of this Agreement, shall notify the Union of the names and addresses of each person hired, and where they are working. This information shall be submitted as a separate list.

3. Posting of Referral Procedure

A copy of this referral procedure covering all provisions relating to the functioning of the hiring arrangement shall be posted in the office of the Union and, in San Diego County, in the office of the Employer where notices to employees and applicants for employment are customarily posted.

A. TEMPORARY AND PERMANENT PLACEMENT – ORANGE COUNTY

- i. The Employer shall maintain lists of casual employees that will consist of new hires and employees on recall for both temporary and permanent employment. Temporary/casual employees shall be called for temporary placement but recall employees shall be given preference for temporary or permanent assignments over direct new hire employees, regardless of seniority.
- ii. The Employer shall post with the Union regular/permanent positions, and the Union shall dispatch according to seniority from the lists provided by the Employer according to paragraph

A of this Section 3 the most senior employee for placement. The Union shall have five (5) business days to fill said position.

B. TEMPORARY AND PERMANENT PLACEMENT – SAN DIEGO COUNTY

- i. The Employer shall maintain a list of employees that will consist of new hires and employees on layoff. This list is to be used for both temporary and /or permanent employment. Temporary employees on the list shall be called for temporary placement. Lay off employees shall be given preference for either temporary or permanent assignments over direct hire employees. The aforementioned lists will be furnished to the Union upon Union’s request, but no more than four (4) times annually. Additional lists may be established by mutual agreement between the Employer and the Union and updated as necessary.
- ii. The Employer shall use the most senior employees on the list for placement. If there is no response by the employees on the list within three (3) working days, the employer will fill said position from other sources.

4. Disputes

Should any dispute arise concerning the rights of the Employer, the Union, or employees under this Article IV, the dispute shall be submitted to advisory mediation through the Federal Mediation and Conciliation Service (“FMCS”). The decision of the Federal Mediator shall be non-binding upon the Parties. Furthermore, any such dispute is expressly prohibited from the arbitration provisions contained in Article XXIII (“Grievance and Arbitration”) of this Agreement. The Parties expressly agree that the provisions of Article XXIV (“No Strikes and Lockouts”) remain in full force and effect for the term of this Agreement.

5. Current and Laid Off Employees

Open positions shall be filled by the most qualified senior employee on layoff status.

6. Inspection of Records

The Union shall have the right to conduct an investigation, limited to the inspection and auditing of payroll records, timecards for covered locations of the Employer at the job location, building, or establishment, in order to determine whether any provisions of this Article IV have been violated.

7. Notices

The Employer agrees to give at least four (4) hours’ dismissal notice to anyone employed on the night shift and two (2) hours’ dismissal notice to anyone employed on the day shift, and the employee shall give equal notice to the Employer in the event of quitting or absenteeism. The employee must supply the Employer with a daytime phone number if they work, as well as their home phone number.

8. Indemnification

The Union hereby indemnifies and holds the Employer harmless from all claims, demands, suits, grievances, or other forms of liability that may arise against the Employer because of the enforcement of the hiring and/or job-related provisions in Article IV.

C. Los Angeles County - Referral for New Employment Procedures

1. In the interest of maintaining a fair and nondiscriminatory system of referrals of applicants for employment that will protect the interest of employees in their employment status, the Employer and the Union agree to the following system of referral of applicants for employment:
 2. When new or additional employees are needed, the Employer shall first call upon the Union for such employees requesting the number and classification of employees needed. All applicants for "jobs" shall be referred by the Union to the Employer without reference to their Union membership or lack of such membership.
 3. The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which they qualify:
 - Group 1. All applicants with experience in the trade who are residents of the local labor market, and who have had prior employment with the Employers in the local area.
 - Group 2. All applicants with experience in the trade who are residents of the local labor market.
 - Group 3. All applicants with experience in the trade.
- a. The Union shall refer applicants to the Employer upon the Employer's request by first referring applicants from Group 1, in order of the dates they register their availability for employment, then from Group 2, and then from Group 3, except that employees in Group 1 who are on Recall status, pursuant to Article IX, Sections H and I, from an Employer covered by this Agreement shall be referred to an Employer seeking new or additional employees prior to other applicants for employment regardless of date registered.
 - b. The Employer shall be the sole judge of the qualifications of all applicants and retains the right to reject any applicant for employment referred by the Union.
 - c. If the Union is unable to refer applicants to the Employer within three (3) working days, exclusive of Saturdays, Sundays and CBA-listed holidays after a request, the Employer may then hire persons from other sources.
 - d. In the event Employer uses an employment agency under this Article IV, all fees charged will be paid by the Employer.

ARTICLE V – REFERRAL SYSTEM FOR TEMPORARY AND REGULAR JOB ASSIGNMENTS IN LOS ANGELES AREAS 1 & 2 ONLY**A. Overview of the System**

The goal of the Referral System for Temporary and Regular Job Assignments is to ensure a fair dispatch of temporary job assignments to all Area 1 and Area 2 buildings. Its goal is also to ensure a fair method of filling regular positions throughout Los Angeles County Areas 1 and 2.

B. Lists Used

1. There shall be one (1) master list for each company composed of five (5) parts:
 - a) Employees with recall rights to a specific job site as per Article IX
 - b) Employees seeking regular full-time work, by Area (1 or 2)
 - c) On call (temp or extra) employees
 - d) Employees currently on long-term temporary assignments
 - e) Employees needing security clearance for job sites requiring security clearances.
2. Each party will notify the other party of changes to this list at least once a month, or sooner if needed.
3. The Union must have the Employer's approval before the Union can add employees to the master list.
4. This list will be used to refer qualified employees to regular positions within Areas 1 and 2.

C. Regular Job Assignments

1. Employees on recall status have priority for regular positions, at their respective buildings, under the conditions set forth by this Agreement. The Employer shall be responsible for respecting the right of the employee on recall status.
2. The Master List of Regular Employees will be used to refer employees to regular positions within their respective Area. Seniority will be used. The Employer shall be the sole judge of the employee qualifications and may disqualify for cause. However, prior client removals will not be an acceptable reason to deny an employee the opportunity to work at buildings owned or managed by clients who have not requested that employee's removal or where the client has made no broad request to deny the employee access to all of their buildings.

The Employer will notify the Union, in writing, of all regular positions available in Los Angeles County. The Union will have three (3) working days to notify the Employer, in writing, of the employee dispatched for interview. (This time limit will be met even if a different employee is dispatched.) If the Union cannot dispatch a person suitable to the Employer, the Employer may then use an outside source.

3. An employee referred for a regular position will receive a standard written authorization from the Union. The referred employee will present this authorization to the Employer. This authorization will become part of the employee's personnel file. A copy of this authorization will be made available to the Union or building steward upon request.

D. Temporary Job Assignments**1. Dispatch**

Each Employer will establish, in consultation with the Union, the areas defining the scope of temp referral within Los Angeles County Areas 1 and 2. If the Employer desires to modify the scope of temp referral areas, the Employer agrees to consult with the Union over the changes with 30 days' notice.

The Employer shall designate a dispatcher who shall be responsible for maintaining the Temp List in conjunction with the Union and for dispatching all temporary employees to assignments within the appropriate corresponding referral area(s) in Los Angeles County. Temporary employees will be called by seniority from the Temp List only for dispatch to temporary assignments, provided the employee is qualified.

Temporary employees who are dispatched to cover a regular employee's absence shall remain in said position for the full duration of the absence.

2. Record Keeping

- i. The Employer is responsible for calling the employee at least three (3) hours before the beginning of the shift, or as soon as the Employer becomes aware of the need for temporary coverage.
- ii. The dispatcher will keep a written record of the time and date that an offer was made and the response by the temporary employee to each job offer. Copies of this information will be provided to the Union. Any employee who refuses a temporary job assignment of eight (8) hours per day within the appropriate temp referral area three (3) times consecutively, or three (3) times within six (6) weeks, may be dropped from the Temp List by the Employer for a period of ninety (90) days, without loss of seniority. The Employer will immediately notify the Union in writing in the event this occurs. In the event of a 2nd occurrence of the above within six (6) months, such employee may be dropped by the Employer from the Temp list. Reasonable consideration will be given for personal conflicts, provided the temporary employee follows required call-in procedures.

3. Long Term Temporary Job Assignments

Temporary job assignments of two (2) weeks or longer will be offered in the same manner that regular temporary coverage is offered: by seniority. If long-term temporary coverage is needed, the Employer shall offer it by seniority to its Temporary Employees. Temporary coverage assigned to employees on recall status may be broken if the employee is recalled to a regular position during the duration of the temporary coverage. In this case, the temporary coverage will be reassigned by seniority from the temp list.

4. Paychecks

The Employer will provide paychecks to temporary employees at a central location for paychecks to be disbursed.

5. Day Crew Temporary Coverage

The Employer shall fill emergency one-day positions on its own. However, longer-term temporary positions shall be filled, when applicable, by temporarily shifting a qualified night crew employee by seniority to cover the vacant day crew position. The Referral System will be used to cover the created night crew vacancy.

6. Indemnification Clause

The Union shall indemnify the Employer, and hold it harmless against any and all suits, claims, demands, grievances or other forms of liabilities, including claims of discrimination that shall arise out

of or by reason of any action that shall be taken by the Employer or the Union for the purpose of complying with the foregoing provisions of this Article V.

E. Disputes

Should any dispute arise concerning the rights of the Employer, the Union, or employees under this Article V, the dispute shall be submitted to advisory mediation through the Federal Mediation and Conciliation Service ("FMCS"). The decision of the Federal Mediator shall be non-binding upon the Parties. Furthermore, any such dispute is expressly prohibited from the arbitration provisions contained in Articles XXIII ("Grievance and Arbitration") and XXIV ("Expedited Arbitration") of this Agreement. The Parties expressly agree that the provisions of Article XXV ("No Strikes and Lockouts") remain in full force and effect for the term of this Agreement.

ARTICLE VI – ENFORCEMENT

A. Visitation by Union Representatives

1. LOS ANGELES AND ORANGE COUNTIES

Union representatives shall be permitted to visit any and all operations of the Employer, provided such visits shall not interrupt the work of any employees and the Employer is notified by the Union via fax or e-mail of any visitation, at least twelve (12) hours prior to said intended visitation.

2. SAN DIEGO COUNTY

- a. Authorized Union Representatives. Upon twenty-four (24) hours e-mail notice during operating hours of 10 AM-7 PM Monday through Thursday and on Friday notice shall be given during operating hours from 8 AM-5 PM to the Employer, duly authorized representatives of the Union shall be permitted to enter the building or establishments of the Employer for the purpose of observing the conditions under which the employees are working provided that such visits shall not unnecessarily cause interruption of work. The above notice requirement will not apply if the purpose of the visit is to verify staffing information.
- b. The Employer will make reasonable efforts to facilitate site visitations. Accordingly, the Employer agrees to identify to the Union in writing/e-mail of job sites that refuse to allow escorted or controlled access by persons not directly employed by the Employer. When possible, the Employer shall provide a copy of the client refusal to allow Union access to said facilities. In situations where access cannot be obtained, the Employer agrees to cooperate with the Union with alternatives to meet with employees. It must be understood that clients' rights and business must be protected and that they and they alone control access to the site, unless they release control to the Employer.
- c. It is agreed that the Union will notify the Company's designated representatives in advance of any site visitation. The Company will provide lists with the names, telephone numbers, company email addresses and fax numbers of the representative(s) and an alternate. The list will not exceed three (3) people.

B. Advance Notice

It is agreed that the Union will notify the Employer in advance of any site visitation. It must be understood that clients' rights and business must be protected and that they and they alone control access to the site unless they release control to the Employer.

C. Stewards**1. LOS ANGELES & ORANGE COUNTIES**

The Union may appoint or elect one (1) Steward per job site. In job sites with multiple locations in one complex, Stewards shall be selected by building. The number of Stewards shall be limited to a maximum of three (3) Stewards per such complex. It is understood that there may be one (1) Steward per shift for sites that have more than one shift (excluding regular day crews) and at co-located job sites where there is a full-time supervisory or management representative on site. Such Steward will not be harassed for performance of his/her Union responsibilities (for example assigning them to additional work, checking their work at greater frequency, verbal harassment, or any other type of retaliation).

2. SAN DIEGO COUNTY

- a. The Union may appoint or elect stewards as necessary. The Union shall notify the Employer of all designated shop stewards. There shall be no retaliation against shop stewards for lawful Union activities.
- b. Steward Training. One (1) steward per 35 employees, with at least one (1) steward per building, will be given one day paid leave per year to attend a Union sponsored training program. Should the training exceed one (1) day, the steward, at his/her own option, may draw from his/her accumulated vacation benefits one (1) additional paid day per year for attendance at said training program. Unpaid leave upon request from the Union will not be unreasonably denied.

3. ALL AREAS

Stewards will be allowed, when practicable, extra work time, if necessary, to complete their work due to the performance of their Union duties, at the discretion of the building or site supervision. It is understood that time spent by the Steward in the performance of his/her duties will not be compensated for by the Employer.

D. Bulletin Boards

The Employer shall provide at all times a bulletin board at a place in the building which will be accessible to all employees for the purpose of posting notice of official business of the Union or the Employer. Boards will be used in all buildings where space permits. Unless directed by the Client, Employer representatives will not remove materials posted by the Union on the Union bulletin board without prior authorization from the Union. The Union recognizes the Employer cannot prevent their client from removing materials posted on the Union bulletin board.

ARTICLE VII - STANDARDS

No working conditions, hours of work, benefits, or rates of pay in effect as of the date of the execution of this Agreement shall be diminished, discontinued, or curtailed because of the execution of this Agreement.

ARTICLE VIII - WORKING CONDITIONS**A. Uniforms****1. LOS ANGELES & ORANGE COUNTY**

If uniforms/smocks or special work shoes are required by the Employer, the Employer will furnish said uniforms and employee will be responsible to maintain same. It is understood that those persons required to wear uniforms will sign for all uniforms/smocks issued and be responsible for them if they are lost or damaged beyond use. Except for accidental damage or normal wear and tear, a payroll deduction will be made for all lost/damaged items (not due to normal wear and tear) at a predetermined cost as established with the supplier.

2. SAN DIEGO COUNTY

- a. If uniforms/smocks, or special work shoes are required by the Employer, the Employer will furnish and maintain the same in good repair. However, in those instances where the uniforms furnished are made of "wash and wear" material, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the contract, by the Employer, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance cost.
- b. It is understood that if uniforms are furnished by the Employer of "wash and wear" material no less than three (3) will be issued and no deposit will be required. The Employer agrees that these uniforms will be kept in serviceable condition at all times. Faded and torn uniforms will be replaced in a timely fashion upon presentation of the damaged garment, provided wear and tear is directly related to employment.

B. Work in Higher Classifications

Whenever an employee is required by the Employer to perform duties in two (2) or more classifications listed in this Agreement, he/she shall receive the higher rate of pay for the time so employed. Such change in classification shall require the higher pay only if the employee works in excess of increments of more than four (4) hours in the higher classification in any one shift in Los Angeles or Orange Counties, or in excess of twenty-five percent (25%) of his/her scheduled shift in San Diego County.

C. Lounge

Employer agrees to make every effort to provide a suitable area for employees to care for their clothing and valuables. It is also agreed that the Employer will secure, within the building, a suitable place for the lunch periods.

D. First Aid

The Employer agrees to maintain an emergency first aid kit in each job site.

E. Workers Compensation and Unemployment Insurance

It is hereby agreed that the Employer shall carry Workers Compensation and Unemployment Insurance on each employee coming under the terms and provisions of this Agreement and comply with the laws of the State of California.

F. Training

The Company shall maintain the current policies regarding the employees who are assigned to train new employees.

G. Sub-Contracting**1. LOS ANGELES & ORANGE COUNTIES**

- a. The Employer shall not subcontract any work as described by the classifications set forth in this Agreement to any employee, person, or company, except under the provisions of paragraphs b and c below.
- b. The Union agrees to negotiate with the Employer in order to reach a mutually satisfactory arrangement permitting the Employer to subcontract under the following conditions:
 - (i) The work to be subcontracted is not as described in the classifications of this Agreement; or
 - (ii) The location where the subcontracted work (including covered classifications) is part of a group of locations to be awarded as a single contract and specific locations are as noted in Subparagraphs (i) or (ii) below.
 - A. The location where the subcontracted work (including covered classifications) to be performed is in a geographical location which is not effectively covered by the Employer or is a situation, in which the Employer is not geared to provide adequate supervision because of unusual hours or scheduling; or
 - B. The location where the subcontracted work (including covered classifications) is specifically requested at the location because of an existing relationship with an incumbent contractor or individual. In the event that such location requires two or more full-time employees, such employees will be covered by this Agreement.
- c. If the Employer's request to subcontract meets the above criteria, the Union will not withhold permission to subcontract. Should there be any dispute regarding permission being withheld, both parties agree to submit the matter to the Expedited Arbitration procedure of this Agreement and be bound by the decision thereof.

2. SAN DIEGO COUNTY

- a. Sub-contracting of work traditionally performed by the contractor is prohibited, except as follows:
 - (i) to Employers who provide their employees wages and benefits equal to those provided by this Agreement and a binding arbitration procedure for disciplinary action by a neutral third-party Arbitrator; or
 - (ii) Where specialized equipment is required, or where the company's personnel does not possess expertise required to perform such functions, provided that no employee will be displaced from their jobs and that such sub-contracting will be of a temporary nature. The right to subcontract may cover, but not be limited to, the following functions: carpet cleaning, window cleaning, steam cleaning, pest control, trash removal, and exterior building maintenance. It is understood that the purpose of this unit is not to evade the bargaining unit.
- b. The Employer shall provide the Union with thirty (30) Days' notice of intent to contract out services. The notice shall include scope of work, name and location of contractor. The Employer agrees that any violation of this Article by the sub-contractor will be cause for cancellation of the sub-contract.

H. Travel Time

Any employee required to move from job to job in the course of his/her duties shall be paid for such time as spent traveling unless otherwise provided for by both parties in writing. If an employee is obligated to use his/her own vehicle to transport equipment or supplies at the specific request of the Employer, then the employee shall be compensated for the mileage driven in Los Angeles and Orange Counties, according to the IRS rate for reimbursement and in San Diego, in accordance with the State of California laws and regulations which pertain to said travel time.

I. Supplies

The Employer agrees to supply, maintain, and replace all tools, equipment, cleaners, polishes, rags, brushes, brooms, mops, wax, etc., necessary for the employees to perform their duties. The Employer shall furnish rubber gloves upon request from employees assigned to the restrooms and those using caustic materials.

J. Translation

Meetings and written communications wherein work rules and similar instructions are being given to employees, whenever possible, will be delivered in languages understood by the workers covered by this Agreement, subject to the condition that such additional language is the primary language of a reasonable number of employees covered by this Agreement. All disciplinary notices or proceedings such as warning slips, shall likewise be provided under the same conditions if the affected employee(s) are not fluent in English.

K. Forced Transfers Due to Client Request

- a. Employees may be transferred from a job site to another job site pursuant to the Employer's client's request. Transfers of employees required by clients shall be confirmed in writing by the Employer, which shall be verified by senior management upon request of the Union, and a copy of the client's request will be provided or shown to the Union. Said employees will be transferred to another job location at their current wage and benefit rates, shift and number of hours, with no loss of seniority, subject to the provisions of this Article VIII.K.
- b. It is understood that such transfers are not part of the disciplinary process; however, if it can be established the employee violated the Employer's rules or policies, the Employer is free to issue progressive discipline concurrent with the transfer. In the event the Employer suspends the employee for disciplinary investigation as a result of the client request, the employee will be reassigned upon release from the unpaid suspension and made whole, subject to the provisions of this Article VIII.K, if the investigation does not establish just cause for discipline.
- c. The following reassignment process shall apply to employees who are displaced as a result of a client request:
 - (i) The affected employees will be transferred as soon as reasonably possible, not to exceed ten (10) working days, to a regular position within the employee's current wage area or zone, ten (10) miles from the original worksite if the original worksite is in the Counties of Los Angeles or Orange, without loss of hours or change of shift unless there is mutual agreement to a greater distance, change of shift, reduction in hours or a different wage area or zone. Notwithstanding, the Employer may utilize the provisions of subsections (iv) or (v), below, to transfer the employee to a new regular position.
 - (ii) In the event the Employer has no open positions that would meet the requirements of paragraph (i), above, the employee may be offered temporary/fill-in work or a

transfer to the next highest paying zone within the same county by the Employer until a regular position becomes available.

- (iii) While awaiting a regular position, the employee is free to reject offers that do not meet the requirements of paragraph (i), however, if the employee refuses any position offered by the Employer pursuant to paragraphs (i) or (ii) above, then the Employer shall have no obligation to make the employee whole for hours the employee was offered the opportunity to work. If the Employer does not offer the employee such opportunity to work, the Employer shall have an obligation to keep the employee whole per the Time Limits and Back Pay obligations in paragraph 3 below, or until either the employee:
 - 1. is reassigned to a regular position which meets the requirements of paragraph (i) (per the provisions of subsection (iv) or (v) below if necessary); or
 - 2. refuses a position offered by the Employer which meets the requirements of paragraph (i).
- 3. Time Limits and Back Pay Obligations
 - a) If an employee fails to respond within two (2) business days to a written offer of work, the Employer shall consider the lack of response as a refusal of the offer.
 - b) If the Employer fails to offer the displaced employee work that starts within five (5) business days of the date of displacement, the Employer's obligation to keep the employee whole will begin from the date of displacement.
- (iv) If there is not a vacant position, or a voluntary swap is not feasible, the least senior person in the building to which the affected employee is being assigned shall be required to take the position of the employee being transferred or that of another, less senior employee at an alternative site, without loss of income or benefits.
- (v) In the event the Employer's client refuses to permit a swap of a Day Porter or Foreperson, the Employer may place the affected Day Porter or Foreperson in a lower regular position. The affected employee shall retain first preference for any Day Porter or Foreperson position that becomes available until the employee returns to his or her former classification.
- (vi) Should the reassignment process described herein result in a position left vacant by the affected employee(s), that position will be filled through the job posting process detailed in this Agreement. In the case of an employee who refuses a swap/transfer or referral to a position to a similar Area, the Employer may place the affected employee on the temp list.
- (vii) If the Employer does not have a worksite where the client request would permit reassignment of the displaced employee, the Union and the Employer will meet and confer to determine a mutually acceptable alternative to the provisions of Article VIII, paragraph K.(c).

L. Lie Detectors

- a. The Employer shall not demand or require an employee to submit to or take a polygraph, lie detector or similar test or examination as a condition of continued employment. The prohibition of this section does not apply to employees employed at job sites of clients of the Employer who are: the federal government or any agency thereof or the state government or any agency or local subdivision thereof, including, but not limited to, counties, cities, districts, authorities, and agencies.
- b. No Employer shall request any person to take such a test, or administer such a test, without first advising the person in writing at the time the test is to be administered of the rights guaranteed by this Section L.

M. Workload

1. At no time shall the Employer impose an unreasonable workload on any employee. The Employer will endeavor to assign the workloads within a work site as equitably as possible.
2. In case of disputes over workloads at a work site, the Workload Dispute Resolution Procedure may be initiated by written notice from the employee to the Employer. The Union may initiate the Workload Dispute Resolution Procedure on behalf of an employee or group of employees provided the written notice shall identify the individual employee(s) at issue.

The Workload Dispute Resolution Procedure shall consist of the following steps: Timelines of Steps 1-4 below may be extended by either party by written notice.

- a. Step 1 – Work Schedule Review

The individual employee shall be provided with a current written description of their work schedule, which shall be reviewed with a representative of the Employer within ten (10) working days. Said description shall include, at a minimum, a description of the area(s) to be cleaned along with the equipment or tools to be used, and the tasks and frequencies to be performed. The Employee shall have the right to have a representative of the Union participate in this discussion.

If the parties are unable to resolve the dispute in Step 1, the process will proceed to Step 2.

- b. Step 2 – Schedule Review at Worksite

A work schedule review shall be scheduled within ten (10) working days of completion of Step 1 to discuss and clarify the employee's work schedule at the worksite where the work takes place. A work schedule review shall be on paid time and include an explanation of the work schedule in the specific location where such work is to take place; however, an employee shall not perform any work during a work schedule review. The work schedule review shall include the employee, a representative of the Employer and a representative of the Union. If the Employer is unable to grant access to a Union staff person to the worksite, the Union Steward or a Union-designated bargaining unit member at the worksite shall serve as the Union representative.

- (i) The Employer will work with the Union to ensure that detailed information about the work schedule is available to the Union, in writing in Step 2, including as applicable and available: cleaning method, cleaning standard, space type, occupancy, density, usage, foot traffic, number and size of suites, common areas, elevators, number of stalls, showers, sinks, toilets and/or urinals, indication of hard floor vs carpet, type of carpet or hard floor where relevant, and the total square footage of the employee(s)' assigned area and, if the Employer assigns specific start or end times for particular tasks or servicing of particular areas of the worksite, such scheduling details. It is understood that the gathering of this information is intended to be a collaborative effort. It is intended that the written information referred to herein will be

assembled jointly by the parties during the review process. If the Union and the Employer are unable to resolve the dispute in Step 2, the process will proceed to Step 3.

- (ii) The parties agree that the Union is entitled to obtain the detailed information, in writing, about the work schedule described in this Step 2, and the Union shall have ready access to such information in the Step 2 process. The Union agrees that, prior to completion of Step 4 of the Workload Dispute Resolution Procedure and the associated timelines, the Union shall defer exclusively to the Workload Dispute Resolution Procedure to obtain this information. As such, the Union expressly waives its statutory right prior to completion of Step 4 of the Workload Dispute Resolution Procedure and the associated timelines to obtain this information outside of the Workload Dispute Resolution Procedure. Any attempt by the Union prior to completion of Step 4 of the Workload Dispute Resolution Procedure and the associated timelines to obtain this information through an Unfair Labor Practice Charge shall be deferred to the Workload Dispute Resolution Procedure.

If the Union and the Employer are unable to resolve the dispute in Step 2, the process will proceed to Step 3.

c. Step 3 – Walkthrough & Demonstration

A work schedule walkthrough shall be scheduled within ten (10) working days completion of Step 2 to review and discuss the individual elements of the work schedule at the specific location(s) where such work takes place and, whenever possible, during the actual work schedule when the work takes place. A supervisor or other non-bargaining unit individual shall demonstrate correct completion in the time allotted of elements of the work schedule during a walkthrough. Where the Employer cannot make any such non-bargaining unit individual available, the Employer and the Union shall agree to an alternative arrangement to demonstrate correct completion in the time allotted. The walkthrough shall include the employee, a representative of the Employer (who shall be the area supervisor or a more senior management representative) and a representative of the Union. If the Employer is unable to grant access to a Union staff person to the worksite, the Union Steward or a Union-designated bargaining unit member at the worksite shall serve as the Union representative. If the Union and the Employer are unable to resolve the dispute in Step 3, the process will proceed to Step 4.

d. Step 4 – Senior Management Review

A meeting between the Union and a senior management representative of the Employer shall be scheduled within ten (10) working days of completion of Step 3 to discuss the workload dispute. If the Union and the Employer are unable to resolve the dispute in Step 4, the process will proceed to Step 5.

e. Step 5 – Grievance

The Union is free to file a grievance if the matter is not amicably resolved after the completion of Step 4. The filing period for such grievance shall begin tolling only after the completion of Step 4 or commencement of Step 5 pursuant to such notice from the Employer.

3. In the event the Union cancels more than one appointment in this Workload Dispute Resolution Procedure, the Employer at its exclusive option may notify the Union in writing that the dispute is immediately advanced to Step 5.
4. In the event that there are multiple Workload Disputes initiated at a single worksite, the Employer shall be permitted to conduct the steps of the Workload Dispute Resolution Procedure on a group basis.

- 5. The Employer agrees that there will be no retaliation against any worker who raises a dispute over workload.
- 6. Extra Work Due to Absenteeism
 - a. When extra work is assigned due to absenteeism and the Employer does not assign floaters to substitute for absent workers, extra hours will be allotted to complete that work or adjustments will be made to normal cleaning schedule. If floaters are employed and available, they will be called in to substitute for workers who are absent whenever practicable. Floaters will be offered permanent vacancy assignments by seniority pursuant to Article IX and when permanent vacancies occur.
 - b. Employees who request additional hours in writing will be increased, as additional time becomes available, and when practicable for the Employer to make the accommodation when workers terminate employment.

N. San Diego County - Government Wage Determinations

When an Employer bids or provides service at a location covered by either a local governmental agency, 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.

ARTICLE IX - SENIORITY

A. Favoritism Prohibited

Under this Agreement, all forms of favoritism by the parties to this Agreement are prohibited. Therefore, preferences regarding work hours, assignments, transfers, vacations, leaves and other conditions of employment will be granted according to seniority or other relevant provisions of this Agreement, not by favoritism.

B. Seniority and Work Records

1. LOS ANGELES & ORANGE COUNTIES

The basis for determining seniority is an employee’s continuous length of service with the Employer and predecessor contractors. A work record shall be maintained for each employee showing employment dates, time spent in various job classifications, and any other information pertinent to this Agreement.

2. SAN DIEGO COUNTY

- a. Seniority is the right accruing to employees through continuous length of service at a particular work site or a particular employer or series of successor Employers, whichever is greater, which entitles the employee to preference in employment issues such as layoffs, recalls from layoff, promotions, hours and vacation time.
- 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.
- c. Seniority rights shall be lost for the following reasons:
 - (i) Quit
 - (ii) Discharge

- (iii) A company lay-off for a continuous period of twelve (12) months or, in the case of COVID-related lay-offs on or after March 1, 2020, twenty-four (24) months.
- d. Retirement
- e. Promotion out of the unit after sixty (60) calendar days.
- f. Failure to report to work for three (3) consecutive workdays without notice, unless it is beyond the control of the employee, shall be considered a voluntary quit. Failure to return from an authorized Leave of Absence (LOA) without having an extension approved in writing, unless is beyond the control of the employee, shall be considered a voluntary quit.

C. Building Seniority

Once an employee is located at a building or site, the length of service will be used for building seniority. Provided that the employee in question is qualified, seniority as defined above shall be the criterion governing shifts, layoffs, rehires, promotions, and vacation preference at the building or site. Assignments will be awarded by seniority where there is the opportunity for greater permanent hours. At work sites with multiple buildings with common property management, the term "building or site" as used in this Section C. shall mean the entire complex of buildings at that work site.

D. Promotion

Where an opportunity for promotion exists at the job site, and excepting supervisory jobs, the employee credited with the most seniority at the site where the promotion occurs shall be given first consideration for such promotion, provided the employee meets the job requirements.

E. Voluntary Transfers

1. LOS ANGELES AND ORANGE COUNTIES

- a. Building or site employees have the first option over new hires in filling jobs that may become vacant or that are newly created. Preference for filling such job openings will be given to all existing employees of the Employer.
- b. Regular employees working in Area 2 may request in writing referral into Area 1 upon the completion of 10,400 hours worked. Regular employees working in Area 3 may request in writing referral into Area 2 upon the completion of 4,160 hours worked. Referrals shall be based on seniority and the availability of positions in the desired Area. Regular employees shall take priority in referrals over on-call employees, excluding employees with recall rights and employees on layoff, and will not forfeit their existing position by requesting a referral. The Employer is not responsible for tracking hours in connection with any request for a voluntary transfer under this Section E.

2. SAN DIEGO COUNTY

Workers wishing to transfer to a specific work site or geographical area may request such transfer in writing. Workers who have submitted transfer requests will be considered for vacant positions by order of seniority prior to the Employer filling vacant positions from the outside, provided a worker meets the reasonable qualifications for the job, as determined by the Employer. Workers who request a transfer to another site shall be paid at the wage and benefit level in effect at that job site. An employee shall transfer his or her seniority upon transfer to another work site, except for disciplinary transfer involving just cause.

F. Probationary Employees

Employees shall be on probation for the first 1040 hours of employment, which period may be extended by mutual agreement between the Union and the Employer. During the first ninety (90) workdays with a

minimum of 720 hours of employment, employees will not attain seniority, and termination for any cause during this period shall not be subject to the Arbitration provisions (Articles XXIII) of this Agreement. After the first ninety (90) workdays, with a minimum of 720 hours of employment, the employee shall attain seniority, and termination shall be subject to the just cause and Arbitration provisions (Articles XXIII) of this Agreement.

G. Job Posting

1. LOS ANGELES AND ORANGE COUNTIES

The Employer will post all known job promotions and vacancies at all job sites where the Employer has an on-site supervisor, for a period of three (3) working days, so that employees may bid on the openings. Employees bidding on promotional positions must be qualified.

2. SAN DIEGO COUNTY

The Employer will post all known promotional jobs and vacancies at a jobsite for a period of five (5) working days so that employees may bid on the openings in all locations where the Employer has an on-site supervisor. All such postings will be made on the bulletin board at the job site, regardless of any other places the Employer typically posts positions.

H. Recall

1. LOS ANGELES AND ORANGE COUNTIES

In the event a job is lost to a non-Union Employer, the laid off workers, on the basis of seniority, will be recalled to vacancies and be paid the appropriate pay rate, based on seniority, for the job site to which they are assigned.

2. SAN DIEGO COUNTY

Recall from layoff shall be handled in the following manner.

- a. Lay-off and Recalls will be based upon seniority as defined above. Employees will be laid off and recalled after layoffs on the basis of their seniority, provided the senior employee possesses the ability to do the work required.
- b. The Employer will contact the most senior qualified employee. During this process, the Employer may hire a temporary employee to fill the vacancy until a seniority person is selected.
- c. Recall shall be by seniority and qualifications as determined by the Employer of those responding.

I. Eligibility for Recall

1. LOS ANGELES & ORANGE COUNTIES

An employee who has been laid off shall be eligible to be recalled to the job location from which he/she had been laid off for a period of twelve (12) months from the effective date of layoff. The laid off employee may register with the Union for work as an extra or regular part-time employee for an Employer covered by this Agreement within the twelve (12) month period. Employees on recall status shall retain their original date of hire for purposes of seniority.

2. SAN DIEGO COUNTY

Any employee who has been employed for six (6) months or more and who is laid off shall have the right of recall to that site, provided that the period of layoff does not exceed twelve (12) months.

3. Recall Rights Due to The COVID Pandemic

For employees laid off after March 1, 2020 due to COVID-19, the contractual time periods for retention of seniority and recall rights for laid-off employees shall be extended to a total of twenty-four (24) months from the date of layoff. The parties may extend this period by mutual agreement in writing for specific counties covered by the Master Agreement. The Union agrees to waive all of the provisions of State of California SB93 pertaining to the rehiring of displaced workers. This is intended to be an explicit waiver in clear and unambiguous terms, as provided by SB93. The Union further explicitly agrees to waive the recall provisions of any local or county ordinances providing such rights, to the full extent permitted by such laws, specifically including the Long Beach Right of Recall Ordinance (Ordinance #ORD-20-0015), the Los Angeles City Right of Recall Ordinance (Ordinance #186602), The Los Angeles County Right of Recall Ordinance (Ordinance adding Chapter 8.201 to Title 8-- Consumer Protection, Business and Wage Regulations of the Los Angeles County Code), and the Pasadena Right of Recall Ordinance (Pasadena Municipal Code Title 5, Chapter 5.80).

J. No Inter-Building Bumping

Except as provided in Section K, 'Forced Transfers' of Article VIII, seniority shall not be used for inter-building bumping purposes. In San Diego County, the term "bumping" applies exclusively to situations involving layoffs.

K. Employees on Layoff

The Employer agrees to accrue an employee's seniority and concomitant benefits while on layoff as follows:

1. Employees with less than five years of seniority or working in San Diego County shall be entitled up to thirty (30) days.
2. Employees with five or more years of seniority working outside of San Diego County shall be entitled to up to ninety (90) days.

ARTICLE X – HOLIDAYS

A. Paid Holidays

1. Except as otherwise specified in Geographical Appendix F for certain exempted Areas, the following days shall be observed as holidays with pay for all employees:

Holidays – All Counties		
New Year’s Day	Juneteenth, eff. 2027 (not in San Diego)	Day after Thanksgiving (not in San Diego Zone 1) (see *note for San Diego Zones 2 & 3)
Martin Luther King, Jr Day (not in San Diego)	Independence Day	Christmas Day
Presidents’ Day	Labor Day	Employee Birthday (only in San Diego)
Memorial Day	Thanksgiving Day	2 floating holidays (only in San Diego Zone 1)

Day After Thanksgiving is a holiday in LA and Orange Counties. However, in San Diego, subsection A and B below apply:

A. In Zones 2 and 3 only, the Day after Thanksgiving is a holiday if job site is officially closed, otherwise this holiday will be converted to a floating holiday.

B. In Zones 1 and 2 only, employees in the San Diego New Hire Program are entitled only to New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day as paid holidays. Upon completion of the location’s San Diego County New Hire Program, all employees shall receive paid holidays as outlined in the Agreement in the Zone in which they are employed.

2. In the event a holiday falls on Sunday, it shall be observed on the following Monday. In the event a holiday falls on Saturday, it shall be observed on the preceding Friday.
3. In the event a holiday falls on an employee’s regular day off, the employee shall be granted an additional day’s pay or an additional day off with pay for said holiday. The Employer shall have the right to determine whether the employee receives an additional day’s pay, or an additional day off with pay.
4. The employee must work their scheduled shift before and after a holiday to be eligible for Holiday Pay. The employee shall not forfeit their holiday pay if such absence is due to a bona fide illness. The Employer may require a doctor’s certificate or other reasonable proof of illness. The Employer shall exercise good faith discretion in acquiring such proof.
 - a. Los Angeles County and Orange County Only: The foregoing sentence does not apply for one (1) holiday per calendar year.
5. Each employee entitled to receive a “Floating Holiday” with pay shall be granted the day off of their choice unless the time requested by the employee cannot be met by the Employer due to operational difficulties.

6. Los Angeles County Only:
 - a. The work shift beginning on the holiday observed shall be considered the holiday shift for all purposes, including the payment of premium pay.
 - b. Any employee receiving more holidays than listed above as of April 30, 2003, will continue to receive those additional holidays for the life of this Agreement.
7. Los Angeles and Orange Counties Only: Observance of Holidays Not Listed in This Agreement
 - a. Where an employee is denied access to their job location because it is closed for a holiday that is not listed in the geographical appendix covering their job location, the employee shall receive that holiday with pay.
 - b. Where a job location is closed for a holiday that is not listed in its appendix and one or more employees are denied access to their job location, but a partial crew is called into work, then each employee called in to work shall receive not less than five (5) hours' work at the rate of time and one-half (1½) in addition to their regular day's pay.
 - c. Where a job location is closed for a holiday, but no employee is denied access to their job, that holiday shall be treated as a regular workday, and each employee shall work their regular shift.
 - d. At worksites where local ordinances establish standards for holidays or other paid time off in excess of any paid time off benefits required under this agreement, the Employer will honor such statutory standards.

B. Holiday Pay

1. Pay for holidays not worked shall be at the employee's regular rate of pay. Any employee who works a forty (40) hour weekly schedule shall receive not less than eight (8) hours' pay for the holiday, regardless of the number of hours the employee would have been scheduled to work on the day the holiday is observed.
2. Pay for holidays worked shall be at the rate of time and one-half (1½) for all hours worked, in addition to the employee's regular day's pay.
 - a. The work shift beginning on the holiday observed shall be considered the holiday shift for all purposes, including the payment of premium pay.
 - b. The Employer shall not substitute an additional day off for any holiday where the intent or effect is to avoid paying any employee at the premium rate for all hours worked on a holiday.
 - c. Los Angeles and Orange Counties Only: Any employee who is called in to work on a stated holiday shall be guaranteed a full workday. Such employee shall not be required to work less than their regular shift and shall be paid in accordance with the provisions of this Paragraph 2.
 - d. Los Angeles County Only: Non-worked holidays shall be counted as time worked for the purpose of computing overtime, unless the holiday falls on the employee's regular day off.

C. Alternate Schedule

1. Subject to the Employer's client approval, the Employer will endeavor to schedule three (3) day holiday weekends if this can be accomplished with no economic impact upon the Employer's client.

ARTICLE XI - VACATIONS**A. ORANGE COUNTY****1. Vacation Benefits**

Employees shall accumulate prorated vacation benefits in accordance with the following schedule:

0-24 months of employment:	.417 of a day per month
25-84 months of employment:	.833 of a day per month
Over 48 months of employment:	1.25 days per month

The Union hereby indemnifies the Employer on all pending or future grievance(s) related to vacation accumulation prior to May 1, 2008. This shall not apply to pending issues related to vacation cash out when there was a change of contractors.

2. Vacation Periods

Vacation periods shall be rotated between employees and shall be taken at such time as will least interfere with the operation of the Employer's business in the opinion and within the discretion of the Employer, employee, and the Union, but preference will be in line with building seniority. Subject to the approval of the employee, Union, and the Employer, the employee may take vacation pay in lieu of vacation leave. When approved, such pay shall be due and payable within thirty (30) days.

3. Effect of Absence from Work

In the case of leave of absence granted an employee, his/her anniversary date, for the purpose of determining eligibility for vacation, shall be changed by adding to it the period of his/her leave of absence. An employee who is laid off through reduction of forces and recalled within thirty (30) days shall, on no more than one (1) occasion within one (1) year, be considered as having been continuously employed as to vacation rights.

4. Vacation Pay

Employees shall have the option of receiving full vacation pay prior to starting annual vacation.

5. Vacation Credits

Vacation credits shall be based on the employee's regular scheduled hours. However, in the event an employee's work schedule is permanently changed, then the vacation shall be based on the average hours worked or credited on an annual basis.

6. Eligibility

The last hiring date of the individual employee shall determine his/her eligibility for vacation. Vacations shall be taken or paid at any time after the employee's anniversary hiring date, but prior to his/her next anniversary of hiring date. Vacations shall not be cumulative.

7. Effect of Holidays

Whenever a holiday falls during an employee's vacation period and such holiday would be paid to the employee in the event he/she was not on vacation at the time it occurred, the employee will be given an extra day's pay or an additional day of vacation with pay at his/her option.

8. Change of Employers

When the Employer takes over a Union contractor’s account it agrees to recognize seniority, past service, and vacation accrual. The outgoing contractor shall pay the pro-rated vacation pay that is due with the last payroll check. The successor Employer shall pay the balance due at the time the vacation is accrued and taken and shall further recognize and grant the full time off that is due, as per this Article XI. It is agreed that at no time will the employee receive more vacation time than what he/she is entitled to under the provisions of this Article XI.

B. LOS ANGELES COUNTY

1. Vacation Benefits for Continuing Employees

- a. Except as may be otherwise specified in Appendix F, Geographical Areas, each employee shall receive vacation benefits, with pay, in accordance with the following schedule:

<u>Months of Employment</u>	<u>Days of Paid Vacation per Month</u>
0-12	.417
13-48	.833
Over 48*	1.25

*Area 1 employees will, after 168 months of employment, earn vacation at the rate of 1.67 days for each month of service.

Any job location providing more vacation than listed above or provided for in the applicable geographic area’s vacation benefits, effective April 30, 2012, shall continue to provide such additional benefits, with pay, for the life of this Agreement.

- b. In the event a holiday falls during the employee’s vacation period, the employee shall receive an additional day’s vacation with pay.
- c. Any employee receiving vacation benefits more favorable than those provided for in this Article XI at the time this Agreement is signed shall not have such vacation benefits reduced.
- d. For the purposes of this Article XI, employment shall mean the employee’s total months of employment from his/her original date of hire as defined in Article IX.
- e. All time lost from employment due to reasonable cause, such as illness, or emergency, shall, subject to Article XI, be considered as time worked for the purpose of determining the employee’s total months of employment.

2. Vacation Period

- a. Employees may take vacations at any time during the calendar year, provided mutual agreement is reached between the Employer and the employee making such request.
- b. Employees may take their vacation in nonconsecutive weeks of the employee’s choice provided mutual agreement is reached between the Employer and the employee.
- c. All requests for vacation shall be made in writing to the Employer and verified in writing to the employee within ten (10) working days after the employee submits his/her request.

3. Vacation Pay

- a. All employees shall receive vacation benefits in accordance with the provisions of this Article XI.
- b. All employees shall receive their vacation paycheck on the payday immediately preceding the day on which such employees start their vacation.

- c. Each week of vacation pay shall be equal to the employee's normal weekly earnings at the time the vacation is taken. For the purpose of this paragraph, normal weekly earning shall be defined as the hourly rate of pay, plus any shift differentials and/or premium pay which the employee is receiving based on the number of hours the employee regularly works at the time such employee receives his/her vacation paycheck. In the event an employee has not maintained a regular work schedule during the month preceding that in which he/she receives his/her vacation, vacation pay shall be based upon the employee's average number of hours worked over the period since his/her last employment anniversary date.
- d. Vacation pay for extra employees shall be based upon their average number of hours worked over the period since their employment anniversary date.

4. Pro Rata Vacation for Terminated Employees

- a. Any employee whose employment relations with the Employer terminate after thirty (30) days of employment for any reason shall receive pro rata vacation benefits as follows:
 - i. The Employee's Length of Service Shall be Determined: For the purposes of this Article XI, service shall mean the employee's total months of employment with the Employer or from his/her original date of hire as defined in Article IX.
 - ii. The Employee's Rate of Vacation Accrual Shall be Determined: Depending upon the amount of vacation with pay to which an employee may be entitled based upon the geographical appendix under which they work, the rate of accrual shall be as a percentage of one (1) year's work, from the employee's previous anniversary date of employment.

5. Health and Welfare and Pension-Contributions for Vacationing Employees

- a. The Employer shall make the appropriate payment to the California Service Employees Health and Welfare Trust Fund on behalf of all employees who are on vacation. Payments to this Trust Fund shall be based on the hours the employee normally works.
- b. The Employer shall make the appropriate payment into the SEIU National Industry Pension Trust Fund on behalf of all employees who are on vacation. Payments to this Trust Fund shall be based on the number of hours for which the employee has received vacation pay.

C. SAN DIEGO COUNTY

1. Vacation Benefits

- a. Zone 1:
An employee covered by this Agreement, who has been continuously employed by the Employer, for a period of one (1) year, shall be entitled to an annual vacation of seven working days with pay, and twelve (12) working days after two years of employment, and for a period of five (5) years three (3) weeks, fifteen (15) working days, and after fifteen (15) years of employment four (4) weeks, twenty (20) working days. Any employees whose employment is severed shall be paid her/his pro-rated vacation time. Any employee who is currently receiving superior vacation benefits than those listed above shall be entitled to receive said superior benefits.
- b. Zones 2 and 3:
An employee covered by this Agreement, who has been continuously employed by the Employer for a period of one (1) year, shall be entitled to an annual vacation of one (1) week, five (5) working days with pay, and ten (10) working days after three (3) years of

employment. All employees covered by this Agreement who have completed five (5) years of employment will be entitled to fifteen (15) days paid vacation per year.

2. Vacation Periods.

Vacation periods shall be rotated between employees and shall be taken at such time as will least interfere with the operation of the Employer's business in the opinion and within the discretion of the Employer, but preference will be in line with building seniority. It is understood that this refers to the number of employees who may be absent and shall not be interpreted to mean the company can designate periods during which vacations may not be taken.

3. Vacation Requests

Employee requests for vacation shall not be unreasonably denied; however, employee requests for vacation must be received in writing no fewer than fifteen (15) business days from intended vacation. The Employer agrees to notify the employee in writing within ten (10) business days of the employee's request whether or not the request is granted subject to other language contained in this agreement. Should the employee request union representation regarding vacation, the Employer agrees to meet and confer with the union representative.

4. Impact of Leave of Absence

In the case of leave of absence granted an employee, his/her anniversary date, for the purpose of determining eligibility for vacation, shall be changed by adding to it the period of his/her leave of absence.

5. Impact of Lay Off

An employee, who is laid off through reduction of forces and recalled within thirty (30) days, shall be considered as having been continuously employed as to vacation rights.

6. Vacation Pay.

Employees shall have the option of receiving full vacation pay prior to starting annual vacation.

7. Vacation Credits.

Vacation credits shall be based on the employee's regular scheduled hours. However, in the event an employee's work schedule is permanently changed, then the vacation shall be based on the average hours worked or credited on an annual basis.

8. Hiring Date

The last hiring date of the individual employee shall determine his/her eligibility for vacation. Vacations shall be taken at any time after the employee's anniversary hiring date, but prior to his/her next anniversary hiring date. Vacations shall not be cumulative.

9. Holidays During Vacations

Whenever a holiday falls during an employee's vacation period and such holiday would be paid to the employee in the event he/she was not on vacation at the time it occurred, the

employee will be given an extra day's pay or an additional day of vacation with pay at his/her option.

10. Contractor Transitions

When the Employer takes over a Union contractor's account, he/she agrees to recognize seniority, past service, and vacation accrual. The outgoing contractor shall pay the pro-rated vacation pay that is due with the last payroll check. The successor employer shall pay the balance due at the time the vacation is accrued and taken and shall further recognize and grant the full time off that is due, as per this Article. It is agreed that at no time will the employee receive more vacation time than what he/she is entitled to under the provisions of this article.

ARTICLE XII - TIME LOST – LOS ANGELES AND ORANGE COUNTIES

All time lost from employment due to reasonable cause, such as illness or emergency, up to ninety (90) days shall be considered as time worked for the purpose of determining the employee's total months of employment provided the affected employee has five (5) years of seniority.

All time lost from employment due to reasonable cause, such as illness or emergency, up to sixty (60) days shall be considered as time worked for the purpose of determining the employee's total months of employment provided the affected employee has two (2) years of seniority.

All time lost from employment due to reasonable cause, such as illness or emergency, up to thirty (30) days shall be considered as time worked for the purpose of determining the employee's total months of employment provided the affected employee has one (1) year of seniority.

ARTICLE XIII - HOURS

A. Workday

Eight (8) hours within nine (9) consecutive hours shall constitute a day's work, except where other arrangements have been mutually agreed upon in writing between the Union, the employee, and the Employer. Five (5) days' work in seven (7) consecutive days will constitute a week's work. It is agreed that such days will be consecutive. However, alternative schedules may be created by mutual agreement, provided they are discussed on a case by case, non-precedent setting basis. The rule of reason shall apply to both parties with respect to agreement on those occasions.

B. Overtime

Any time worked in excess of eight (8) hours in any day or forty (40) hours in any week shall constitute overtime and shall be paid for at the rate of time and one-half. Overtime shall be assigned on the basis of seniority whenever possible.

C. Full Time Hours Conversions

1. LOS ANGELES AND ORANGE COUNTY

The Employer and the Union agree to establish, by attrition, eight (8) hour workdays for bargaining unit employees. Said conversions will be governed by seniority with the goal of establishing eight (8) hour job slots when feasible with the Employer's clients' cleaning requirements.

2. SAN DIEGO COUNTY

- a. The Employer agrees to work with the Union on a program to transition worksites to shifts of eight (8) hours, where such shifts do not already exist and where practicable. It is understood that such a program will take into account the operational needs of the Employer and Employer's Client. Further, where the Employer's clients are resistive to said aforementioned shifts, the Employer agrees to use its best efforts to gain the agreement of such clients for said aforementioned shifts. Nothing herein shall be construed as a guarantee of daily or weekly hours.
- b. The Employer agrees that it shall not engage in hiring practices designed to circumvent or curtail employee's ability to qualify for benefits. It is the intent of this section to maximize, whenever possible, work hours available in order to promote employee stability through increased earnings and benefits.

D. Rest Periods**1. LOS ANGELES AND ORANGE COUNTY**

Each employee is authorized and permitted to take a rest period of not less than ten (10) minutes in each four (4) hour work period, or major fraction thereof, in accordance with the law. These rest periods shall be included within the employee's regular shift and no deductions shall be made from wages. Each employee shall be entitled to an unpaid one-half (1/2) hour lunch period in accordance with the law.

2. SAN DIEGO COUNTY

Each employee shall be allowed a rest period of not less than fifteen (15) minutes in each four (4) hour work period, or major fraction thereof. These rest periods shall be included within the employee's regular shift and no deductions shall be made from wages. Each employee shall be entitled to a one-half (1/2) hour lunch period following 4 hours of work, which shall be unpaid. Breaks and lunch periods will be established as follows: 15-minute break following 2 hours of continuous work, 30 minutes for lunch following 4 hours of work and a 15-minute break taken 2 hours following the end of the lunch period.

E. Reporting Pay

Employees who are scheduled to work by the Employer and who report to work the scheduled hours but are not allowed to work them by the Employer, shall be paid fifty percent (50%) of the hours of the shift that he/she was scheduled to report for. In San Diego County, exceptions to this requirement found in Section 5(C) of IWC Order No. 5-2001 shall apply.

F. Shutdowns

In the event the Employer's customer at any job location has a shutdown and eliminates or reduces its cleaning requirements for the shutdown period, the Employer may lay off employees assigned to such job location. The layoff of employees shall be in accordance with seniority, as provided in Article IX, "Seniority", of this Agreement. Employees who are laid off due to a job location shutdown may take such layoff as vacation and shall be paid for such time to the extent the employee has accrued vacation benefits. The employees shall have the option of working for the Employer as temporary employees until such time as the shutdown period at the employees' job location ends.

ARTICLE XIV - WAGES**A. COVERED HEALTH CARE FACILITIES**

The Employer will comply with Labor Code Section 1182.14 that sets minimum wage rates for Healthcare Facilities.

B. ORANGE AND SAN DIEGO COUNTIES**1. Minimum Rates**

Minimum rates of pay for all persons covered by the Agreement shall be those rates set forth in the Schedule of Wages set forth in Appendix F. In the event a minimum rate of pay for any classification of work is not specifically provided for in the Schedule of Wages, then the wage shall be the rate set by agreement between the Employer and the Union.

2. Pay for Time Worked

Any employee working less than eight (8) hours in any one day shall be paid only for such time as he/she actually works except a minimum of four (4) hours is guaranteed on one (1) call if called by the Employer for special work or emergency.

3. Payment of Wages**a. ORANGE COUNTY**

All disbursements for wages shall be made on the sixth (6th) workday following the close of the pay period by voucher check, or ATM/pay-card which shall show the total number of hours worked and an itemized list of all deductions made therefrom. In the event the sixth (6th) working day falls on a weekend, checks or ATM/paycard will be disbursed the following Monday. Pay periods may be weekly; biweekly; or semi-monthly (effective September 1, 2012) at the discretion of the Employer. In the case of ATM or pay-cards employees will be mailed the list of itemized deductions.

b. SAN DIEGO COUNTY

- i. All disbursements for wages shall be made on the fifth (5th) workday (or current practice) following the close of the pay period by voucher check, or any other means allowed under the law. Provided the employee consents to any means other than hard copy check, which shall show the total number of hours worked and an itemized list of all deductions made there from. In the event the fifth (5) working day falls on a weekend, checks will be disbursed the following Monday. If the payday falls on a weekend the Employer will make reasonable efforts to pay on the preceding Friday. Upon notification by the Union of an error in any paycheck which results in the employee receiving less than all of the wages to which he/she is entitled, the Employer shall pay all monies owed to the employee or notify the Union of a dispute within three (3) working days.
- ii. Payroll periods may be weekly, every two (2) weeks, or semi-monthly as determined by the Employer.
- iii. In buildings where employees work an afternoon/evening shift on Sundays, the Employer shall utilize its best efforts, subject to operational considerations of the Employer, to change to a morning shift upon notification by the Union that the employees at a particular worksite so desire it.
- iv. In the event there is a pause, suspension, or roll back of the statutory minimum wage, the San Diego-specific wage elements of this Agreement may be re-opened at the option of the

Employer within thirty days prior to the pause, suspension, or roll back for the purpose of bargaining wages.

4. Inspection of Wage Payment Records

The Employer shall make the current timecards, payroll records, and sign-in sheets not older than six (6) months available to the Union Representative upon reasonable request.

5. Increments of Time

Work time (except for overtime) shall not be computed in units of less than one quarter (1/4) hour per shift. Overtime will be computed on the basis of actual time worked.

6. Vehicles Provided

All vehicles used for the purpose of carrying tools and equipment for wax crews shall be furnished by the Employer except as hereinafter provided.

C. LOS ANGELES COUNTY**1. Minimum Wage Scales**

1. The wage scales and economic benefits in each of the geographical appendices of this Agreement are minimum wage scales and economic benefits for each geographical area. Nothing in this Agreement shall be interpreted to prohibit an Employer from paying higher wage rates or additional benefits than are set forth in this Agreement.
2. Where the Employer takes over employees who are already covered under the terms of this Agreement but who are working at a job location at which there are wage rates, premium shift differentials or other benefits granted in excess of those provided in this Agreement, either by virtue of existing practices or under some other collective bargaining agreement, such employee shall continue to receive such wage rates, premium shift differentials and/or other benefits.

2. Start Rates

The Employer and the Union agree that all employees hired after May 1, 2012, shall start at the appropriate start rate for their Area as provided in Appendix F, Geographical Areas and shall receive the scheduled wage increases for that Area for a period of twelve (12) months from their date of hire, at which time their wage rate will be brought up to the appropriate Area minimum hourly wage rate for their classification, to the extent that such minimum hourly wage may exceed the start rate.

3. Small Buildings and Size Exclusions

1. Effective May 1, 2012, job locations which are not complexes or multiple buildings, which are less than 100,000 square feet of net cleanable space and where employees are scheduled a total of 26 hours or less of night work per shift, shall be covered under the provisions of the Greater Los Angeles County Area 3 of Appendix F, regardless of their actual location.
2. Effective May 1, 2012, job locations which are single tenant job locations, which are less than 150,000 square feet of net cleanable space and where employees are scheduled a total of 40 hours or less of night work per shift, shall be covered under the provisions of the Greater Los Angeles County Area of Appendix F ("Greater Los Angeles, Area 3"), regardless of their actual locations.
3. At work sites with multiple buildings with common property management, the terms "job location" as used in this Agreement shall mean the entire complex of buildings at that work site

for purposes of this Section C. A single tenant user may be defined as self-managed or third-party managed, with one tenant using all cleanable space.

4. In the event the Employer utilizes the small building exclusions, employees working as permanent employees at the affected job locations described herein, as of April 30, 2012, shall be "grandfathered" and continue to receive the wage and benefit levels originally required of their geographical area for the term of this Agreement. This shall include all wage increases and all minimum wage rate increases called for in Appendix F (e.g., an Area 2 employee would continue to receive Area 2 wages and benefits) for the actual geographical area of their job locations.

4. Shift and Sunday Premiums

All current and new job locations in Geographical Area 1, or any job location in other Geographical Areas that provided premium pay for work on Sundays and/or a shift differential as of April 30, 2012, shall provide those premiums and/or differentials, for the life of this Agreement, under the following conditions:

Any employee who works fifty percent (50%) of his/her hours, or more, between midnight and 8:00 a.m. shall receive a shift premium of twenty cents (20¢) per hour for his/her entire shift.

Lunch period, even though unpaid, shall be considered as time worked for the purpose of determining whether an employee has worked fifty percent (50%) of his/her hours, or more, between midnight and 8:00 a.m.

This Shift Premium, where applicable, shall be included in the employee's base rate of pay for the purpose of computing overtime.

Any employee other than a watchperson or a retail store employee who works on Sunday shall receive a Sunday shift premium of fifty cents (50¢) per hour for all hours worked on Sunday, or for his/her entire shift if the shift starts on Sunday.

5. Payment of Wages

1. All wages shall be paid by check, or ATM/paycard. Such check, or ATM/pay-card shall specify the total number of hours worked and contain an itemized list of all deductions. In the case of ATM or pay-cards employees will be mailed the list of itemized deductions.
2. Wages shall be paid either weekly, biweekly, or semi-monthly (effective September 1, 2012) at the discretion of the Employer.
3. In no event shall any pay period be changed where either the intent or effect is to avoid the payment of overtime.

6. Unit of Work Time

The minimum unit of work time shall be one-quarter (1/4) hour. Any time worked by an employee which is less than fifteen (15) minutes shall be considered as a full one-quarter (1/4) hour.

7. Availability of Paychecks

1. Paychecks shall be made available at the job location or mailed to the employee, or the employee may, at employee's option, pick up his/her own check on his/her own time at the Employer's place of business. In the event the employee elects to pick up his/her own check on his/her own time at the Employer's place of business, then the Employer agrees to post a schedule of check pick-up and to provide both the employee and the Union with a copy of the check pick-up schedule.

2. Paychecks shall be made available to the employee or placed in the mail no later than four (4) office workdays after the close of the pay period. Each employee shall be notified when his/her pay period ends.
3. Newly hired employees shall have the right to request and receive up to one (1) week's wages, for all hours worked before completing his/her first scheduled pay period.
4. Upon notification by the Union of an error in any paycheck which results in the employee receiving less than all of the wages to which he/she is entitled, the Employer shall pay all monies owed to the employee or notify the Union of a dispute within three (3) working days. The Employer agrees to advance employees, up to the amount of wages in dispute, until the disputed amounts can be verified.

8. Payment for Travel

1. Any employee who is required to move from location to location in the course of performing his/her work assignments shall be paid for all time spent in traveling between such locations, in addition to the hours actually spent working at the various job locations.
2. Travel time, as defined in Paragraph 1 of this Section 8, shall be counted as time worked for purposes of computing the total daily and weekly hours worked and any overtime premium, where applicable.
3. In determining time worked for the Employer, the period of employment shall begin at the time the employee is required to report either at the Employer's office or at the job location, whichever is earlier, and shall include time traveled from a job location back to the office, if so required by the Employer.

9. Payment for Use of Employee's Own Vehicle

1. Each employee who is required by the Employer to furnish his/her own vehicle to carry any equipment or supplies between locations shall be reimbursed for use of the vehicle for each required mile driven at the rate set by the Internal Revenue Service of the U.S. Department of the Treasury (IRS). Whenever the IRS increases the amount of mileage reimbursement exempt from declaration as income, the Employer shall increase the rate of mileage reimbursement equal to the new IRS guidelines, effective January 1st of the year in which the adjustment is made.
2. All payments made to the employee to reimburse him/her for the use of his/her own vehicle shall be paid at each pay period, either by separate check or together with the payroll check with the amount of such reimbursement itemized on the payroll check stubs.
3. The Employer shall carry non-ownership liability insurance on the vehicle of each employee who is required by the Employer to use his/her own vehicle in connection with his/her work. In the event the Employer fails to secure such insurance, the Employer shall assume full responsibility for all damage to the vehicle and agrees to pay and be responsible for all legal fees, court costs, or damages incurred by the employee through the use of his/her own vehicle during the course of his/her work.
4. Should an employee receive a traffic citation while using his/her own vehicle at the requirement of the Employer, the circumstances of the citation will be investigated by the Union and the Employer. Whether the Employer or the employee will be responsible for any payments will be determined by mutual agreement between the Union and the Employer.

10. Inspection of Records

1. 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.
2. The Union shall have the right to inspect and audit, at the Employer’s premises where such records are customarily maintained, all payroll records and time sheets and all other records, papers, or documents of the Employer which relate to the terms and conditions of this Agreement. In the event the results of such inspection or audit reveal that the Employer has violated any term or condition of this Article XIV, the Employer shall be liable for the cost of such audit, including legal fees, such costs not to exceed fifteen percent (15%) of the obligation or liability.
1. The Employer shall have available records setting forth the number of hours worked, job location, and complete individual payroll information for each employee on a quarterly basis.
2. The Employer shall provide the Union annually a list as to each employee’s sick leave and vacation accrual.
3. The Employer further agrees that, upon a written request from an employee, the Employer will provide employment and other work-related information of references formally requested by commercial or government organizations or individuals or prospective Employers.

D. ALL COUNTIES- CELL PHONE USE

Employees who are required by the Employer, and agree voluntarily, to use personal cell phones for work related reasons, including but not limited to texts, calls, time keeping, apps and documenting work-related matters will be provided a monthly cell phone allowance of \$10.00 to be paid as an expense reimbursement with no tax deductions. The Employer may require the employee to complete a form to qualify for this reimbursement. This provision shall not apply to an employee who is provided with an Employer-issued cell phone. Employees receiving a greater payment for use of their personal cell phones shall not suffer any reduction in that benefit as a result of this provision.

ARTICLE XV – SICK LEAVE

A. Eligibility

1. LOS ANGELES AND ORANGE COUNTIES

- a. First (1st) year of employment

Effective July 1, 2015, an employee who works for thirty (30) or more days within a year from the commencement of his or her employment is entitled to paid sick days in accordance with California law. An employee shall accrue paid sick leave at the rate of one (1) hour per every thirty (30) hours worked.

An employee’s total accrual of paid sick leave in the first (1st) year of employment shall not exceed forty-eight (48) hours or six (6) days, whichever is greater, and may be carried over to the following year of employment.

- i. The following shall apply to employees who are paid at least 130% of the California state minimum wage rate: An employee’s use of paid sick leave shall be limited to twenty (24) hours or three (3) days, whichever is greater, in the first (1st) year of employment. In the alternative an Employer may use the “up front” method whereby an employee would be eligible for forty

(40) hours to be used by the employee upon the completion of 90 days of employment but no carry-over into the employee's 2nd year of employment.

- ii. The following shall apply to employees who are paid less than 130% of the California state minimum wage rate: An employee's used of paid sick leave shall be limited to forty (40) hours or five (5) days, whichever is greater, if the first (1st) year of employment. In the alternative, an Employer may use the "up front" method whereby an employee would be eligible for forty (40) hours to be used by the employee upon completion of 90 days of employment but no carry-over into the employee's 2nd year of employment.

b. Subsequent years of employment

Upon completion of twelve (12) months of service, each employee shall be granted forty (40) hours sick leave with pay per year (forty-eight [48] hours within the Los Angeles city limits). Unused sick leave benefits shall be cumulative from year to year to a maximum of ten (10) days. Fifty percent (50%) of all sick leave benefits earned in excess of the maximum accumulation of ten (10) days shall be converted to cash and paid to the employee. At the employee's option, such payment shall be made upon his/her anniversary date of employment when they accrue such additional days, or on the last period before Christmas.

- c. At worksites where local ordinances establish standards for holidays or other paid time off in excess of any paid time off benefits required under this agreement, the Employer will honor such statutory standards.

2. SAN DIEGO COUNTY

a. Eligibility

Each employee with thirty (30) days of service or more shall receive sick leave benefits per statutory requirements. Upon completing the new hire program, the employee will be granted six (6) days sick leave with pay per year. Unused sick leave benefits for employees in the New Hire Program shall be cumulative as statute dictates. For employees who have completed the New Hire Program, sick leave benefits will be cumulative from year to year to a maximum of twelve (12) days.

b. Accumulation

Sick leave accumulated under the prior agreement by an employee shall remain in full force and effect as of the execution date of this Agreement.

c. Accrual

Sick leave benefits shall be paid for a bona fide illness or injury in accordance with the law. During the first six (6) months of employment, sick leave benefits shall be in accordance with statutory requirements. Employees with more than six (6) months of employment will receive paid sick leave benefits in accordance with the Agreement.

B. Total Employment

The Employer will recognize the employee's total employment as defined in Article IX of this Agreement for all purposes under this Article XV. Sick leave benefits, including accumulated benefits, shall become the responsibility of the Employer for whom the employee is working at the time an illness or injury occurs.

C. Availability of Benefits

1. LOS ANGELES AND ORANGE COUNTIES

Subject to the eligibility requirements in Paragraph A, sick leave benefits shall be paid for qualifying reasons at any time during an employee's employment year (i.e., from one anniversary of

employment to another). An employee's sick leave benefits become available to him/her immediately upon the first day of his/her employment year. Employees may use sick leave in increments of two (2) hours or greater.

2. SAN DIEGO COUNTY**a. Sick Leave Cash Out**

Zone 1 Employees who have maintained perfect attendance for the previous twelve (12) months, shall, on their anniversary date, have the option of cashing out their accumulated sick leave. Employees who choose this option shall receive seventy-two and one-half (72½%) percent of the dollar value of their sick leave with the remaining twenty-seven and one-half (27½%) percent reverting back to the Employer and will not accrue to the Employee's sick leave account.

b. Fraudulent Use of Sick Leave

Notwithstanding the above section, where reasonable suspicion exists an employee is engaging in fraud/abuse of sick leave, the Union agrees to support Employer discipline, consistent with its duty of fair representation, if presented with just cause. Employees who commit fraud shall be subject to discipline by the Employer.

c. Statutory Compliance

The above shall be governed by statutory requirements. In order to provide greater transparency to all parties, up-to-date information can be found at the California Department of Industrial Relations (<http://www.dir.ca.gov/DLSE/resource.html>).

D. Reasons for Sick Leave Utilization

Upon the oral or written request of an employee, the Employer shall provide accrued paid sick days in accordance with statutory requirements as detailed below:

1. for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or his or her family member (defined as any of the following: (1) a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or his or her spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) spouse; (4) registered domestic partner; (5) grandparent; (6) grandchild; and (7) sibling); or
2. for an employee who is a victim of domestic violence, sexual assault, or stalking, (1) to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child, (2) to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking, (3) to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking, (4) to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking, or (5) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

E. Notification to Employer

1. The following shall apply to employees who are paid at least 130% of the California state minimum wage rate: For Sick Leave utilization up to twenty-four (24) hours or three (3) days per year,

whichever is greater, the following shall apply: if the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Employees shall not be required to provide doctors' notes to verify illness or injury.

2. The following shall apply to employees who are paid less than 130% of the California state minimum wage rate: For Sick Leave utilization up to forty (40) hours or five (5) days per year, whichever is greater, the following shall apply: if the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Employees shall not be required to provide doctors' notes to verify illness or injury.

F. Proof of Illness

1. The following shall apply to employees who are paid at least 130% of the California state minimum wage rate: For sick leave with pay requested in cases of qualifying reasons, as listed above, lasting more than twenty-four (24) hours or three (3) days per year, whichever is greater, the Employer may require a doctor's certificate or other reasonable proof. The Employer shall exercise good faith discretion in requiring such proof. The Employer shall not require that employees bring such doctor's certificate to the Employer's main office, and it is understood that the delivery of such certificate to the employee's foreperson or supervisor at the job location shall be sufficient to satisfy the employee's obligation under this Section F.
2. The following shall apply to employees who are paid less than 130% of the California state minimum wage rate: For sick leave with pay requested in cases of qualifying reasons, as listed above, lasting more than forty (40) hours or five (5) days per year, whichever is greater, the Employer may require a doctor's certificate or other reasonable proof. The Employer shall exercise good faith discretion in requiring such proof. The Employer shall not require that employees bring such doctor's certificate to the Employer's main office, and it is understood that the delivery of such certificate to the employee's foreperson or supervisor at the job location shall be sufficient to satisfy the employee's obligation under this Section F.

G. No Retaliation or Adverse Action Against Employee

The Employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint or alleging a violation of this Article XV of the Master Agreement or of the law, cooperating in an investigation or prosecution of an alleged violation of this Article XV of the Agreement or of the law, or opposing any policy or practice or act that is prohibited by this Article XV of the Agreement or of the law.

H. Payment of Sick Leave

1. All employees shall receive sick leave benefits with full pay commencing with the first workday's absence and shall receive full pay for each workday's absence until the sick leave benefit is depleted. For the purpose of this Section H, full pay shall mean pay for the scheduled working hours for those days which the employee would have worked had the disability not occurred.
2. Separate Checks
Sick leave shall be paid no later than the payday for the next regular payroll period after the sick leave was taken on a separate check or itemized note on check stub, as well as the payroll record, shall be clearly marked "Sick Leave". In no event shall the Employer require the employee to return to work before receiving his/her sick leave pay.

3. Employer Notification of Sick Leave Accruals

The Employer shall provide an employee with written notice that sets forth the amount of paid sick leave available for use on either the employee’s itemized wage statement or in a separate writing provided on the designated pay date with the employee’s payment of wages.

I. State Disability Payments

1. In the event an employee who is ill or injured is entitled to receive State Disability Insurance payments or Workers Compensation payments, the sick leave due such employee from the Employer shall be paid in such a manner that does not interfere with the employee’s receipt of full benefits due him or her from State Disability Insurance or Workers Compensation Insurance.
2. The Employer shall compute the money value of all sick leave benefits due such employee at the time he or she becomes disabled and shall pay to the employee each week an amount equal to the difference between the employee’s State Disability weekly benefit or Workers Compensation weekly benefit and the employee’s normal weekly pay until the money value of the employee’s sick leave benefits is exhausted.
3. In the event the employee returns to work before the money value of his sick leave benefits has been exhausted, any remaining money value shall be converted back to days and restored to the credit of the employee for future use of accumulation.

J. Listing of Payments

Sick leave cash payments for all employees shall be as listed in each geographical appendix of this Agreement.

K. Transfers

In the event of the transfer of an account to another Employer,

- a. In Los Angeles and Orange Counties, the outgoing Employer shall pay each employee who remains at the job location his/her paid sick leave balance, and
- b. In San Diego County, the current practice of the successor Employer inheriting each transferred employee’s sick leave balance shall continue.

L. Quarantine

a. Paid Quarantine:

For Employers who:

- i. are covered by statutory mandates to provide paid sick leave in these circumstances for employees working in the relevant geographic area, or
- ii. have secured government assistance for employee compensation relief due to COVID and payable during the term of this Agreement which is applicable to a particular client site covered by the Master Agreement, or
- iii. are able to secure the commitment of their clients to cover the costs of paid quarantine,

the following shall apply:

Upon Employer knowledge of any of the following circumstances, the employees described below shall be immediately sent home with pay based on their regularly scheduled hours for 14 calendar days, until fully recovered or until tested negative, whichever comes first. This paid time will be apart from and in addition to whatever accrued paid time off the employee may have.

- i. An employee who tests positive for or show symptoms of COVID-19 infection as defined by CDC
- ii. Any employees known to the Employer to have had direct contact, as defined by the CDC, with anyone at the worksite who has tested positive for COVID-19.

The parties agree that in cases where none of the three provisions in Section 6.a (i-iii) above apply, the Employer will notify the Union that they are unable to cover the cost of paid quarantine and the Employer can provide the Unpaid Quarantine described below.

b. Unpaid Quarantine:

Employees who request to self-quarantine for any of the following reasons shall be treated as temporarily laid off, receive written confirmation of their layoff status from the Employer, sent home without pay for the amount of time indicated below and allowed to apply for unemployment without challenge from the Employer.

- i. Belongs to a high-risk group as defined by CDC – unlimited quarantine
- ii. Has within the last 14 days had direct contact, as defined by CDC, with an individual outside of work who tested positive for COVID-19 – 14-day quarantine

c. Accrued Paid Time Off:

To the extent permitted by relevant statute or ordinance, employees shall be allowed to use their accrued time off at their individual discretion and in such a manner that it does not interfere with or take the place of Unemployment Insurance, State Disability Insurance, Workers Compensation, Paid Family Sick Leave or COVID-related paid leave benefits.

ARTICLE XVI MAINTENANCE OF WORKING CONDITIONS

A. Current Agreement

The Employer shall not reduce the number of employees, or the hours worked or rates of pay, or change the starting or quitting time of any employee at any job location because of the execution of this Agreement.

B. Layoff, Speed Ups and Reductions

- 1. In the event the Employer desires to lay off, speed up or change the hours or starting and quitting time of any employee or employees or reduce staffing, the Employer will submit the following information to the Union, in writing, before any action is taken on the proposed change:
 - a. The job location and affected suite numbers at which the proposed change(s) is to occur;
 - b. A list of the employees working at the job location, and the length of employment and classification of each employee;
 - c. A list of the affected employees and the proposed change(s) for each;

- d. The date and reason for the proposed change.
 - e. The Union shall not require the Employer to provide information related to the proposed changes which duplicates any such information the Employer has provided the Union within the last ninety (90) days of the Union's previous request for such information, provided no material changes have occurred at the job site since the date of the original request.
2. In the event of vacancies which may occur at a job location, and notwithstanding language which may be contained elsewhere in this Agreement, any such layoffs may be implemented immediately, however whenever possible the Employer will notify the Union at least three (3) business days before implementing such layoffs.
3. The Union agrees to consent to the Employer's proposed changes pursuant to this Article XVI when the Employer has complied with the provisions of this Article XVI and demonstrated that its proposed changes are necessary to:
- a. Respond to changes required in customer's specifications to the extent they directly affect current staffing. The Employer agrees to provide the Union with copies of the changes in specifications in situations relating to changes in customer specifications. The Employer shall provide fifteen (15) calendar days' advance notice of such changes. Notwithstanding, in the event the Employer has less than fifteen (15) calendar days' notice from the customer, the Employer shall provide as much as notice of such changes as practicable together with evidence of less than fifteen (15) calendar days' notice.
 - b. Respond to vacancies occurring in a building at which the Employer conducts cleaning operations to the extent such vacancies directly affect current staffing;
 - c. Return staffing in a building where the crew was increased due to special needs to the levels customarily maintained by the Employer at said building, provided there has not been a material increase in required customer specifications that led to, or followed, the increased staffing;
 - d. Adjust staffing to its customary levels of production, provided that the Employer does not impose an unreasonable workload.

If the Employer has provided timely, objective documentation confirming it has met the requirements of this Paragraph 3, and the Union does not provide its consent within fifteen (15) calendar days of the Employer's notice under 3(a), the Union shall be deemed to have granted its consent.

4. Where the Employer proposes to layoff or make other changes pursuant to this Article XVI in order to respond to competitive bids from contractors who do not provide terms and conditions of employment equivalent to those contained in this Agreement, the Union agrees that it will not unreasonably withhold consent to reduce staffing, lay off, speed up or change the hours or starting and quitting time of employees so that the Employer may responsibly respond.
5. Notice of Layoff
- a. **LOS ANGELES AND ORANGE COUNTIES**

In the case of a layoff pursuant to this Agreement, the Employer shall give a minimum of six (6) days' notice to the Union and five (5) days' notice to the affected laid off employee or pay the employee an amount equivalent to the employee's wages for one (1) week, based on the employee's normal wage, in lieu of such notice. The Employer shall, within thirty (30) days after the date of execution of this Agreement, submit to the Union a list of all jobs in which the Employer's services can be terminated with less than five (5) days' notice.

b. SAN DIEGO COUNTY

The Employer agrees to provide five (5) days' notice or pay in lieu thereof to employees being permanently laid off if the Employer has knowledge of the planned layoff five (5) days in advance.

6. No regular full-time employee shall be laid off or have a speed up or change in the hours or starting and quitting time while there is a part-time or extra employee working on the job location and where the Union has consented to a layoff, speed up or change in the hours or starting and quitting time.
7. Employees on layoff, and regular part-time and extra employees, shall receive preference over all new hires in the event the Employer hires new employees, as provided in Article IV.
8. An employee laid off from a job location pursuant to this Article XVI shall retain recall rights at said job location pursuant to Article IX, Section H.
9. In the event the Union cancels more than one walkthrough appointment related to staff reductions at a job site, the Employer will not be expected to delay the effective date of any requested reduction in force in order to accommodate the Union's scheduling needs.

C. Registration of Employees and Job Locations

1. To ensure correct information, the Employer shall in the first pay period of September request the employees to correct their addresses on their paychecks as well as their phone numbers. By no later than October 15th, the Employer shall furnish to the Union's designated contact, the names and addresses of all worksites, in electronic spreadsheet form, including:
 - a. Employer's unique ID assigned to worksite (if any/used to link workers to worksites)
 - b. client name
 - c. worksite street address, city, and zip code (individual worksite building letter or number if part of a complex, if applicable)
 - d. indication whether the site is part of a building complex or portfolio account
 - e. Employer's determination of Contract Economic Area of this Agreement (Area 1, Area 2, Orange County, San Diego County Zone 1, Zone 2, etc.)
 - f. for each employee, the employee's
 1. Employer's unique ID for assigned worksite(s) or worksite address
 2. full name
 3. home address
 4. primary telephone number
 5. last four (4) digits of Social Security Number
 6. employee number
 7. Union seniority dates
 8. Classification
 9. Wage
 10. Shift
 11. Number of regularly assigned weekly hours

2. The Union agrees to keep all information presented to it by the Employer under this Section C confidential and restricted to the Union’s internal use. Any alleged violation of this Agreement will be processed as a grievance under the CBA’s formal grievance procedure (Article XXIII). The Arbitrator shall have full authority to render an Award and Remedy. The decision of the Arbitrator as rendered in their Award and/or Remedy shall be binding on both of the Parties.

D. Termination of Employer’s Services

The Employer shall furnish to the Union, in writing, on a standard form approved by the Union, the name, last date of service and address of any job where the Employer’s services are being terminated, together with the complete Staffing Report as shown below in Section G.1 – Job Bidding Information of this Article XVI - Maintenance of Working Conditions not more than thirty (30) days or less than three (3) days prior, when possible, to the date the Employer’s last day of service (‘Exit Staffing’).

In San Diego County, if said notice does not include all of the information requested, the contractor taking over the account shall not be liable for hiring an employee that comes forward and proves that they were working, prior to the termination, at the site where change has taken place. The contractor that lost the account shall be liable and held responsible for providing the member with a position, with no loss of hours, wages, benefits or seniority.

E. New Jobs

The Employer shall notify the Union, in writing, on a standard form approved by the Union, of the name and address of any new job the Employer obtains which is covered by this Agreement, within five (5) days of the acquisition of such job. Such notice shall include the number of employees to be used on the job, by classification, and wage rates and hours employed.

F. Sale or Transfer of Business or Jobs

In the event the Employer purchases, sells or transfers its business or any job location or accounts, the Employer shall notify the Union’s designated point of contact, in writing, of the names and addresses of any jobs purchased, sold or transferred in such job locations or accounts.

G. Job Bidding Information

1. The Employer shall provide in writing, on a standard form approved by the Union, the following information (‘Staffing Report’) for any job location covered by this Agreement within four (4) business days (excluding weekends and holidays) upon receipt of a request from the Union:
 - a. For each employee;
 - i. full name of employee;
 - ii. Job classification;
 - iii. Number of hours worked per day, and per week;
 - iv. Starting and quitting time;
 - v. The wage rate and fringe benefit costs specifically, but not limited to, health insurance, sick days, and pension (if applicable);
 - vi. The original hire date with the Employer, other Employers or at the job location, whichever is earlier (i.e., Union seniority date);
 - vii. The original hire date at the job location.

- viii. Primary phone number (cell if available)
 - ix. Last 4 digits of Social Security Number
 - x. Status (permanent, temporary, disabled, on authorized leave/vacation, laid off)
 - xi. Assigned worksite (if bid includes multiple worksites)
- b. A summary of current cleaning specifications for the job location(s), including but not limited to dusting, vacuuming, and mopping frequencies, and additional duties, such as waxing or recycling.
 - c. Current vacancy including:
 - i. Total fully occupied square footage of the job location;
 - ii. Total square footage currently vacant.
 - d. If a contract, side letter or phase-in agreement other than this Agreement is in effect, a copy of that document.
2. The Union agrees that it will designate an authorized person(s) both to receive requests from bidders and to request the stated information. 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 Section H of this Article XVI only when it has been determined that bidder(s) have provided Evidence of Bid as defined in Section H.1 - Job Bidding Procedure of this Article XVI.
 3. It is the entire responsibility of the incumbent Employer to provide correct and timely information pursuant to this Section G. The incoming Employer shall be fully responsible for employing all employees at the job location at their correct number of hours worked and paying all wages and benefits the employees at the job location are entitled to. In Los Angeles and Orange Counties, the incumbent Employer agrees to indemnify upon verification the incoming Employer at 150% of all employee costs associated with providing inaccurate information.
 4. The Employer agrees that it will only contact the authorized person(s) as designated by the Union when complying with the provisions of Section H of this Article XVI.

H. Job Bidding Procedure

Whenever the Employer bids or takes over the servicing of any job location where the present employees are working under the terms of a collective bargaining agreement to which a local of the Service Employees International Union ("SEIU") is signatory, the Employer agrees to do the following:

1. Submit a written request to the Union's designated point of contact for the Staffing Report prior to submitting any bid proposal. When requesting Staffing Reports from the Union, the Bidding Employer must provide the Union with those sections of the client's RFP (Request for Proposal) that identify the client contact, the addresses out to bid and the bid deadlines or provide the Union with satisfactory evidence that the client is soliciting a bid, such as the RFP's cover letter or direct client request for a bid ('Evidence of Bid').
2. Observe all of the existing conditions at the job locations and, specifically, employ all existing employees, not reduce the wage rate or fringe benefits of any employee, the number of employees, the total number of man hours worked per day and per week, not change the starting or quitting time of any employee.

- a. In San Diego County, Employees transferred into a job location by the outgoing contractor between the dates of notification of award and transfer of service shall be removed at the request of the incoming contractor from the affected a job site and rehired by the outgoing contractor with all wages, hours, benefits and seniority intact. Incoming contractor must request this removal in writing to the Union within seven (7) calendar days of taking over the job.
3. Successorship Pursuant to Award:
- a. Per the requirements of Article XVI, Maintenance of Conditions, Section H, the Incoming Employer is a successor Employer for the existing employees continuing on the job and, as such, will not submit any continuing employees to E-Verify procedures unless required to do so by law and will provide advance notice in writing to the Union of the intent to do so.
 - b. Upon request of the Union or an affected employee, the Employer will provide access to the Shop Steward or Union Representative, as designated by the Union, to the meeting in which the Employer requests that continuing employees complete I-9 forms, provided such action does not interfere with the Employer's legal deadlines for completion of the I-9 forms.
 - c. In the event of a dispute regarding the wage rate of an employee who is retained at the work site, if the employee can produce three (3) months of payroll stubs showing the claimed wage rate, and, if the employee's wage is above scale for the work site and the employee's above scale rate was not listed on the Staffing Report, can demonstrate continuous employment at the worksite during said three (3) month period, the new Employer shall honor the claimed wage rate for such employee.
 - d. Upon written request from the Union and within sixty (60) days of taking over servicing of any job location where the Union represented the employees of the previous Employer, the Incoming Employer will provide the Union an updated Staffing Report.
 - e. After an Employer takes over servicing of an establishment, work schedules may be changed if requested by the client. However, the Employer shall consult with the Union prior to implementing schedule changes and provide a copy of the written request of such changes by the client. Any disagreements shall be subject to the grievance procedure (Article XXIII).

I. Change of Employer

1. The Employer shall not enter into an agreement, written or verbal, direct or indirect, that will prohibit or limit in any manner, any person's, or company's right to hire the employees of the Employer, or the right of any employee to accept any such employment following the termination of the services of the Employer at any job location, building or establishment.
2. In the event of any change of Employer at any job location, the original date of hire of each employee at the job location or of any other employment with the displaced Employer or Employers, in the event of more than one change of Employer, shall constitute the beginning of the seniority of such employee and shall apply to all benefits set forth in this Agreement.
3. In the event of a change of Employer at a job location, the new Employer shall be liable for any holiday benefits due to employees on the job location involving any holidays that may fall during the transition period between Employers, regardless of the employee's date of hire by the Employer taking the job.
4. Should a site covered by this Agreement change contractors during the month,

- a. In Los Angeles and Orange Counties, the premium due will be prorated based upon the total hours worked by the employee(s) for each contractor at the affected job site. If necessary, the incumbent Employer may make the full month's premium payment, which will be reimbursed by the incoming Employer for the latter's prorated portion thereof.
 - b. In San Diego County, the Employer will comply with the San Diego Health & Welfare Trust Fund's rules associated with the Employer's obligations during mid-month transfers, the purpose of which is to ensure there is no loss of coverage for affected employees.
5. In the event of a change of Employer at a job location, the Employer agrees to honor signed authorizations for voluntary political contributions under Article III which were submitted to the predecessor Employer(s).
 6. When the Employer takes over a Union contractor's account it agrees to recognize seniority, past service, and vacation accrual rate and dates for time off approved prior to the client's notification of award provided the employee notifies the new Employer in writing of the prior approved dates on the first day of his or her employment. The outgoing contractor shall pay the pro-rated vacation pay that is due with the last payroll check. The successor Employer shall pay the balance due at the time the vacation is accrued and taken and shall further recognize and grant the full time off that is due, as per this Article XVI. It is agreed that at no time will the employee receive more vacation time than what they are entitled to under the provisions of this Article XVI.
 7. Employees transferred to a site or building where the incumbent contractor has already lost the service contract shall in all instances be informed that such a transfer shall be voluntary and that they can refuse such a transfer. If the Employer fails to notify the transferred employee, the employee is to be returned to their previous worksite or another site without loss of wages, benefits, hours, or seniority.

J. Inspection of Records

The Union shall have the right to inspect the payroll records of the Employer for any job location, building or establishment, which the Employer shall provide to the Union in an electronic format, in order to determine whether any provision of the Agreement has been violated.

K. Other SEIU Local Agreements; SEIU Industry Standard Agreement

1. In the event the Employer employs employees in an industry where there is an Industry Standard Agreement with the Union, then the Employer shall be bound by the wages, terms, benefits, and conditions for that Industry location only as set forth in such Industry Standard Agreement. Employers headquartered in San Diego County shall not be subject to this Section K.1 in San Diego County.
2. When an Employer employs employees at a job location in an area where the Union has an agreement with the Employer or other Employers performing work as set forth in this Agreement, and such other agreement contains higher wages, benefits, or conditions than this Agreement, then such Employer shall be bound by the terms and conditions of the agreement containing the higher wages, benefits, or conditions for that job location only.
3. In the event the Employer fails to give proper notice, as required by this Article XVI and/or fails to provide the proper wages, benefits, and conditions as set forth in this Section K, the Employer shall be liable in full for the difference in wages, fringe benefits and other benefits of employment that the Employer failed to pay.
4. When an Employer bids or takes over the servicing of any job location, the Employer shall, in writing, request from a designated person at the Union information as to whether any other agreement or

agreements are in existence at such job location, in order to comply with this Section K. The Union, upon receiving such written request, shall notify the Employer in writing within two (2) days after receiving such a request as to whether any other agreement or agreements are in effect at that location. In the event the Employer fails to make such a request, in writing, the Employer shall be fully liable for wages and fringe benefits as set forth in Paragraph 3 of this Section K.

L. Non-Covered Locations

1. Upon assumption of work at any job location not currently (as of May 1, 2020) serviced by a signatory Employer to this Agreement, the Employer, provided the Employer's client has no objections, shall employ existing employees up to the number in the Employer's contract proposal for the job location, with wages and benefits as specified in paragraph 3 of this Section L. In the case of taking over a location serviced by a non-signatory employer where the Union has an active organizing drive, the Employer shall maintain the current wages and benefits for existing employees and employees hired subsequent to the Employer's assumption of work shall be covered by the provisions of paragraph 3 below.
2. Additionally, the Employer shall employ existing employees up to the number in the Employer's contract proposal and shall contact the Union prior to any actual reduction of the number of employees and discuss fully the effects of such reduction, in good faith, with the Union. When initiating service at the facility, the Employer shall be the sole judge as to the staffing levels needed to service the facility. Thereafter, changes in staffing levels shall be governed by the relevant provisions of Article XVI.
3. This Section L shall apply to work (job sites) previously not serviced by a contractor signatory with the Union (SEIU-USWW). As to such locations, the language of this Agreement shall apply except as modified in Appendix D-1 (Orange County), Appendix D-2 (Los Angeles County) or Appendix D-3 (San Diego County) to this Agreement.
4. NOTICE
The Employer shall provide the Union with written notice of each new job which shall be subject to this paragraph 3 within five (5) business days of the date when the Employer receives notice of award of the service contract.

M. Union Enforcement

The Union agrees to enforce this Article XVI fairly and equitably and will audit, when necessary, Employers who have submitted the information as required by this Article XVI and will investigate, including the visiting of job locations, in order to verify the information provided by the Employers. All information received by the Union shall be used only for the purposes of enforcing the terms and conditions of this Agreement.

N. Remedy

In the event of a grievance or dispute regarding any violation of this Article, and the dispute proceeds to arbitration in accordance with Article XXIII of this Agreement, the Arbitrator shall have the right, jurisdiction and the authority to grant all appropriate relief, including an order for specific performance and/or injunction.

ARTICLE XVII – LEAVES OF ABSENCE**A. Illness or Injury Leave**

1. Any employee with at least six (6) months service shall be granted a leave(s) of absence up to a period of one (1) month for a bona fide illness or injury and shall be restored to their regular job upon presentation of a doctor's certificate that he or she is able to return to work. For all purposes under this Article XVII, service shall mean the employee's total months of employment with the Employer.
2. An employee with at least one (1) year of service shall be granted a leave(s) of absence up to a period of ninety (90) days where the Employer shall extend the leave for shown good cause, under the conditions set forth in paragraph 1 of this Section A.
3. An employee with at least five (5) years of service will be granted leaves of absence up to a period of one year under the conditions set forth in paragraph 1 of this Section A.
4. The Employer will not unreasonably deny requests for leave extensions which are for good cause.
5. The Employer will comply with the provisions of the California and Federal Family and Medical Leave Acts. Wherever benefits pursuant to this Agreement are superior to benefits provided under either such California or Federal law, those superior benefits shall prevail.
6. Subject to applicable law, an employee returning from leave must work at least ninety (90) days before becoming eligible to take additional leave. The Employer shall have discretion to waive this requirement for an employee who demonstrates a reasonable need for leave.

B. Industrial Illness or Injury Leave

Any employee who suffers an industrial illness or injury shall be granted a leave of absence during his total period of industrial temporary disability.

C. Military Leave

The Employer and the Union agree to observe the provisions of applicable laws, including the Selective Training and Service Act (Title 50, Appendix 308, U.S. Code Annotated), which provide for the re-employment of veterans.

D. Union Leave

Employees designated by the Union will be allowed to take a leave of absence without any loss of rights, including their current work assignment, not to exceed thirty (30) days. This leave will be limited to no more than two (2) employees at a time unless the Employer agrees to release more employees. Such leave may be renewed for additional thirty (30) day periods upon approval of the Employer. Notice of such leave must be made at least five (5) working days in advance in Los Angeles and Orange Counties and three working (3) days in advance in San Diego County, and approved by management. Such approval will not unreasonably be denied. The employee will notify the Employer at least twenty-four (24) hours prior to returning to his/her regular job.

E. Accrual of Seniority While on Leaves of Absence

Subject to Article XII, leave(s) of absence of ninety (90) days or less shall be considered as time worked for the purposes of seniority, including vacation accrual and sick leave benefits. It is agreed that such leave will not be used for the purposes of accepting other employment.

In the event such leaves of absence exceed ninety (90) days, the employee's former seniority shall be restored upon his/her return to work, but no seniority shall have accrued during the period of absence in excess of ninety (90) days, except for employees on industrial illness or injury leave. Subject to Article XII, employees shall receive credit for seniority purposes for the period of absence while on an industrial illness or injury leave.

F. Unpaid Personal Leave

Employees with twelve (12) months of employment shall be granted unpaid personal leave of absence up to thirty (30) days per year, upon the employee's written request, in addition to other leaves provided in this Article XVII.

Request for such leave or extensions to such leave shall not be unreasonably denied.

G. California Family School Partnership Act

Employer and employees agree to the provisions of the California Family School Partnership Act, which appears at Section 230.8 of the California Labor Code.

H. FMLA, California Family Rights Act, and Pregnancy Disability Leave

1. Eligibility for FMLA and CFRA leave. Under the Family Medical Leave Act (FMLA) and the California Family Rights Act of 1993 (CFRA), an employee who has more than 12 months of service with the Employer and has worked at least 1,250 hours in the 12-month period before the date he or she wants to begin a leave of absence, may have a right to a family care or medical leave (CFRA leave). A CFRA leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of the employee's child; for the employee's own serious health condition; for a serious health condition of the employee's child, parent, grandparent, grandchild, parent-in-law, sibling, spouse, domestic partner, or a child of a domestic partner; or for a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States; or for any other reason required by law. While the law provides only unpaid leave, the employee may choose, or the Employer may require, use of accrued paid leave while taking CFRA leave under certain circumstances. To the extent permitted by law, FMLA runs concurrently with both CFRA and pregnancy disability leave.
2. Eligibility for PDL leave. An employee who is not eligible for a FMLA/CFRA leave, and is disabled by pregnancy, childbirth, or a related medical condition, may be entitled to take a Pregnancy Disability Leave (PDL) of up to four months, depending on the employee's period(s) of actual disability. An employee who is CFRA-eligible has certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of a child. Any available FMLA leave will run concurrently with PDL. CFRA leave does not run concurrently with PDL. Both leaves contain a guarantee of reinstatement – for pregnancy disability it is to the same position and for CFRA it is to the same or a comparable position – at the end of the leave, subject to any defense allowed under the law. Leave can be taken before and after birth during any period of time the employee is physically unable to work because of pregnancy or a pregnancy-related condition. All leave taken in connection with a specific pregnancy counts toward computing the four-month period.
3. Use of accrued paid time. When permitted by law, the Employer may require use of accrued and available paid time when the employee takes an FMLA/CFRA leave, and an employee may choose to use accrued and available paid time while taking FMLA/CFRA leave. The Employer may require an employee to use accrued sick leave during any unpaid portion of their PDL; the employee may choose to use vacation leave or other accrued paid leave to receive compensation for which they are eligible, but the Employer may not require the employee to use vacation leave or other accrued time off during PDL.

4. Notice rules. If possible, the employee must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for themselves or for a family member). For events that are unforeseeable, the employee must notify the Employer, at least verbally, as soon as he or she learns of the need for the leave. Failure to comply with these notice rules may result in deferral of the requested leave until the employee complies with this notice policy.
5. Certification of health care provider. The Employer requires that the employee's request for leave for the employee's own health condition or to care for a family member who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. The employee may use the "Certification of Health Care Provider for California Family Rights Act (CFRA) or Family and Medical Leave Act (FMLA)" form (DFEH-E11P-ENG) and/or the "Certification of Health Care Provider For Pregnancy Disability Leave, Transfer and/or Reasonable Accommodation" form (DFEH-E10P-ENG).
6. Minimum duration of leave. If the employee is taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two weeks, and the employee must conclude the leave within one year of the birth or placement for adoption or foster care. When medically necessary, leave may be taken on an intermittent or reduced work schedule. On two occasions, employees may take leave in smaller increments of time.

I. Failure to Return as Scheduled

Employees that fail to return on the scheduled return date may be subject to disciplinary action. If in the event an employee is unable to return to work on the scheduled date, and has contacted the employer with the necessary request, an extension may be granted.

ARTICLE XVIII - DEATH IN THE FAMILY

1. LOS ANGELES AND ORANGE COUNTIES

- a. All employees covered by this Agreement shall be entitled to two (2) days of paid leave of absence, if necessary, upon the death of any person in his/her immediate family. If death mentioned in this paragraph occurs outside of Southern California, the employee may request an additional five (5) days of bereavement leave. This additional five (5) days leave on request of the employee, may be granted from his/her accumulated vacation, sick leave, or if the employee wishes, such additional leave may be without pay. For the purpose of this Agreement the immediate family of any employee shall be considered to be the employee's biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or his or her spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling. In the event of the death of a brother-in-law, sister-in-law, father-in-law or mother-in-law, the employee may be granted the leave above from vacation, sick leave, or unpaid leave.
- b. The Employer may require reasonable proof of death. The Employer will exercise good faith discretion in requiring such proof.
- c. At worksites where local ordinances establish standards for holidays or other paid time off in excess of any paid time off benefits required under this agreement, the Employer will honor such statutory standards.

2. SAN DIEGO COUNTY**a. ZONE 1**

All employees covered by this Agreement who have been continuously employed by the Employer for a period of at least six (6) months shall be entitled to two (2) days of paid leave of absence, if necessary, upon the death of any person in his/her immediate family. If death mentioned in this paragraph occurs outside of San Diego County, the employee may request an additional three (3) days of bereavement leave. This additional three (3) days leave on request of the employee, may be granted from his/her accumulated vacation, sick leave, or if the employee wishes, such additional leave may be without pay. For the purpose of this Agreement the immediate family of any employee shall be considered to be the employee's mother, father spouse and children biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or his or her spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling. In the event of the death of a brother-in-law, sister-in-law, father-in-law or mother-in-law, the employee may be granted the above from vacation, sick leave, or unpaid leave.

b. ZONES 2 AND 3

All Zone 2 and Zone 3 employees covered by this Agreement who have been continuously employed by the Employer for at least the last six (6) months shall be entitled to two (2) days of paid leave of absence, if necessary, upon the death of any person in his/her immediate family. If death mentioned in this paragraph occurs outside of Southern California, the employee may request an additional five (5) days of bereavement leave. For the purpose of this Agreement the immediate family of any employee shall be considered to be the employee's mother, father, brother, sister, domestic partner, spouse, and children biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or his or her spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling. In the event of the death of a brother-in-law, sister-in-law, father-in-law or mother-in-law, the employee may be granted the leave above from vacation, sick leave, or unpaid leave. The employee may request an additional five (5) days of bereavement leave, with extensions to be available if needed, at the discretion of the Employer. This additional leave on the request of the employee may be granted for his/her accumulated vacation, sick leave, or if the employee wishes such additional leave may be without pay.

3. LOS ANGELES, ORANGE AND SAN DIEGO COUNTIES**a. Bereavement Leave:**

The Employer will comply with the additional requirements of CA Government Code Section 12945.7 by providing up to five (5) days total leave in the event of a death of a family member within three (3) months of the date of death of the family member for any employee employed for at least thirty (30) days. Any such additional days of leave shall be unpaid; however, the employee shall be entitled to use any paid leave available to the employee under this Agreement to be compensated for the additional days of leave.

b. Reproductive Loss:

In case of a reproductive loss event, employees shall also be granted up to five (5) days of unpaid reproductive loss leave. Reproductive loss event means the day or, for a multiple-day

event, the final day that the employee, their spouse or their registered domestic partner experiences their own failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an employee, their spouse or their registered domestic partner experiences more than one reproductive loss event within a 12-month period, the Employer shall grant up to twenty (20) days of reproductive loss leave within that 12-month period. Like bereavement leave, the days of reproductive loss leave do not need to be consecutive but must be taken within three (3) months of either the reproductive loss event or the end of any other applicable pregnancy or family care and medical leave. Reproductive loss leave shall be unpaid, but the employee may use accrued vacation, personal leave, accrued and available sick leave, or compensatory time off, including bereavement leave unless otherwise prohibited by law.

This clause is intended to comply with CA Government Code 12945.6, which establishes in statute the right of an employee to take leave due to a reproductive loss event. In the event that this statute is amended, the parties will meet and confer for the purpose of modifying this clause to achieve compliance with the changed requirements of the statute.

ARTICLE XIX - NON-DISCRIMINATION

The provisions of this Agreement shall be applied to all employees without regard to race, color, religion, sex, gender identity, age, national origin, physical and/or mental disability (as defined by the Americans with Disabilities Act), veteran status, sexual orientation, marital status, maternity status, genetic information, gender expression, gender identity, or pro Union activity. The Employer and the Union agree to comply with all applicable federal, state, and local laws intended to prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, veteran status, Shop Steward and/or Union activity. The Employer shall also prohibit all forms of sexual harassment.

ARTICLE XX – HEALTH AND SAFETY

A. Public Health Emergencies

1. The COVID-19 pandemic has demonstrated that janitorial services are essential services and Janitors play a critical role in infectious diseases control in accordance with applicable laws.
2. In the event of a declared public health emergency, the parties agree to convene immediately an industry wide emergency labor-management committee to address impacts of the emergency on working conditions.

B. Pandemic Protections

1. PPE: Employer will provide employees with appropriate gloves, masks, and other protective equipment in keeping with regulatory requirements. Employer will provide workers with disinfectant for use when performing duties requiring contact with touchpoints.
 - a) Inasmuch as a lawful order requires or guidance from an applicable public health agency suggests the public use of personal protective equipment (PPE) the Union shall educate its membership of such requirements and guidance. Employees shall be responsible for taking all necessary safety measures, including presenting to the jobsite with recommended public PPE. The Union shall endeavor to provide its membership with resources for PPE suggested for public use. Employer shall provide employees with mandated PPE for use at the jobsite.

2. Training: Employer will comply with applicable law regarding the training of supervisors on recommended best practices and provide employees with as much up-to-date information as available regarding health, safety, and COVID-19 exposure issues at a site.
3. Break rooms: Employer and Union members will use reasonable efforts to ensure breakroom and clock in/out areas are disinfected in compliance with CDC guidelines and will work with client to identify alternate areas for breaks and lunch, including the floors they clean, and/or stagger breaks, in order to practice social distancing at all times while at work.
4. Informed Consent: Before requesting employees clean or enter potentially infected areas, the Employer will inform employees of the reported potential infection and source of that report. There will be no retaliation against employees refusing to enter potentially infected areas. The Employer will make every reasonable effort to reassign employees in such cases.
5. Notification to Union: The Employer will comply with all statutory and regulatory requirements regarding reports of infections or contamination at the worksite.

C. Pandemic Recovery

1. The parties agree that the COVID-19 pandemic has presented an unprecedented set of challenges and changes in the role of janitors in both cleaning and infection control that will continue to change as buildings repopulate.
2. Therefore, the Employer agrees to convene labor-management meetings at mutually agreeable times and as needed with regards to specific buildings, client accounts or geographic regions as the parties may determine, within five (5) business days of written request by the Union to address the impact of these changes on working conditions.

D. Vaccination

1. Certain employees may not be able to receive the COVID-19 vaccine or subsequent boosters, due to a religious belief or because of a protected health condition in accordance with the law. If the Employer requires an employee to obtain a COVID-19 test or vaccination, then the Employer must pay for the time it takes for the testing or vaccination, including travel time. In circumstances where vaccination is obligatory, such requirements shall be subject to reasonable accommodation based on protected health condition, disability, or good faith religious objections in accordance with the law.
2. If the Employer requires its employees to receive a vaccination against COVID-19 administered by a third-party, an employee must submit proof of vaccination omitting any medical information other than proof of vaccination from such documentation, if requested by the Employer.
3. If the accommodation requested imposes an undue hardship, or the employee is unable to perform the employee's essential duties even with reasonable accommodations, or the employee cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations, the Employer may exclude the employee from the workplace, in accordance with the law.
4. In no case shall an employee suffer a reduction in wages, benefits, hours, or opportunities for employment, notwithstanding the wage and benefit provisions of Article VIII.K Forced Transfers, due to a legally protected exclusion from the ability to receive a COVID-19 vaccine or subsequent booster provided that in cases where the client does not allow access to their entire property without vaccination, the provisions of Article VIII - WORKING CONDITIONS, K. Forced Transfers, will apply.

E. Health and Safety Compliance

1. The Employer agrees to provide proper safety appliances and equipment to safeguard the health and safety of employees. The Employer agrees to observe state laws regarding working conditions for

employees and will comply with all applicable Federal and State OSHA laws and regulations pertaining to occupational health and safety including the Hazardous Substances Information and Training Act.

2. Employees are required to report promptly any job-related injuries to the Employer; any failure to do so may result in disciplinary action. Employees who falsify job related injury documents are subject to immediate termination by the Employer.
3. **SAN DIEGO COUNTY**
 - a. The Employer shall request from the Host Facility (client) specific and detailed hazard communication training that addresses any chemical, biological, or radiological hazards present at the facilities that could result in exposures to the contract employees.
 - b. The Employer will maintain a copy of such information in English or Spanish whenever reasonably possible.
 - c. The Employer shall provide any equipment or training required to protect their employees from exposures identified by the host facility during this training.
 - d. Everyone is responsible for adhering to health and safety regulations.

ARTICLE XXI - MANAGEMENT RIGHTS

Subject to provisions of this Agreement, the Employer shall have the exclusive right to direct the employees covered by this Agreement. Among the exclusive rights of management, but not intended as a wholly inclusive list of them, are the right to plan, direct, and control all operations performed at the various places of business serviced by the Employer; the right to determine the working force as well as the right to direct the work force; to transfer; to hire; to demote; to promote; to discipline; suspend or discharge for proper cause; and to relieve employees from duty because of lack of work or other legitimate reason; and the right to subcontract services normally performed by the employees covered by this Agreement, subject to the subcontracting provisions of Article VIII.G. Prior to any changes by management, the Union shall be notified. If the Union is not notified, then the Union shall have recourse to Article XXIII.

ARTICLE XXII – DISCIPLINE AND DISCHARGE

A. Discharge and Discipline

Discharge or other discipline shall be for just cause only.

All disciplinary notices will be provided in writing to the affected employee within twenty-four (24) hours of the time of discipline or as soon as practicable. The Union, upon request, shall have the right to receive a copy of such notice.

Any discipline or termination must be imposed within twenty (20) business days of the date on which the Employer became aware of the incident that led to the discipline or termination unless extenuating circumstances beyond the Employer's control require additional time.

B. Warning Notices

1. In the event a warning notice is issued, and if after twelve (12) months there are no further problems of a similar nature, then such warning notice shall not be used for disciplinary purposes or to affect an employee's promotional opportunities. Warning notices are not transferable between Employers.

C. Accidental Breakage

Employees shall not be liable for accidental breakage provided such breakage is reported as soon as possible but not to exceed one (1) hour beyond the end of their shift. It is also agreed that as long as the janitor exercises reasonable care, they will not be held liable for damage.

D. Meal and Rest Breaks Documentation

Employees who refuse to sign or electronically acknowledge legitimate documentation that they have received their statutory or collective bargaining required meal or break periods are subject to disciplinary action at the sole discretion of the Employer.

The combining of breaks that violate statutory or collective bargaining requirements shall not be allowed.

E. Technology

The employer may require employees to use technologies, including but not limited to mobile applications, that record and share job information, including but not limited to timecard entries and location information, and/or provide employee training, provided the employer offers an employer-owned device alternative to employees who do not wish to utilize a personal mobile device. Employees will not be subject to discipline for time-keeping violations related to failure of Employer’s mobile devices or applications or Employer’s failure to provide adequate troubleshooting and support for employees to access and utilize such tools. Employer will make reasonable accommodations and/or provide training as necessary for individuals who self-identify as unable to use mobile devices effectively and will not retaliate against such individuals for seeking assistance from co-workers with such devices.

ARTICLE XXIII - GRIEVANCE AND ARBITRATION

The parties shall make every effort to resolve disputes informally without written grievances. If a Steward requests a meeting with management to resolve a problem, such meeting shall be held on the jobsite where the problem exists, during the shift worked by the Steward, within five (5) business days of the request. Any difference between the Employer and the Union which cannot be resolved informally, involving the meaning or application of this Agreement shall be taken up in the manner as set forth in this Article.

1. Written Grievances

Any violation or alleged violation of any matter covered by this collective bargaining agreement must be exclusively processed as a grievance in the manner required in this Article XXIII.

Any grievance or dispute concerning the interpretation or application of this Agreement may be submitted as a grievance, but such grievance need not be considered unless notice in writing is served upon the other party setting forth the nature of the grievance, including the name of the aggrieved person(s) or, in the case of an affected group, the name of at least one employee in said group, the facts constituting the alleged violation and the remedy proposed. Per the terms of Article IX, Section F, Probationary Employees do not have recourse to the Arbitration Procedure until after their first ninety (90) workdays, with a minimum of 720 hours of employment. No grievance shall be considered unless the grieving party files a complaint with the other party, in writing, not more than thirty calendar (30) days after the date the grieving party knew or should have known of the alleged action which gave rise to the complaint.

2. Procedure

When such notification is served upon the other party, the following procedure shall be observed:

- Step 1. The Employer or their representative shall meet with a representative of the Union and attempt to resolve the issue in dispute within ten (10) business days of service of the written grievance; if then they are unable to resolve the dispute, the parties shall proceed to Step 2.
- Step 2. Non-binding Mediation: Following the completion of Step 1, either party may, within fifteen (15) business days of completion of Step 1, request the following procedure for a Non-binding Mediation Board composed of four (4) voting members, two from each party. The chairperson of the Mediation Board shall be a representative designated by the Federal Mediation and Conciliation Service. The chairperson shall be a non-voting member of the Mediation Board but shall meet with the panel to assist and offer advisory opinion(s) in an effort to help the panel reach a decision. The Mediation Board shall render a decision upon adjournment of the hearing, or by mutual agreement extend such hearing for a period not to exceed ten (10) business days. The mediator shall be designated by the regional office of the Federal Mediation and Conciliation Service:
- i. The parties shall agree upon the earliest possible timeline for the Mediation Board to be held at the time that either party requests the above procedure. The parties may also jointly designate the use of a particular FMCS mediator.
 - ii. It is expressly understood that if operating conditions do not allow non-adversary participants, this rule may be modified by mutual agreement as well as time limits.
 - iii. The Mediation Board shall meet as required and shall consider fully all aspects of the issues presented.

If the Mediation Board is able to reach a mutually agreeable resolution, a summary of that resolution shall be reduced to writing as the conclusion of the Mediation. Such resolution, if signed by both parties within ten (10) business days, shall be the final and binding resolution of the grievance. If a resolution is not signed by both parties within ten (10) business days of the date of the Mediation Board, the case will be considered to have deadlocked.

- Step 3. Within thirty (30) calendar days following a deadlock in Step 2 or following the completion of Step 1 if a Mediation Board is not requested by either party, the party filing the grievance may notify the other party in writing of its desire to submit its grievance to an impartial arbitrator for arbitration. The grieving party shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of five (5) arbitrators. Each party shall strike one (1) name from the list in succession, with the party in receipt of the grievance striking first; the last remaining arbitrator shall hear the grievance.

3. Arbitrator’s Decision

The arbitrator’s decision shall be final and binding on both parties hereto. The Arbitrator shall have the jurisdiction and authority to grant all appropriate relief, including an order for specific performance and/or an injunction; however, the arbitrator shall have no power to amend or modify the terms of this Agreement. Notwithstanding any other provision in this Article XXIII, the Arbitrator shall not have authority to grant a remedy involving pay or benefits which shall exceed one hundred sixty (160) working days with respect to any arbitration conducted under this Article XXIII.

4. Fees

The arbitrator’s fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto.

5. Legal Actions

Nothing contained in this Article XXIII shall prevent an employee or the Union, in the event that the Employer fails to comply with the applicable grievance and arbitration provisions of this Agreement, from taking legal action that may be required to enforce any terms or conditions of this Agreement.

6. Other Claims

Nothing contained in this Article XXIII shall prevent an employee or the Union from submitting claims for alleged improper contributions to the Health and Welfare Trust Fund or the Pension Trust Fund to the appropriate governmental agency for determination and enforcement without proceeding through the grievance and arbitration procedure.

7. Time Limits

No grievance shall be considered unless the grieving party files a complaint with the other party, in writing, not more than thirty (30) days after the date the grieving party knew or should have known of the alleged action which gave rise to the complaint. Any grievance not submitted within the time limits provided for in this Article XXIII shall be deemed waived. Changes in the specified time periods stated throughout this Article may be made if both parties agree in writing. Failure to respond within the specified time periods, without a mutual agreement to extend shall automatically advance the grievance to the next step.

ARTICLE XXIV - NO STRIKES AND LOCKOUTS**A. Stoppage of Work**

For the duration of this Agreement, the Union, its agents, and its members agree, both individually and collectively, that they shall not authorize, sanction, aid or engage in any strike, slowdown, or stoppage of work for any reason, including honoring an unsanctioned picket line of another Union that has not been properly sanctioned by the appropriate Labor Council, nor shall they attempt to prevent access of any person to any job site. Furthermore, for the duration of this Agreement, the Union, its agents, and its members agree, both individually and collectively, that they shall not authorize, sanction, aid or engage in any strike, slowdown, or stoppage of work for any reason, including honoring a sanctioned or unsanctioned picket line(s) of any Union, including SEIU, that relate to security officers, nor shall they attempt to prevent access of any person to any job site. The Employer agrees that during the same period it will not engage in, cause, or aid in a lockout of Union employees.

B. Distributions

The Union, its agents, and its members, and the employees further agree that they will not distribute, within the building at any time, handbills, posters, signs or other printed and/or electronic matter which is addressed to any occupants of the building. The prohibition in this paragraph shall have no force and effect 90 days prior to the expiration of this Agreement. The failure or refusal of any employee to comply with the provisions of this Article XXIV shall be cause for immediate disciplinary action.

C. Authorized Picket Lines

It shall not be a violation of this Agreement and it shall not be cause of discharge or disciplinary action for any employee covered by this Agreement to refuse to go through any picket lines established because of a strike authorized by the appropriate Central Labor Council. In addition, no employee covered by this Agreement shall be required by the Employer to pass picket lines established by any local of the Service Employees International Union in an authorized strike.

ARTICLE XXV - SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision to any person or circumstances is ruled an “unfair labor practice”, or in any other way contrary to law, by any Federal or State Court or duly authorized Agency, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, and the parties will negotiate to replace such provision.

ARTICLE XXVI - SUCCESSION

If the Employer sells, transfers, or otherwise disposes of its Company or causes it to be merged or consolidated with that of any other person or business, such other person or business thereafter operating the Company shall assume all the terms and conditions of this Agreement and shall specifically agree to retain in its employ those employees entitled to their jobs by virtue of this Agreement. Any successor Employer failing to comply with this Article XXVI of this Agreement shall automatically assume any obligations arising from the failure to do so.

ARTICLE XXVII - MOST FAVORED NATIONS CLAUSE

1. If during the term of this Agreement the Union enters into a collective bargaining agreement in the area defined in Article I. with another Employer or group of Employers employing employees in the classifications covered hereunder which provides for a total compensation package of wage rates or economic fringe benefits which are more favorable to an Employer than the total of the corresponding or similar provisions of this Agreement, then it is agreed that those more favorable conditions will become effective under the terms and conditions of this Agreement on the same date that they become effective under the other collective bargaining agreement.
2. Agreements providing more favorable conditions such as “phase-in” schedules at specified worksites or groups of worksites shall not affect other worksites covered under this Agreement; however, any Employer signatory to this Agreement is entitled to bid on or perform work at such worksites under the agreements providing such more favorable conditions.

ARTICLE XXVIII – INDIVIDUAL LEGAL RIGHTS

A. Non-Discrimination

The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

B. Notification

The Employer shall notify the Union, unless otherwise prohibited by federal law, judicial order, or other government agency, by phone and give oral notice to the Union Steward, as quickly as possible if any Department of Homeland Security (“DHS”) or other Federal government agent appears on or near the premises to enable a Union representative or attorney to take steps to advise employees of their legal rights. Additionally, the Employer shall notify the Union immediately upon receiving notice from the DHS, ICE, or the Social Security Administration that an audit of employee records (for any purpose) is scheduled, proposed, or contemplated, and shall provide the Union with any list received from such governmental

agencies identifying employees with documentation or Social Security problems, unless otherwise prohibited by federal law.

To the extent legally permissible, the Employer agrees to cooperate with the Union in these circumstances, including:

- providing all relevant information to the Union (including the names of all affected employees),
- cooperation in requesting extensions by the government, and
- ensure access by representatives of the Union to affected employees during meetings with the Employer or similar meetings.

C. Information and Personal Privacy

The Employer shall not violate the privacy rights of employees, without their express consent, by revealing to third parties, including the DHS, any employee's name, address, or other similar information, unless required by law. The Employer shall notify affected employees and the Union in the event it furnishes such information to any third party.

In the event that the Employer is served with a validly executed ICE Search or Arrest warrant, the Employer shall, to the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

D. Absence for Immigration Proceedings

The Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters, and who returns to work with a valid work authorization, within six (6) calendar months of commencement of the absence. The Employer may grant an additional six (6) calendar month extension to the absence, if the request is made in writing and the employee provides proof that documents are in process within the six (6) month period. The Employer may grant an additional extension to the absence at its discretion if the employee request is made in writing with proof that additional time is required. The Employer may require documentation of appearance at such proceedings and/or updated documentation of valid authorization to work in the United States. The employee shall not be entitled to benefit accrual during the above leave period. In San Diego County, in the event an employee needs additional time to complete their documentation because of verifiable administrative backlog, the Employer will grant an additional thirty (30) days leave to such employee.

In the event that an employee is not authorized to work in the United States following his or her probationary period, as defined in Article IX, Section F, and his or her employment is terminated for this reason and the employee subsequently corrects the problem within six (6) months, or for San Diego County area employees, within twelve (12) months, the employee shall be rehired into the next available regular position with seniority reinstated, at a rate appropriate to the employee's seniority.

E. Change of Name or Social Security Number

Employees shall not be discharged, disciplined, or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name, Social Security number, or employment authorization document.

A "No-Match" letter from the Social Security Administration shall not itself constitute a basis for taking adverse action against an employee or for requiring an employee to re-verify work authorization, in San Diego County unless otherwise established by law. The Employer shall promptly forward a copy of any "No-Match" letter that it receives to the Union and to affected employee(s).

F. Discharge

Notwithstanding any other provision herein, an employee may not be discharged or otherwise disciplined because:

1. The employee (hired on or before November 6, 1986) has been working under a name or Social Security number other than their own.
2. The employee (hired on or before November 6, 1986) requests to amend their employment record to reflect their actual name or Social Security number.
3. The employee (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of their immigration status, or
4. The employee is absent from work without notice for a period of thirty (30) working days due to circumstances beyond the control of the employee.
5. The employee has been granted work authorization through the Federal Deferred Action for Childhood Arrivals (DACA) or the Federal Action for Parents of Americans (DAPA) program since being hired.

G. Eligibility Verification

In situations involving the event an employee is displaced due to disqualification from employment, based on the employment eligibility criteria outlined by Immigration Reform and Control Act of 1986 (IRCA), at the time of hire, or, in any covered County, due to the application by the Employer of e-Verify or a similar employment eligibility verification program including a background check, the incoming replacement employee will be paid at the same wage and benefit eligibility levels of the employee who was displaced until the replacement employee qualifies for superior wage or benefit levels.

The above shall not apply nor limit the Employer's hiring discretion should a background check reveal derogatory information not associated with bargaining unit members immigration status.

H. E-Verify

- a. In cases where an Employer implements e-Verify in hiring employees already represented by the Union due to a client requirement at a work site, the Employer will, at the Union's request, provide written documentation of such client requirement to the Union.
- b. The Employer agrees to provide an employee twelve (12) months leave to correct a final non-confirmation or similar determination of lack of work authorization.
- c. Additionally, in compliance with statutory requirements, the Employer agrees to refrain from inappropriate use of e-Verify, including but not limited to using e-Verify to verify employment status before making an offer of employment and before hire. Furthermore, the Employer agrees to provide copies of "Tentative Non-Confirmation" (TNC) notices, and any other relevant information, to employees for whom such notice is issued.

ARTICLE XXIX - HEALTH AND WELFARE**A. ORANGE COUNTY**

This Article XXIX.A covers employees of the Employer who are covered by this Agreement in Orange County. It expresses the understanding of the Employer and the Union concerning Employer contributions to provide Health and Welfare benefits on behalf of the employees covered by this Agreement.

1. Plans

All Employer contributions referred to in this Article XXIX.A shall be paid into the California Service Employees Health and Welfare Trust Fund, to the Depository Bank, as named by the Board of 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.

2. Trust Fund

The Employer agrees to be bound by all the terms and provisions of this Agreement and Declaration of Trust of the California Service Employees Health and Welfare 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 the provisions of the California Service Employees Health and Welfare Trust, and shall maintain, as required by applicable law, 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 California Service Employees Health and Welfare Trust.

3. Coverage

The Employer shall provide Health and Welfare coverage for employees covered by this Agreement pursuant to the terms of coverage contained herein.

- a. Effective initially with May 1, 2024 work hours, between the first (1st) to the fifteenth (15th) day of each calendar month, the Employer shall, except as prohibited by law, submit a list to the Trust Fund containing the names, addresses and Social Security numbers of each eligible and qualifying employee at each job location covered by this Agreement.
- b. Effective initially with May 1, 2024 work hours, the Employer shall provide each eligible employee the following plans all of which shall cover the employee and employee's dependents
 - Kaiser C-8 Medical Plan (Group Number 112491-12),
 - Kaiser C-8 Prescription Drug Plan,
 - DeltaCare USA #CAC30 dental plan (Effective September 1, 2024, this dental plan will be replaced with the new MetLife Dental Plan based on July 2024 hours), and
 - VSP Vision Service Plan #C (VSP), and
 - \$20,000 Member only Life Insurance, including \$10,000 for eligible dependent life insurance

For each employee receiving such Health and Welfare coverage, the Employer shall pay initially to the Trust Fund, the contribution of \$1,270.51 (One Thousand Two Hundred and Seventy Dollars and fifty-one cents) per month for the benefits effective with May 2024 work hours (payable in June 2024 for July 2024 coverage). Said amount shall constitute the 2024 Adjusted Base Premium. The Adjusted Base Premium may be modified annually pursuant to the terms of paragraph (5)(b) of this Section A.

- c. Notwithstanding paragraphs a and b above, if the Employer acquires a location at which employees have different benefits in excess of those provided herein, the Employer shall maintain these benefits at rates required by the Plan for the life of this Agreement.

4. Eligibility for Benefits

Unless otherwise provided for in this Agreement, eligibility and qualifications for all employees provided with benefits under this Article XXIX.A are:

- a. Employees must have completed one thousand forty (1,040) worked hours before qualifying for coverage. Coverage shall begin on the first day of the calendar month following the calendar

month in which said requirements have been met and contributions have been paid and received by the Trust Fund.

- b. Qualifying hours for all locations will be one hundred ten (110) hours or more per month to provide Health and Welfare coverage the following month after payment has been received by the Trust Fund. Paid vacation, paid holidays, and paid sick leave shall be included in computing qualifying hours in the month in which the employee would have normally worked such hours. Paid vacation also shall be included in computing qualifying hours with the following exception. If the Employer has paid to an employee at the employee's request accrued vacation pay in advance of the month or months in which the employee takes the corresponding vacation time, such pre-paid vacation pay shall not count in computing the qualifying hours of the employee for the month or months in which it is paid, including for the purpose of determining Employer overpayments or underpayments. At the employee's written request such vacation hours shall be credited toward eligibility for the month(s) that the employee actually takes time off from work. The employee shall inform the Employer, in writing, as to when they shall actually take time off from work. Vacation and Sick Leave cash-outs are also to be included in computing qualifying hours.
- c. Any employee who has worked and/or been paid for the equivalent, or more, of the qualifying hours (as specified in this Article XXIX) in the preceding calendar month and who is on a leave pursuant to the Federal or California Family Leave Act (FMLA) and does not work and is not paid for the necessary number of qualifying hours in that month or consecutive subsequent months while on FMLA leave shall have his/her Health and Welfare payments made by the Employer as if the Employee had worked and/or been paid for the qualifying hours.

5. Maintenance of Benefits

- a. The Employer shall, during the term of this Agreement, provide those benefits which were in effect under this Article XXIX.A as of May 1, 2024, or such other benefits as are hereafter agreed to by the Employer and the Union, subject to the conditions set forth in paragraphs b, c and d below. It is also agreed that the employee benefits established hereunder shall be maintained for the life of this Agreement, including pre-impasse periods after the expiration of this Agreement. If the amount of the contributions required by the Board of Trustees is modified during the term of this Agreement, including pre-impasse periods after the expiration of this Agreement, then the Employer agrees to pay as follows:
- b. It is agreed that the employee benefits established hereunder for all employees receiving such benefits during the term of this Agreement, shall be maintained for the life of this Agreement. In the event that the Trustees of the Trust ("Trust") referred to in Section 1 above determine that it is necessary to increase premiums above the Adjusted Base Premium in order to maintain the benefits which were in effect on May 1, 2024, or which may be adopted hereafter by the Employer and the Union, the Employer shall, during each contractual year of this Agreement thereafter, commencing with May 2025 work hours, pay up to four percent (4%) of any such premium increase over the Adjusted Base Premium. Any premium increase in excess of four percent (4%), but less than twelve percent (12%) over the Adjusted Base Premium in any contractual year shall be paid from the reserves of the Trust. Any premium increase in excess of twelve percent (12%) over the Adjusted Base Premium in any contract year shall be shared equally between the Employer and affected employees through payroll deductions as permitted by Section 224 of the California Labor Code. Premium increases subject to payment from Trust Fund reserves that are in excess of four percent (4%) of the Adjusted Base Premium are subject to the Plan Consultant certifying by March 1st of each contract year that the reserves of the Trust, estimated from the most recent financials available as of December 31 of the preceding year and health care premiums, will equal or exceed twelve (12) months, through April 30th, of the following year. In addition to the Plan

Consultant's certification, the Trustees of the Trust require a fully executed Agreement between the Union and Employer and annual review of premium increases subject to payment from Trust Fund reserves.

- c. In the event the Trust Consultant is unable to certify the maintenance of at least the above mentioned 12-month reserve level, any premium increase above four percent (4%) of the Adjusted Base Premium shall be shared equally between the Employer and affected employees through payroll deductions as permitted by Section 224 of the California Labor Code; provided, however, that the Employer and the Union may by mutual agreement enter into non-binding discussions with respect to the lowering of health and welfare plan premiums or some other arrangement for sharing of plan increases above four percent (4%) of the Adjusted Base Premium. The Employer and the Union agree that any such mutually agreeable changes shall be reduced into writing and incorporated by reference into this Agreement.

6. Phase-In and Dispensation Agreements

It is also agreed by the Employer that all Phase-In or Dispensation Agreements per Appendix D-1 must be done in writing and signed by all parties with clear health and welfare language including effective dates and sent to the Trust Fund office by either the Employer or the Union prior to activating an account with the Trust Fund.

With May 2024 work hours (payable in June 2024 for July Coverage), the cost of:

Kaiser C-8 (Group Number 112491-12) medical and prescription drug coverage for the Member Only, Life Insurance, \$20,000, including Accidental Death & Dismemberment, for the Member Only

is Six Hundred and Sixty-Nine Dollars and Seven Cents (\$669.07),

where applicable (Phase-in and Dispensation Agreements), subject to the same maintenance of benefits increases in terms of percentages and other certifying factors as described in items 3 and 4 above.

B. LOS ANGELES COUNTY

This Article XXIX.B covers employees of the Employer who are covered by this Agreement in Los Angeles County. It expresses the understanding of the Employer and the Union concerning Employer contributions to provide health and welfare benefits on behalf of the employees covered by this Agreement.

1. Plans

All Employer contributions referred to in this Article XXIX.B shall be paid into the California Service Employees Health and Welfare Trust Fund to the Depository Bank, as named by the Board of 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.

2. Trust Fund

The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust of the California Service Employees Health and Welfare 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 California Service Employees Health and Welfare Trust Fund and shall maintain, as required by law, 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 California Service Employees Health and Welfare Trust Fund.

3. Coverage

Unless otherwise provided for in this Agreement, the Employer shall provide Health and Welfare coverage for employees covered by this Agreement pursuant to the terms of coverage contained herein.

The Employer shall provide employees in Geographical Areas 1 and 2, as defined in Appendix F, with Health and Welfare coverage as follows:

- a. Between the first (1st) and the fifteenth (15th) day of each calendar month, the Employer shall, except as prohibited by law, submit a list to the Trust Fund containing the name, address and Social Security number of each eligible and qualifying employee at each job location in Areas 1 and 2. Qualifying hours for all locations will be one hundred and ten (110) hours or more per month to provide Health and Welfare coverage the following month after payment has been received by the Trust Fund. Paid holidays and paid sick leave shall be included in computing qualifying hours. Paid vacation also shall be included in computing qualifying hours with the following exception. If the Employer has paid to an employee at the employee's request accrued vacation pay in advance of the month or months in which the employee takes the corresponding vacation time, such pre-paid vacation pay shall not count in computing the qualifying hours of the employee for the month or months in which it is paid, including for the purpose of determining Employer overpayments or underpayments. At the employee's written request such vacation hours shall be credited toward eligibility for the month(s) that the employee actually takes time off from work. The employee shall inform the Employer, in writing, as to when they shall actually take time off from work. Vacation and Sick Leave cash-outs are also to be included in computing qualifying hours.
- b. Effective initially with May 1, 2024 work hours, between the first (1st) to the fifteenth (15th) day of each calendar month, the Employer shall, except as prohibited by law, submit a list to the Trust Fund containing the names, addresses and Social Security numbers of each eligible and qualifying employee at each job location covered by this Agreement.
- c. Effective initially with May 1, 2024 work hours, the Employer shall provide each eligible employee the following plans, all of which shall cover the employee and the employee's eligible dependents:
 - Kaiser C-8 Medical Plan (Group Number 112491-12), the
 - Kaiser C-8 Prescription Drug Plan,
 - Delta Care USA #CAC30 dental plan (Effective September 1, 2024, this dental plan will be replaced with the new MetLife Dental Plan based on July 2024 hours), and
 - Vision Service Plan #C (VSP) and
 - \$20,000 Member Only Life Insurance, including \$10,000 for eligible dependent life insurance.
- d. The Employer shall, commencing with May 2024 work hours (payable in June 2024 for July coverage), pay monthly to the Trust Fund a sum not to exceed One Thousand Three Hundred and Twenty-One Dollars and Thirty-Three Cents (\$1,321.33). Said amount shall constitute the 2024 Adjusted Base Premium. The Adjusted Base Premium may be modified annually pursuant to the terms of paragraph (3)(f) of this Section B.
- e. Notwithstanding subparagraphs a through d above, if the Employer acquires a location at which employees have different benefits in excess of those provided herein, the Employer shall maintain these benefits at rates required by the Plan for the life of this Agreement.
- f. It is agreed that the employee benefits established hereunder for all employees receiving such benefits during the term of this Agreement, shall be maintained for the life of this Agreement. In the event that the Trustees of the Trust ("Trust") referred to in Section A above determine that it is

necessary to increase premiums above the Adjusted Base Premium in order to maintain the benefits which were in effect on May 1, 2024, or which may be adopted hereafter by the Employer and the Union, the Employer shall, during each contractual year of this Agreement thereafter, commencing with May 2025 work hours, pay up to four percent (4%) of any such premium increase over the Adjusted Base Premium. Any premium increase in excess of four percent (4%), but less than twelve percent (12%) over the Adjusted Base Premium in any contractual year shall be paid from the reserves of the Trust. Any premium increase in excess of twelve percent (12%) over the Adjusted Base Premium in any contract year shall be shared equally between the Employer and affected employees through payroll deductions as permitted by Section 224 of the California Labor Code. Premium increases subject to payment from Trust Fund reserves that are in excess of four percent (4%) of the Adjusted Base Premium are subject to the Plan Consultant certifying by March 1st of each contract year that the reserves of the Trust, estimated from the most recent financials available as of December 31 of the preceding year and health care premiums, will equal or exceed twelve (12) months, through April 30th, of the following year. In addition to the Plan Consultant's certification, the Trustees of the Trust require a fully executed Agreement between the Union and Employer and annual review of premium increases subject to payment from Trust Fund reserves.

- g. In the event the Trust Consultant is unable to certify the maintenance of at least the above mentioned 12-month reserve level, any premium increase above four percent (4%) of the Adjusted Base Premium shall be shared equally between the Employer and affected employees through payroll deductions as permitted by Section 224 of the California Labor Code; provided, however, that the Employer and the Union may by mutual agreement enter into non-binding discussions with respect to the lowering of health and welfare plan premiums or some other arrangement for sharing of plan increases above four percent (4%) of the Adjusted Base Premium. The Employer and the Union agree that any such mutually agreeable changes shall be reduced into writing and incorporated by reference into this Agreement.
- h. On or before March 1 of each calendar year during the term of this Agreement the Trustees shall provide the Employer with written notice of the monthly premium per employee which shall be effective no sooner than sixty (60) calendar days following service of such notice, and shall continue through such calendar year, subject to paragraphs d and f of this Article XXIX. The Employer's obligation to pay increased premiums during any calendar year shall be conditioned upon receipt of written notice of any premium change on or before March 1 of such calendar year, or sixty (60) calendar days prior to any premium change occurring during a calendar year in which a premium increase has previously been implemented by the Trustees. A copy of such notice shall be served contemporaneously on the Union.
- i. It is the sole responsibility of the Employer to transmit the entire contribution to the Trust Fund. The Employer is hereby authorized, if necessary, to make the payroll deduction necessary to make the required contribution to the Trust Fund, as authorized by California Labor Code Section 224. Failure by the Employer to make a payroll deduction does not relieve the Employer's obligation to transmit to the Trust Fund the entire contribution amount for eligible employees.

4. Eligibility for Benefits

Eligibility and qualifications for all Geographical Areas provided with benefits under this Article XXIX.B are:

- a. Employees must have completed one thousand forty (1,040) worked hours before qualifying for coverage. Coverage shall begin on the first day of the calendar month following the calendar month in which said requirements have been met and contributions have been paid and received by the Trust Fund.

- b. Qualifying hours for all locations will be one hundred ten (110) hours or more per month to provide Health and Welfare coverage the following month.

Pursuant to Appendix F for Areas 1 and 2, all employees classified as "Temps or Temporary" shall only have the option of the

Kaiser C-8 (Group #112491-12, single coverage) medical coverage,

Prescription drug coverage,

Life Insurance, \$20,000, including Accidental Death & Dismemberment, for the Member Only

Paid vacation, paid holidays and paid sick leave shall be included in computing qualifying hours in the month in which the employee would have normally worked such hours. Paid holidays and paid sick leave shall be included in computing qualifying hours. Paid vacation also shall be included in computing qualifying hours with the following exception. If the Employer has paid to an employee at the employee's request accrued vacation pay in advance of the month or months in which the employee takes the corresponding vacation time, such pre-paid vacation pay shall not count in computing the qualifying hours of the employee for the month or months in which it is paid, including for the purpose of determining Employer overpayments or underpayments. At the employee's written request such vacation hours shall be credited toward eligibility for the month(s) that the employee actually takes time off from work. The employee shall inform the Employer, in writing, as to when they shall actually take time off from work. Vacation and Sick Leave cash-outs are also to be included in computing qualifying hours.

- c. Any employee who has worked and/or been paid for the equivalent, or more, of the qualifying hours (as specified in this Article XXIX) in the preceding calendar month and who is on a leave pursuant to the Federal or California Family Leave Act (FMLA) and does not work and is not paid for the necessary number of qualifying hours in that month or consecutive subsequent months while on FMLA shall have her/his Health and Welfare payments made by the Employer as if the employee had worked and/or been paid for the qualifying hours.

5. Continuation of Superior Benefits

Except as otherwise provided in this Article XXIX, the Employer shall, for the term of this Agreement, continue to provide Health and Welfare benefits for those "Grandfathered" employees who: (1) received benefits in excess of those provided for in this Article XXIX.B as of May 1, 2020; or (2) were employed at a job location where a collective bargaining agreement required such benefits as of May 1, 2020. Such higher benefits shall be provided at the same level, and under the same qualification and eligibility standards that were in effect on August 31, 2021; provided, however, that the Employer's contributions for such benefits shall not exceed the amounts set forth in paragraph 3, Item f of this Article XXIX.B.. The plans identified for these grandfathered employees are Kaiser Plan A and Kaiser Plan C at the current rate for May 2024 work hours (payable in June for July coverage), which are: \$1882.50 (Kaiser Plan A benefits); \$1805.50 (Kaiser Plan C benefits). In addition, once an employee opts to enroll in the regular C-8 plan, they can not re-enroll into Kaiser Plan A or Kaiser Plan C.

6. Phase-In and Dispensation Agreements

It is also agreed by the Employer that all Phase-In or Dispensation Agreements per Appendix D-2 must be done in writing and signed by all parties with clear health and welfare language including effective dates and sent to the Trust Fund office by either the Employer or the Union prior to activating an account with the Trust Fund.

With May 2024 hours, the cost of

Kaiser C-8 (Group # 112491-12) medical and prescription drug coverage for the Member Only, and, Life Insurance, \$20,000, including Accidental Death & Dismemberment, for the Member Only is Six Hundred and Ninety-Five Dollars and Eighty-Three Cents (\$695.83)

where applicable (Phase-In and Dispensation Agreements), subject to the same maintenance of benefits increases in terms of percentages and other certifying factors as described in items 3.f and 3.g above of this Article.

C. LOS ANGELES AND ORANGE COUNTY MINIMUM VALUE PLAN

1. Definitions:

The following definitions shall apply for the purposes of this Article XXIX.C:

- a. **SCMCA:** Southern California Maintenance Contractors Agreement (2024-2028) – this document.
- b. **ACA:** the Patient Protection and Affordable Care Act.
- c. **CSETF:** California Service Employees Health and Welfare Trust Fund
- d. **SCMCA Minimum-Value Plan:** The ACA-compliant plans (Kaiser Plan 5808 and Kaiser Plan 6761) offered by CSETF, as detailed in Section 3 (“Coverage”) of this Article XXIX.C, which include:
 - Life Insurance including Accidental Death & Dismemberment, of \$20,000 for the Member Only, and; when 1 or more dependents are covered,
 - Life Insurance including Accidental Death & Dismemberment, of \$10,000 for Eligible Dependents.
- e. **Premiums:** The initial (as of May 2024 hours) monthly tiered premium costs for Kaiser Plan 5808 (Bronze Plan) and Kaiser Plan 6761 (Silver Plan), subject to employee cost-sharing for employees accepting such coverage, are as follows:

Plan	Member-only coverage	Member + 1 dependent	Member + 2 or more dependents
Los Angeles County			
Kaiser Plan 5808 (Bronze)	\$467.50	\$933.50	\$1,314.50
Kaiser Plan 6761 (Silver)	\$589.50	\$1,177.50	\$1,659.50
Orange County			
Kaiser Plan 5808 (Bronze)	\$422.60	\$841.65	\$1,185.65
Kaiser Plan 6761 (Silver)	\$532.60	\$1,061.65	\$1,496.65

These plans include:

- Life Insurance, \$20,000, including Accidental Death & Dismemberment, for the Member Only and; when 1 or more dependents are covered,
- Life Insurance including Accidental Death & Dismemberment, of \$10,000 for Eligible Dependents,

The above costs are inclusive of plan administration fees and Kaiser Prescription drug coverage and are subject to increase every May hours/June remittance of each year, pursuant to the same qualification and eligibility standards, however that the Employer’s contributions for such

benefits shall not exceed the amounts set forth in paragraph 3 of this Article XXIX.B.

2. Eligibility

Upon the effective date of this Agreement or upon completion of an initial ninety (90) days' probationary period and sixty (60) days' observation/administrative period of employment, whichever is later, each employee who has been paid an average of 130 hours per month during the previous ninety (90) days' look back period and who is not otherwise eligible for Health and Welfare coverage under the terms of Article XXIX.A or Article XXIX.B will be offered the SCMCA Minimum-Value Plan by the Employer for a six-month stability period. Continuing eligibility will be established through consecutive ninety (90) days' look back and six (6) month stability periods based upon a minimum of one hundred thirty (130) hours paid per month during each look back period and shall continue subject to the following conditions:

a. Regular Employees – Orange County and Los Angeles County Areas 1 and 2

With the exception of small buildings as defined in Article XIV.C.3 and Appendix E, and of phase-in job locations per the terms of Appendices D-1 and D-2, it is agreed that upon completion of 1040 hours the eligibility and benefits for regular employees in Orange County and Los Angeles County Areas 1 and 2 shall be determined according to the applicable provisions of Articles XXIX.A and XXIX.B of this Agreement, respectively.

b. Temp Employees – Los Angeles Areas 1 and 2

Upon the completion of six months of employment, Temp employees in Los Angeles County Areas 1 and 2 will be provided employee-only coverage, paid for by the Employer, under the

Kaiser C-8 (Group #112491-12, single medical and prescription coverage),

Life Insurance, \$20,000, including Accidental Death & Dismemberment, for the Member Only per the terms of Article XXIX.B and subject to the eligibility qualifications enumerated in Appendix F. Continuing eligibility will then be subject to the minimum monthly hours rule stated in Article XXIX.B until such time as the employee attains a regular position. The employee may elect dependent coverage and he/she will pay for the entire amount of any such dependent coverage charged by the Trust via payroll deduction including all dependent coverage plan increases.

c. Areas 3, 4 and Los Angeles and Orange Counties Size-Excluded Job Sites

The eligibility and benefits provisions in this Article XXIX.C shall continue to apply to employees in Areas 3 and 4, and in work sites falling under the size-exclusion provisions of Article XIV.C.3 and Appendix E, for the life of this Agreement, including pre-impasse periods after the expiration of this Agreement.

3. Coverage

Except as may be provided otherwise in this Agreement, when an employee first qualifies for health and welfare coverage under the terms of Section 2 ("Eligibility") of this Article XXIX.C, the Employer shall offer such employee the

SCMCA Minimum-Value Plan consisting of
Medical and Prescription coverage under the employee's choice of
Kaiser Plan 5808 ("Bronze")
or
Kaiser Plan 6761 ("Silver") at the employee's choice of coverage tier,

These plans include:

Life Insurance, \$20,000, including Accidental Death & Dismemberment, for the Member Only and; when 1 or more dependents are covered,
Life Insurance including Accidental Death & Dismemberment, of \$10,000 for Eligible Dependents.

The initial (May 2024 hours) tiered monthly premiums are listed in Section 1 (“Definitions”) of this Article XXIX.C. For employees who select Bronze coverage, the employee contribution for the employee-only tier of coverage shall be at the rate of nine and one-half (9 ½) percent of employee’s W-2 (Box 1) wages for the month. For employees who select Silver coverage, the employee contribution for the employee-only tier of coverage shall be at the rate of nine and one-half (9 ½) percent of employee’s W-2 (Box 1) wages for the month, plus any difference in cost between the Bronze and Silver plans for employee-only coverage.

The employee, at his or her option, may decline SCMCA Minimum-Value Plan coverage at no cost to either the Employer or the employee. In the event the employee selects employee-only Bronze coverage and if the employee-only portion (currently 9.5%) is allowed by law to exceed 9.5% the Employer may increase the employee payment portion accordingly. In the event an employee elects dependent coverage under the SCMCA Minimum-Value Plan he/she will be responsible for the entire amount of any such dependent coverage charged by the Trust via payroll deduction through the Employer including all dependent coverage plan increases.

As an example, an employee hired into a regular position in Los Angeles County Area 2 on 1/1/17 who averages 130 hours of employment in January, February, and March 2017 – ninety (90) days’ probationary period and sixty (60) days’ administrative period – is offered and elects to take coverage under SCMCA Minimum-Value Plan. The employee is reported to the Trust for May 2017 payment for June 2017 coverage and continuing for a six- (6) month stability period. Prior to completion of 1,040 hours, an employee’s continuing eligibility will be established through consecutive ninety (90) days’ look back and six (6) month stability periods based upon a one hundred thirty (130) hours per month minimum during each look back period. Upon the completion of 1,040 hours the employee will be entitled to the health and welfare benefits enumerated in Article XXIX.B whose continuing eligibility will then be subject to the minimum monthly hours rule stated therein.

Note under this example the Employer has from April 1, 2017 until May 20, 2017 to offer coverage under the SCMCA Minimum-Value Plan and send in May 2017 payment for June 2017 coverage.

4. Termination of SCMCA Minimum-Value Plan Coverage

The Employer may withdraw from coverage under CSETF those employees covered by the SCMCA Minimum-Value Plan by notifying the Union and CSETF of its intention to withdraw such employees from any SCMCA Minimum-Value Plan coverage or similar coverage from CSETF by giving at least sixty (60) days written notice of withdrawal. Such written notice must be given at least sixty (60) days prior to the expiration of the current collective bargaining agreement. Upon such withdrawal the Employer is free to seek and implement other ACA-compliant coverage for the affected employees.

5. Unavailability of SCMCA Minimum-Value Plan Coverage

In the event that the SCMCA Minimum-Value Plan coverage is not available to eligible employees through the CSETF because of geographical or other limitations, the Employer will be free to seek similar bronze- and silver-level coverage at similar costs through the GETF Trust until such time as the CSETF is able to provide those employees with bronze-level coverage at similar prices. In the event GETF is not able to provide bronze- and silver-level coverage at similar prices to the SCMCA Minimum-

Value Plan, the Employer is then free to offer similar bronze- and silver-level coverage at similar cost through other carriers/providers to affected employees. In the event the employee chooses to cover dependents, such dependent portion of the premium costs will be paid for by the employee via payroll deduction through the Employer.

6. Payment through Payroll Deduction

For any contribution described herein which the employee must pay, and which will be made via payroll deduction through the Employer, the following applies: 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. Failure by the Employer to make a payroll deduction does not relieve the Employer's obligation to transmit to the Trust Fund the entire contribution amount for eligible employees.

7. Employer Reporting Obligation

The Employer will maintain records regarding employees' cumulative hours and weekly averages.

Employer will maintain a record of all employee opt-outs (Employees who decline coverage under the ACA) and will provide an opt-out list to the Fund when audited by the Trust Fund.

D. SAN DIEGO COUNTY

1. GENERAL CONDITIONS

- a. The Employer and the Union agree to be bound by all the terms and conditions of the Agreement and Declaration of Trust of the SEIU United Service Workers West San Diego Employers Trust Fund (herein called the "Fund"), including the method of selecting the Trustees of the Fund, and all amendments thereto in effect now or which may be made in the future, and all Fund policies in effect now or in the future.
- b. The Employer agrees to execute any and all documents the Fund uniformly requires of Employers, including but not limited to the "SEIU United Service Workers West San Diego Employers Fund Trust Acceptance and Contract Data" form. The Employer agrees, by execution of this Agreement, to be bound to such documents without regard to whether the Employer executes such documents.
- c. The Parties agree that the Plan, Plan benefits and health plan/carrier to be utilized shall be determined solely by the Trustees of the Fund. The Fund shall determine the implementation of the health insurance plan. The Trustees of the Fund shall determine the number of employees who will be eligible for benefits. It is intent of parties to provide a health plan to otherwise eligible employees within the limits of the health care bank. The parties to this Agreement do not intend for the language in Article XXIX.C of this Agreement override the fiduciary responsibilities of the Board of Trustees of the Fund.
- d. The Employer shall provide monthly reports to the Fund in a form and manner as determined by the Fund.
- e. Under the Affordable Care Act's employer shared responsibility provisions, certain employers (called applicable large employers or ALEs) must either offer minimum essential coverage that is "affordable" and that provides "minimum value" to their full-time employees, or potentially make an employer shared responsibility payment to the IRS.
- f. It is the express understanding of the parties that no contribution to the Fund is required under this Agreement on behalf of any employee employed by the employer in buildings that are in San Diego's Zone 3 or Area 4 and/or any multi-tenant building in San Diego of less than 100,000 square feet net cleanable or single tenant building in San Diego of less than 150,000 square feet net cleanable,

regardless of its physical location (Zone/Area) or other job locations excluded because of size exclusion or other language which may be contained elsewhere in this Agreement.

2. PLAN A COVERAGE (ZONES 1 AND 2)

- a. Employees in Zone 1 and Zone 2 are eligible for self-paid Plan A coverage on the first day of the month following the completion of 1200 hours with the Employer. Eligibility for Plan A coverage ends on the date the employee in Zone 1 or Zone 2 becomes eligible for Plan B coverage.
- b. The Plan A eligibility rules in subparagraph (A) do not apply if the Employer has agreed to offer Supplemental Plan A coverage in lieu of Plan A coverage. In such case, employees will be eligible for Supplemental Plan A coverage in accordance with the Supplemental Plan A agreement signed by the Employer.

Although Plan A coverage is an employee self-paid benefit, the Employer will be liable for paying the employee’s monthly premium to the Fund if the employee fails to do so, unless the Employer obtains a written waiver of Plan A coverage from the employee and provides it to the Fund no later than the 20th day of the month in which the employee completes 1200 hours of work for the Employer (e.g. 20th day of the month prior to the month in which Plan A coverage for the employee becomes effective).

3. PLAN B COVERAGE (ZONE 1)

- a. The Employer shall provide to the Fund a monthly contribution, equal to the amount indicated in the following chart, toward the cost of providing each eligible Zone 1 employee with Plan B (ZONE 1) coverage:

Effective Date:	Monthly Contribution Amount Per Zone 1 Eligible Employee:
01 May 2024 work month	\$741.70
01 September 2025	Up to 5.00% increase over 5/1/24 premium
01 September 2026	Up to 4.00% increase over 9/1/25 premium
01 September 2027	Up to 4.00% increase over 9/1/26 premium

- b. The Employer shall pay the applicable contribution, as determined in subparagraph (A) above, on behalf of each Plan B eligible employee that works at least one hundred thirty (130) paid hours per month in the preceding month. President’s Day/Washington’s Birthday shall be considered as paid time for the purpose of Health and Welfare eligibility. Employee eligibility and the due date for Employer contributions for Plan B coverage are as follows:

Effective Date	Zone	Plan B Eligible On:	Plan B Contribution Due On:
5/1/24 work month	1	1 st day of the 19 th month of employment	1 st day of the 18 th month of employment

- c. The Employer’s responsibility under this Article XXIX.D is limited to the payment of contributions to the Fund.

- d. Should a site covered by this Agreement change contractors during the month, the premium due will be prorated based upon the total hours worked by the employee(s) for each contractor at the affected job site.
- e. The Employer has no responsibility for the failure or the refusal of the Fund to honor an employee’s claim or to pay benefits and no such action on the part of the Fund shall be attributable to the Employer or constitute a breach of this Agreement by the Employer.
- f. Under no circumstances shall the Employer be responsible for paying any benefits under this Article XXIX.D.
- g. No dispute under this Article XXIX.D or relating to this Article XXIX.D shall be subject to the Grievance and Arbitration provisions of this Agreement.
- h. In the event the Employer is required by the Fund to raise rates any such increase shall be absorbed by the Trust reserve account designated for Zone 1 beneficiaries capped at 12% of the per capita cost not captured by the scheduled contribution insofar as the Trust reserve account for Zone 1 beneficiaries does not drop below nine months of reserves. Any additional increases shall be absorbed by the employee via payroll deduction. Any employee who fails to execute a payroll deduction authorization for any such increase shall be automatically deemed ineligible for participation in the health plan.
- i. The Union and Employer agree to solicit the Trust to maintain dental coverage for eligible employees in the life of this Agreement. If deemed unfeasible in the life of the Agreement, the Union and Employer shall reassess feasibility in the final year of the Agreement. At no time shall the implementation of a dental plan deplete the reserve account designated for the Zone 1 participants below nine months.
- j. The Union and Employer agree to solicit the Trust to maintain vision coverage for eligible employees in the life of this Agreement. At no time shall the implementation of a vision plan deplete the reserve account designated for the Zone 1 participants below nine months.

4. PLAN B COVERAGE (ZONE 2)

- a. The Employer shall provide to the Fund a monthly contribution, equal to the amount indicated in the following chart, toward the cost of providing each eligible Zone 2 employee with Plan B (ZONE 2) coverage:

Effective Date:	Monthly Contribution Amount Per Zone 2 Eligible Employee:
01 May 2024 work month	\$741.70
01 September 2025	ZONE 1 STANDARD
01 September 2026	ZONE 1 STANDARD
01 September 2027	ZONE 1 STANDARD

- b. The Employer shall pay the applicable contribution, as determined in subparagraph (A) above, on behalf of each Plan B eligible employee that works at least one hundred thirty (130) paid hours per month in the preceding month. President’s Day/Washington’s Birthday shall be considered as paid time for the purpose of Health and Welfare eligibility. Employee eligibility and the due date for Employer contributions for Plan B coverage are as follows:

Effective Date	Zone	Plan B Eligible On:	Plan B Contribution Due On:
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5/1/24 work month	2	1 st day of the 19 th month of employment	1 st day of the 18 th month of employment
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- c. The Employer’s responsibility under this Article XXIX.D is limited to the payment of necessary contributions to the Fund.
- d. In the event the Employer is required by the Fund to raise rates any such increase shall be absorbed by the Trust reserve account designated for Zone 2 beneficiaries capped at 12% of the per capita cost not captured by the scheduled contribution insofar as the Trust reserve account for Zone 2 beneficiaries does not drop below nine months of reserves. Any additional increases shall be absorbed by the employee via payroll deduction. Any employee who fails to execute a payroll deduction authorization for any such increase shall be automatically deemed ineligible for participation in the Fund.
- e. Effective with December 1, 2021 coverage, the Trust will, at no additional cost to the employees, provide a Life Insurance Enhancement to Plan B (Zone 2) with \$20,000 coverage for the employee and, for employees with dependent medical coverage, \$10,000 for eligible dependents.

5. SICK LEAVE HOURS

Paid Sick Leave as Time Worked.

All paid for sick leave benefits as provided for in this Agreement shall be considered as time worked for the purposes of Health and Welfare contributions and seniority.

ARTICLE XXX - PENSION

A. Contributions

The Employer agrees to contribute to the SEIU National Industry Pension Fund each month a sum based on a certain cents-per-hour contribution for each hour paid for and/or worked by all employees, who have completed ninety (90) calendar days of employment for the purpose of maintaining the Pension Plan. The contribution amounts shall be as specified for a geographical area in Appendix F of this Agreement. The Parties agree to the Preferred Rehabilitation Plan as defined in Appendix F.

The Employer shall continue to contribute to the Trust for all hours worked and/or paid for at each job location or for each employee where contributions were being made as of April 30, 2003, at the same level for the life of this Agreement, unless those levels are surpassed by the contributions negotiated for the contract area where the employee is working, in which case the current negotiated levels will apply.

B. Time of Payment

The Employer shall pay on or before the fifteenth (15th) day of each month the contribution for all hours paid during the preceding calendar month and shall continue the same for the life of this Agreement. Such payments shall be made to the Trustees of the SEIU National Industry Pension Fund, 1800 Massachusetts Ave, N.W., Washington, D.C. 20036.

C. Inspection of Records

The payroll records and time sheets of the Employer shall be open for inspection by any authorized representative designated by the Pension Plan Trustees.

D. Failure to Make Contributions

If the Employer fails to make any contribution required hereunder, any affected employee or the Union to which he/she belongs acting on his/her behalf may, without proceeding through the grievance procedure of this contract, file a suit or action in any court of competent jurisdiction to enforce such contributions, and as a part of the judgment in such suit or action, the court shall award a reasonable amount as and for necessary attorney fees and court costs.

E. Trust Provisions

The Employer hereby acknowledges that he/she agrees to be bound by all provisions of that certain Agreement and Declaration of Trust dated February 15, 1953, establishing the said SEIU National Industry Pension Fund and further hereby becomes a Party to said Agreement and Declaration of Trust. The Employer acknowledges that he/she has been given a copy of said instrument.

F. Audits

The Employer shall comply with all of the provisions of the Pension Plan and Trust and shall maintain, furnish and make available for audit such data and records as the Trustees may require, as provided in the Trust Indenture and Plan.

ARTICLE XXXI – LEADERSHIP TRAINING TRUST FUND (“LTTF”) – LOS ANGELES AND ORANGE COUNTY ONLY

A. Contribution

The Employer shall contribute a sum equal to one (\$0.01) cent per hour for each hour worked or paid for into the Maintenance Industry Leadership Training Trust Fund (“Training Fund”). The Employer agrees to make such contributions and to comply with the rules of the Training Fund as set forth in the Declaration of Trust establishing said Training Fund through the term of this Agreement.

B. Inspection

The Union shall have the right to inspect the Annual Audit of the Training Fund which shall be prepared as provided in Section 10.7 of the Declaration of Trust establishing the Training Fund.

ARTICLE XXXII MAINTENANCE INDUSTRY LABOR-MANAGEMENT COOPERATION TRUST FUND

A. ORANGE COUNTY

1. Contribution

Effective May 1, 2023, each Employer signatory to this Agreement which is conducting operations in Orange County shall continue to contribute nine cents (\$0.09) per hour for each hour paid for or worked into the Maintenance Industry Labor-Management Cooperation Trust Fund (“Trust”).

Said contributions shall be subject to and used solely for the purposes set forth in the Declaration of Trust establishing the Maintenance Industry Labor Management Cooperation Trust Fund dated January 1, 1999 (“Declaration of Trust”) and any amendments thereto.

2. Obligation to Contribute

Said Trust and the Employers’ obligations to make contributions to said Trust as provided in paragraph A of this Article XXXII shall continue through, but not beyond the earlier of the following dates: (1) April 30, 2024; or (2) the date on which such Trust is terminated pursuant to Article VIII, Section 8.1 of the Declaration of Trust.

3. Purpose

Employers’ contributions to the Trust shall be used solely for the purposes set forth in Article I, Section 1.2 of said Declaration of Trust.

B. LOS ANGELES COUNTY

1. Contribution

Effective September 1, 2021, each Employer signatory to this Agreement for employees working in Los Angeles County shall contribute nine cents (\$0.09) per hour for each hour paid for or worked into the Maintenance Industry Labor-Management Cooperation Trust Fund ("Trust") which was established in January 1999.

Said contributions shall be subject to and used solely for the purposes set forth in the Declaration of Trust establishing the Maintenance Industry Labor Management Cooperation Trust Fund dated January 1, 1999 ("Declaration of Trust") and any amendments thereto.

2. Obligation to Contribute

Said Trust and the Employers’ obligations to make contributions to said Trust as provided in paragraph 1 of this Appendix "E" shall continue through, but not beyond the earlier of the following dates: (1) April 30, 2024; or (2) the date on which such Trust is terminated pursuant to Article VIII, Section 8.1 of the Declaration of Trust.

3. Purpose

Employers’ contributions to the Trust shall be used solely for the purposes set forth in Article I, Section 1.2 of said Declaration of Trust.

C. SAN DIEGO COUNTY

- Effective on the dates listed in the table below, each Employer conducting operations in San Diego shall contribute on San Diego County employees the corresponding hourly rate for each hour paid for or worked into the Maintenance Industry Labor-Management Cooperation Trust Fund ("Trust") which was established in January 1999.

Effective Date	10/01/2021
Contribution Rate for All Hours Worked or Paid	
Zone 1	\$0.07
Zone 2	\$0.06
Zone 3	\$0.05

- Said contributions shall be subject to and used solely for the purposes set forth in the Declaration of Trust establishing the Maintenance Industry Labor Management Cooperation Trust Fund dated January 1, 1999 ("Declaration of Trust") and any amendments thereto.

3. Said Trust and the Employers' obligations to make contributions to said Trust as provided in paragraph A of this Article shall continue through, but not beyond the earlier of the following dates: (1) May 31, 2020; or (2) the date on which such Trust is terminated pursuant to Article VIII, Section 8.1 of the Declaration of Trust.
4. Employers' contributions to the Trust shall be used solely for the purposes set forth in Article I, Section 1.2 of said Declaration of Trust.

ARTICLE XXXIII - LTEF TRUST FUND (BSP and YaBasta!)

A. BSP Contribution

Employer BSP contributions to the LTEF Trust shall be used for the purpose of providing job skills and education programs through Building Skills Partnership ("BSP") for employees covered under this collective bargaining agreement. The purpose of the LTEF Trust is as set forth in Article 1, Section 2 of said Declaration of Trust.

1. LOS ANGELES COUNTY

Effective May 1, 2024, each Employer which is conducting operations in Los Angeles Areas 1 and 2 shall contribute nine cents (\$0.09) per hour for each hour paid for or worked into the "LTEF" Leadership Training and Education Fund ("Trust"), which was established on June 1, 2000.

2. ORANGE COUNTY

a. Effective May 1, 2024, each Employer signatory to this Agreement which is conducting operations in Orange County shall continue to contribute nine cents (\$0.09) per hour for each hour paid for or worked into the "LTEF" Leadership Training and Education Fund ("Trust").

3. SAN DIEGO COUNTY, ZONES 1 AND 2

Effective on the dates listed in the table below, each Employer conducting operations in San Diego Zone One (1) and/or Two (2) shall contribute on Zone One (1) and Zone (2) employees the corresponding hourly rate for each hour paid for or worked into the LTEF (Leadership Training and Education Trust Fund which was established on June 1, 2000).

Effective Date	10/01/2021
Contribution Rate for All Hours Worked or Paid	
Zone 1	\$0.05
Zone 2	\$0.02

B. YaBasta! Contribution

YaBasta! contributions will be made to the "LTEF" Leadership Training and Education Fund ("Trust"), which will contract with YaBasta! to provide sexual harassment training required by the California Labor Code Section 1429.5. Employer contributions to the trust fund for this purpose shall satisfy the payment requirements to a third-party training organization as provided by California Labor Code Section 1429.5 and is specifically intended to be an "alternative payment arrangement" as provided by California Labor Code Section 1429.5(e) such that contributing Employers will not be required to pay \$65.00 per person for training sessions, or any other amount beyond the amount contributed under this provision. YaBasta! will be required to conduct 2-hour training sessions of sufficient frequency to train janitors covered by this collective bargaining agreement.

Effective on the dates listed in the table below, each Employer shall contribute on all employees working in sites covered by Appendix F the corresponding hourly rate for each hour paid for or worked into the "Trust", which was established on June 1, 2000, to support sexual harassment training required by the California Labor Code Section 1429.5.

Effective Date	5/1/24	5/1/26	5/1/27
Contribution Rate for All Hours Worked or Paid	\$0.03	\$0.04	\$0.06

C. Obligation to Contribute

Said Trust and the obligation to make contributions to said Trust as provided in Paragraph A of this Article XXXIII shall continue through, but not beyond the earlier of the following dates: (1) April 30, 2028; or (2) the date on which such Trust is terminated pursuant to Article IX, Section 1 of the Declaration of Trust.

D. Labor-Management Committees on Training and Development

1. Committee on Sustainable Building Practices

Not later than sixty (60) days following ratification of this Agreement, the Employer and the Union shall reconvene an industry-wide Labor-Management Committee tasked with implementing and expanding recommendations for a set of best practices in the area of building sustainability. Specifically, the committee will review current practices and develop recommendations in the areas of recycling, green cleaning, water conservation, and energy efficiency. Committee discussions and recommendations shall be limited to those tasks which fall within the purview of the janitorial workforce. It is believed that by working together, we can address the growing need for building sustainability practices while enhancing the skill level of the workforce.

The Labor-Management Committee shall include Employer representatives, Union leadership, and members of the Union. Qualifications for participation in the Labor-Management Committee shall include, for Employer and Union representatives, familiarity and experience with the BSP/USGBC Green Janitor Certification program, and for members of the Union, successful completion of the BSP/USGBC Green Janitor Certification program.

Building Skills Partnership (BSP) will be tasked with coordinating this Labor Management Committee. The Employer and the Union will forward the names and contact information for their respective Labor Management Committee members to a point person designated by BSP. Leadership Training and Education Funds shall be used to provide the resources to implement this work, subject to the BSP/LTEF Service Agreement.

2. Committee on Recruitment, Skills Training and Development of Gender Equity

Not later than sixty (60) days following ratification of this Agreement, the Employer and the Union shall establish an industry-wide Labor-Management Committee to focus on creating, implementing, and expanding recommendations for a set of best practices in the area of employee recruitment, skills training and development of gender equity in the industry. Specifically, the committee will review current practices and develop recommendations in the areas of recruitment and training for floor crew and utility work with a particular focus on attracting and supporting women’s opportunities in these classifications. Committee discussions and recommendations shall be limited to those tasks which fall within the purview of the janitorial workforce. It is believed that by working together, we can address the growing need for recruitment and skills development within the workforce. The Committee shall

include Employer representatives, Union leadership, and members of the Union and follow the same coordination model with BSP as the Committee on Sustainable Building Practices.

ARTICLE XXXIV - JOINT COMPUTER PROGRAM USE

All Employers signatory to this Agreement that utilize computerized payroll systems, shall, not later than the twentieth (20) day of the month, transmit to the Union, Union dues and initiation reports which shall include work location codes, anniversary dates, pay period from which dues were deducted, and on a semi-annual basis, listings of addresses of all employees per the provision of Article III, Section C of this Agreement, in electronic format or via the appropriate online media.

ARTICLE XXXV - TERM OF AGREEMENT

A. Duration

This Agreement shall be in full force and effect from the first (1st) day of May 2024 through and including the thirtieth (30th) day of April 2028, and from year to year thereafter, unless written notification is given by either party to this Agreement to the other not less than sixty (60) days prior to April 30, 2024 signifying its intention to terminate, modify, or change this Agreement.

B. Appendices

All Appendices and side letters to this Agreement are incorporated as part of this Agreement and shall have the same effect as though fully set forth herein.

C. Headings

The headings used in this Agreement are intended solely for convenience of reference and shall not in any manner add to, limit, modify or otherwise be used in the interpretation of any of the provisions of this Agreement.

D. Signatures

True and correct photographic, digital, or facsimile signatures shall have equal validity with original signatures for the purposes of execution of this Agreement.

IN WITNESS WHEREOF,

FOR THE UNION:

FOR THE EMPLOYER:

**SEIU UNITED SERVICE WORKERS
WEST, CTW, CLC**

By: _____

By: _____

By: _____

Title: _____

By: _____

Employer: _____

By: _____

By: _____

By: _____

Title: _____

By: _____

Employer: _____

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Employer: _____

FOR THE UNION:

FOR THE EMPLOYER:

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FOR THE UNION:

FOR THE EMPLOYER:

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Title: _____

By: _____

Employer: _____

By: _____

By: _____

By: _____

Title: _____

By: _____

Employer: _____

By: _____

By: _____

By: _____

Title: _____

By: _____

Employer: _____

APPENDIX A - DEFINITIONS – LOS ANGELES COUNTY

- A. For the purpose of this Agreement, any employee who scrubs, strips floors, lays wax, runs a buffing machine, or works with a full-time wax crew shall be classified as a FLOOR TECH.

For the purposes of this Appendix, a crew person shall be defined as any employee who regularly performs waxing and/or general utility work, and who normally moves from job location to job location in the performance of their work assignment.

- B. For the purposes of this Agreement, any employee who mops, whether or not this duty is performed with a floor tech or a wax crew, shall be classified as a MOPPER.

For the purpose of this Appendix, mopping shall not relate to the spot mopping of floors, e.g., sponge mopping in medical suites, or spot mopping of coffee spots, or to the mopping of rest rooms except where the employee is required to mop single rest room facility for one (1) hour or more.

- C. For the purpose of this Agreement, any employee who vacuums for 50% or more of their work shift shall be classified as a VACUUM OPERATOR.

- D. For the purposes of this Agreement any employee who performs any maintenance work or special cleaning jobs such as wall washing, ceiling washing, the cleaning of light fixtures, and such other assignments that would require him/her to work on a ladder six feet (6') in height or higher shall be classified as MAINTENANCE-UTILITY.

It is not the intent of the Parties that an employee who uses a ladder on a spot basis be classified as MAINTENANCE-UTILITY.

- E. For the purposes of this Agreement, any employee who cleans rest rooms for three (3) hours or more during their work shift shall be classified as a RESTROOM CLEANER.

- F. For the purpose of this Agreement any employee who functions as an Assistant Foreperson shall be classified as a Leadperson. Where an Employer employs a Leadperson in a building, the Leadperson shall receive the Cleaning Foreperson rate of pay and the Cleaning Foreperson shall receive a minimum of ten cents (10¢) per hour over the Cleaning Foreperson contract rate or the Employer's present practice, whichever results in the higher wage rate for the Cleaning Foreperson.

- G. For purpose of Article IX, Seniority: qualifications for day shift include, but are not limited to:
 - 1. the ability to effectively communicate and work with Building Management;
 - 2. the ability to effectively communicate and work with tenants;
 - 3. the ability to perform the work;

4. the ability to understand English and be understood in English; and when required by the Employer's client to read and write English. The Employer will consider the successful completion of the BSP Vocational English program when selecting a day position.
 5. personal hygiene and professional appearance.
- H. Certified Green Janitor Bonus – BSP will provide a \$125 cash bonus to every member who successfully completes the Green Janitor Training Program.

APPENDIX B - WAGE DIFFERENTIALS – LOS ANGELES COUNTY

- A. Where a Cleaner performs duties which fall under either the Floor Tech, Mopper, Restroom Cleaner or Vacuum Operator classifications, as defined in Appendix "A" that employee shall be paid an additional seventeen cents (17¢) per hour for all hours during which such duties are performed.
- B. Where a Maintenance-Utility performs duties which fall under either the Floor Tech, Mopper, Restroom Cleaner or the Vacuum Operator classifications as defined in Appendix A, that employee shall be paid an additional five cents (5¢) per hour for all hours during which such duties are performed.
- C. Where a Cleaner performs duties which fall under the Maintenance-Utility classification, as defined in Appendix "A" the employee shall be paid an additional twelve cents (12¢) per hour for all hours during which such duties are performed.

APPENDIX C-1 – UNUSUAL CIRCUMSTANCES – LOS ANGELES COUNTY

- A. Where in order for the Employer to acquire and/or maintain a contract job, due to special conditions such as economic distress or other unusual circumstances, the parties agree as follows:
 - 1. The Employer shall submit a written request to the Union to place this Appendix into effect.
 - 2. The Employer will accompany its requests with a letter specifying the number of employees working at the establishment, their classifications, their starting and quitting times, the total daily work-hours worked at the establishment, and the wages and benefits and other conditions of employment in effect at the establishment.

- B. This Appendix shall go into effect on the date the Employer begins service at the establishment and shall remain in effect for three years, at which time all employees working at that establishment shall come under all of the terms and conditions of the Maintenance Contractors Agreement currently in effect between the parties. However, in no event shall any of the provisions of this Appendix C-1 be placed into effect by the Employer without the express written consent of the Union. In the absence of such express written consent the Employer shall be obligated to comply with each of the terms, conditions and wage rates specified in this Agreement.

ACCELERATED APPENDIX C-2 – LOS ANGELES AND SAN DIEGO COUNTIES

The Employer is entitled to an Accelerated Appendix C-2 where the Employer proposes to lay off employees or to make changes to the wages, hours and working conditions of a current job location which is over 100,000 square feet net cleanable, but less than 150,000 square feet net cleanable.

The Union agrees to provide the Employer with a response to the Employer's request for an Accelerated Appendix C-2 treatment within five (5) days of said request.

Notwithstanding language which may be contained elsewhere in this Agreement, the Union agrees it will not unreasonably deny the implementation of the Employer's proposed extensions or changes to staffing, wages, hours or working conditions under the provisions of this Accelerated Appendix C-2. The Employer is free to apply for an extension of this Accelerated Appendix C-2 for an additional five (5) years, which may only be implemented after approval from the Union.

The Employer agrees to protect employees affected by the implementation of the Accelerated Appendix C-2 by offering them a job transfer to another job location paying at least the same as the job location which the affected employee is being transferred from.

All wages, benefits and working conditions at a job location where an Accelerated Appendix C-2 is implemented by the Employer shall be subject to said Accelerated Appendix C-2.

The Employer's request for an Accelerated Appendix C-2 shall be in effect for three (3) years from the date said Accelerated Appendix C-2 goes into effect at the job location, at which time it shall be subject to re-negotiation by the parties.

APPENDIX D-1 - ORANGE COUNTY PHASE-IN AGREEMENT**A. Scope**

Any covered new location secured by the Employer after May 1, 2020 not currently serviced by a signatory of this Agreement shall be controlled by this Appendix.

1. Notification

- A. The Employer shall notify the Union ten (10) days after being notified that it is the successful bidder on any location not currently covered by this Agreement (date of signing with Client) but in no case later than five (5) days prior to starting work in the new location.
- B. The Employer and the Union shall agree on a start date for when the phase-in schedule shall commence for the new location.
- C. The new location shall be covered by this Appendix on that phase-in date.

2. Wages

- A. During the first-year phase-in: employees shall be entitled to receive the statutory minimum hourly wage rate plus twenty (20) cents per hour.
- B. During the second-year phase-in: employees shall be entitled to receive the statutory minimum hourly wage rate plus forty (40) cents per hour.
- C. During the third-year phase-in: employees shall be entitled to receive the statutory minimum hourly wage rate plus fifty-five (55) cents per hour.
- D. During the fourth-year phase-in: employees shall be entitled to receive the statutory minimum hourly wage rate plus one dollar (\$1.00) per hour.
- E. Beginning with the fifth-year phase-in: employees shall be entitled to receive the then-current contract rates for all wages and benefits.

3. Benefits**A. Vacation**

All employees employed in the location shall receive: one (1) week of paid vacation after the completion of one (1) year of employment. Upon completion of the location's phase-in schedule, all employees shall receive paid vacation as outlined in the then current Agreement.

B. Holidays

All employees employed in the location shall receive New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day as paid holidays. Upon completion of the location's phase-in schedule, all employees shall receive paid holidays as outlined in the then-current Agreement.

C. Sick Leave

Upon completion of the location's phase-in schedule, all employees shall receive sick leave benefits as outlined in the then-current Agreement.

D. Health and Welfare

During the Employer’s first twenty-four (24) months at the worksite – employees shall be eligible for SCMCA Minimum-Value Plan benefits only, per the terms of Article XXIX.C.

Upon the Employer’s completion of twenty-four (24) months and beginning with the 25th month at the worksite or as dictated by Federal or State statute or mandatory regulations, otherwise eligible employees shall be entitled to receive

Kaiser C-8 Medical and Prescription Drug Single Plan (group no. 112491-12) single coverage, and Life Insurance, \$20,000, including Accidental Death & Dismemberment, for the Member Only

Employer agrees to pay the full cost of this Kaiser C-8 single plan at the rate determined by the Board of Trustees at the time when this provision is applied. The cost of said plan effective with May 2024 work hours is Six Hundred and Sixty-Nine Dollars and Seven Cents (\$669.07) per eligible employee per month. Minimum monthly work hours are pursuant to Article XXIX.A (Health and Welfare – Orange County) of this Agreement.

In the event of a change in the statutory health care coverage mandate under the conditions defined in Article XXIX.A.6, the terms of Article XXIXA.6 shall apply for the purposes of this Section A.3.D.

4. Bidding New Locations

- A. Any Employer who is signatory to this Agreement shall be notified upon request of a phase-in schedule for any location currently under a phase-in schedule.
- B. Any Employer who is signatory to this Agreement who is a successor Employer in a location under a phase-in schedule shall be obligated to complete the conditions of that phase-in schedule.

APPENDIX D-2 - LOS ANGELES COUNTY PHASE-IN AGREEMENT**A. Non-Covered Locations**

1. Upon assumption of work at any job location not currently (as of May 1, 2020) covered by this Agreement, the Employer shall employ existing employees up to the number in the Employer's contract proposal for the job location with wages and benefits as specified in Paragraph 3 of this Appendix D-2. In the case of taking over a non-covered location where the Union has an active organizing drive, the Employer shall maintain the current wages and benefits for existing employees and employees hired subsequent to the Employer's assumption of work shall be covered by the provisions of paragraph 3 below.
2. Additionally, the Employer shall employ existing employees up to the number in the Employer's contract proposal and shall contact the Union prior to any actual reduction of the number of employees and discuss fully the effects of such reduction, in good faith, with the Union.
3. This Paragraph A.3 shall apply to work (job sites) previously not done by a contractor signatory with the Union (SEIU-USWW). The language of this Agreement shall apply, except as modified below:

1. NOTICE

The Employer shall provide the Union with this written notice of each new job which shall be subject to this Paragraph A.3.

2. Wages

- First twelve (12) months of employment
statutory minimum hourly wage rate plus thirty cents (\$0.30).
- 2nd twelve (12) months of employment
statutory minimum hourly wage rate plus fifty-five cents (\$0.55).
- Beginning with the twenty-fifth (25th) month of employment
statutory minimum hourly wage rate plus eighty cents (\$0.80).
- Beginning in the thirty-seventh (37th) month of employment
statutory minimum hourly wage rate plus one dollar and thirty cents (\$1.30).
- Beginning with the fifth-year phase-in:
employees shall be entitled to receive the then current contract rates for all wages and benefits.

3. Health and Welfare

- Upon the Employer's first twelve (12) months at the worksite – employees shall be eligible for SCMCA Minimum-Value Plan benefits only, per the terms of Article XXIX.C.
- Upon the Employer's completion of twelve (12) months and beginning with the 13th month at the worksite, otherwise eligible employees shall be entitled to receive

Single Kaiser C-8 Medical and Prescription Drug Plan (group no. 112491-12),
and
Life Insurance, \$20,000, including Accidental Death & Dismemberment, for the Member Only

Minimum monthly work hours shall be pursuant to Article XXIX.B Health and Welfare – Los Angeles County of this Agreement. The Employer agrees to pay the full cost of the Kaiser single plan at the rate determined by the Board of Trustees at the time when this provision is applied and pursuant to the provisions of Article XXIX.B Health and Welfare – Los Angeles County of this Agreement. The cost of

Kaiser C-8 single (employee-only) coverage and

Life Insurance, \$20,000, including Accidental Death & Dismemberment, for the Member Only, effective initially with May 2024 work hours is Six Hundred and Ninety-Five Dollars and Eighty-Three Cents (\$695.83) per eligible employee per month, subject to the MOB provisions of this Agreement.

- Upon completion of the Employer’s 24th month and beginning with the 25th month at the worksite, or as dictated by Federal or State statute or mandatory regulations – otherwise eligible employees shall be entitled to receive

Full MCA Family Kaiser C-8 plan benefits

coverage pursuant to the provisions of Article XXIX.B Health and Welfare – Los Angeles County of this Agreement.

- In the event of a change in the statutory health care coverage mandate under the conditions defined in Article XXIX.B.6 the terms of Article XXIX.B.6 shall apply for the purposes of this Section A.3.

4. Holidays

- First twelve (12) months of employment – 6
- 2nd twelve (12) months of employment – 7
- Beginning with the 25th months of employment – 8

5. Paid Sick Leave

- First twelve (12) months of employment – Per California law
- 2nd twelve (12) months of employment – Per California law
- Beginning with the 25th months of employment – Area benefit

6. Vacations

- First twelve (12) months of employment – None
- 2nd twelve (12) months of employment – 5 days
- Beginning with the 25th months of employment – 10 days

This Paragraph 3 shall not apply to Area 3 or buildings qualifying for the Small Building and Size Exclusion as defined in Article XIV.C.3.

This Paragraph A.3 shall not apply to jobs which have gone non-Union within the preceding six (6) months.

Incumbent employees shall be maintained pursuant to Article XVI, Section L.

After 48 months, full SCMCA area rates and benefits shall apply to new jobs subject to this Paragraph 3. This provision shall be pursuant to Appendix F for Areas 1 and 2.

APPENDIX D-3 - SAN DIEGO COUNTY PHASE-IN AGREEMENT

Any new job located in Zone One (1) or Zone (2) secured after June 1, 2016 not currently serviced by a signatory of this Agreement shall be controlled by this Appendix D-3. It is not the intent of the parties to apply the following language to size excluded job locations.

A. Notification

The Employer shall notify the Union ten (10) days after being notified they are the successful bidder on any location not currently covered by this Agreement (date of signing with Client) but in no case later than five (5) days prior to the starting work in the new location.

The Employer and the Union shall agree on a start date for when the phase-in schedule shall commence for the new location.

The new location shall be covered by this Appendix D-3 on that phase-in date.

B. Wages

Employees in a phase-in agreement shall receive five cents per hour (\$0.05) greater than statutory minimum wage.

Effective four (4) calendar years from the start date on which the phase-in schedule commenced—employees shall receive the wage levels contained in the Agreement depending on the Zone in which they are employed.

C. Benefits

1. Vacation:

All employees employed in the location shall receive: one (1) week of paid vacation after the completion of one (1) year of employment. Upon completion of the location's phase-in schedule, all employees shall receive paid vacation as outlined in the Agreement, depending on the Zone in which they are employed.

2. Holidays:

All employees employed in the location shall receive: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day as paid holidays. Upon completion of the location's phase-in schedule, all employees shall receive paid holidays as outlined in the Agreement, depending on the Zone in which they are employed.

3. Sick Leave:

All employees employed in the location shall receive: three (3) paid sick days during the first year, which can accumulate to six (6) days. Upon completion of the location's phase-in schedule, all employees shall receive sick leave benefits as outlined in the Agreement, depending on the Zone in which they are employed.

4. Health Insurance:

Upon completion of the location's phase-in schedule, all employees employed in the location shall receive health insurance benefits as outlined in the Agreement, depending on the Zone in which they are employed.

D. Bidding New Locations

1. Any Employer who is signatory to this Agreement shall be notified upon request of a phase-in schedule for any location currently under a phase-in schedule.
2. Any Employer who is signatory to this Agreement who is a successor employer in a location under a phase-in schedule shall be obligated to complete the conditions of that phase-in schedule.

APPENDIX E – BUILDING SIZE EXCLUSIONS**ORANGE AND SAN DIEGO COUNTIES**

The following will apply with respect to the language contained in Article I (Recognition), Section B, unless otherwise provided therein:

- (a) This Appendix will apply to all buildings in Orange and San Diego Counties with less than 100,000 net cleanable square feet; and to single tenant buildings with less than 150,000 net cleanable square feet.
- (b) Notwithstanding the above language, in the event the Employer is bidding on a single tenant building(s) which is over 150,000 net cleanable square feet, and not currently cleaned by a signatory of this Agreement, the Employer can apply to the Union for a variance that will enable the Employer to implement paragraph (c) below at the affected building. The Union may only deny the Employer a variance request if the Union can demonstrate that it has an active organizing drive (see paragraph (e) below) against the non-signatory incumbent contractor at the job location. In the event the Union cannot demonstrate a *bona fide* active organizing drive at the job location, the Union must approve the Employer's variance request within five (5) days.

The Union shall have the right, however, to reopen the terms of any such variance upon the third-year anniversary of the granting of the variance.

If at any time the client agrees to higher wage and benefit levels, the Employer agrees to honor said aforementioned wages and benefits.

- (c) Articles: I ("Recognition"); VIII(G) ("Sub-Contracting"); XIX ("Non-Discrimination"); XXVII ("Succession"); and XXXV ("Term of Agreement") of this Agreement are effective immediately. All other Articles are excluded for the term of this Agreement. Any job location previously covered by the full scope of the Southern California Maintenance Contractors Agreement shall remain as such for the life of this Agreement.
- (d) The Employer will annually provide the Union with a complete list of accounts for all work performed under the scope of this Agreement.
- (e) Pursuant to the above an active organizing drive shall be comprised of, but not limited to, three of the following conditions:
 - 1. The Union must be actively engaged in organizing employees at affected job site(s).
 - 2. The Union must be actively engaged in reaching out to the affected job site(s) building management and ownership.
 - 3. The Union must be engaged in reaching out to lending institutions directly connected to the affected job site(s).

4. The Union must be actively engaged in picketing, hand-billing, or doing demonstrations in front of the affected job site(s).
5. The Union must be actively engaged in reaching out to politicians regarding the affected job site(s).
6. The Union must be actively engaged in filing legal charges against the non-union employer.

APPENDIX F - GEOGRAPHICAL AREAS

MINIMUM WAGE DIFFERENTIAL DEFINITION – ALL AREAS AND ZONES:

The term “Minimum Wage Differential” shall mean a fixed hourly amount above the applicable government determined minimum wage (“Government Wage Determination”) for employees working in that government jurisdiction. For example, if City “X” were to determine the minimum wage for employees within city limits will be \$17.00/hour and this Agreement were to establish a Minimum Wage Differential of \$1.00 within “X” city limits, then employees under this Agreement working within “X” city limits would, in all cases, earn the greater of either \$18.00 per hour, or the applicable wage for their Area or Zone, classification and seniority.

Minimum Wage Differential

Effective 5/1/24, the Minimum Wage Differential shall be as indicated in the chart below for each Area and/or Zone in this Appendix F.

In no case shall employees in the Zones and Areas contained in this Appendix F be paid less than either the Master Minimum Wage Rate or the sum of the applicable Government Wage Determination and the Minimum Wage Differential, whichever is higher.

County	Area/Zone	Employee Description	Minimum Wage Differential
Los Angeles	Area 1	All Employees	\$1.00
	Area 2		
	Area 3		
Orange County	n/a	All Employees	\$1.00
San Diego	Zone 1	All Employees	\$1.00
	Zone 2		
	Zone 3	All Employees	\$0.50
	Zone 4	Employees with less than 15 years seniority	\$2.50
		Employees with 15 or more years seniority	\$2.75

The parties understand that the following local governments within the counties named above each have their own Government Wage Determinations, covering worksites within their respective jurisdictions, all of which, at the time of ratification of this Agreement, are significantly higher than California minimum wage:

Local Government
City of Los Angeles
County of Los Angeles
City of Malibu
City of Pasadena
City of San Diego
City of Santa Monica
City of West Hollywood

LOS ANGELES COUNTY - AREA 1

Downtown Los Angeles, Century City

A. This area applies to the following geographical areas:

1. Downtown Los Angeles defined as follows: That area bounded on the north by a line extending along the Golden State Freeway to North Broadway Street; on the east by Alameda Street; on the south by the Santa Monica Freeway and on the west by a line extending along Hoover Street to Alvarado, then along Alvarado to Glendale Boulevard, and then along Glendale Boulevard to the Golden State Freeway; it shall also include the area bounded on the south by the north side of the 101 Freeway; on the East by the Los Angeles River; on the north by the south side of Cesar Chavez Blvd.; and on the West by Alameda Street.
 - 1.1 The Parties met during the course of negotiations for the 2016-2020 CBA to revise the above boundaries based on typographical errors in several previous Agreements. The revisions are intended to correct longstanding errors and not to effect any economic change on an existing work site.
2. Century City area of the City of Los Angeles defined as follows: That area bounded on the north by Santa Monica Boulevard; on the east by Century Park East (including even numbers); on the south by Pico Boulevard and on the west by Beverly Glen.
3. Those buildings outside Area 1 which were designated "Tier 1" or Area 1 buildings on April 30, 2012 shall continue to be designated Area 1 buildings.
4. The Union and the Employer agree to re-open negotiations on May 1, 2023 for the limited purpose of addressing the Union's proposal to expand Area 1 to include the Arts District by moving the current demarcation east to the LA River, from I-10 on the south to Cesar Chavez Ave on the north.

B. Wage Rates.

Effective May 1, 2024 through April 30, 2028, the minimum hourly wage rates for employees with one (1) or more years of seniority and for New Hires shall be as set forth below.

1. Master Minimum Wage Rates – Employees at or over 1 year

Classifications	5/1/24	5/1/25	5/1/26	5/1/27
Cleaner, Certified Green Cleaner	\$22.15	\$23.15	\$24.15	\$25.15
Maintenance/Utility	\$0.12 above Cleaner rate			
Restroom cleaner, Floor Tech, Mopper, Vacuum Operator	\$0.17 above Cleaner rate			
Foreperson	\$0.25 above Cleaner rate			
Warehouse person	\$1.22 above Cleaner Rate			
Power Sweeper Operator	\$0.08 above Cleaner rate			

2. Across the Board Increases

All employees with one (1) or more years of seniority shall receive no less than the specified Across-the-Board increases on the dates specified below, or the wage rate listed above, whichever results in the higher increase. Notwithstanding, the Employer shall receive credit toward the Across-the-Board Increase for any increase granted for the purpose of compliance with a Government Wage Determination during the 12-month period immediately preceding the effective date of the Across-the-Board Increase.

Date	5/1/24	5/1/25	5/1/26	5/1/27
Across the Board increase	\$1.25	\$1.00	\$1.00	\$1.00

3. Minimum Wage Differential

Effective 5/1/24, the Minimum Wage Differential for Area 1 shall be \$1.00.

In no case shall employees be paid less than either the Master Minimum Wage Rate or the sum of the applicable Government Wage Determination and the Minimum Wage Differential, whichever is higher.

C. Hours

An employee in Area 1 shall be guaranteed four (4) hours pay each time he/she is required to report for work. An employee shall be guaranteed at least twenty (20) hours pay within five (5) consecutive days of any week he/she is required to work.

In the event the Employer is unable to meet the requirement of a guaranteed 4-hour day or 20-hour week, because of geographical location, Social Security or some other legitimate reason, the Employer may submit the matter to the Union for consideration.

D. Vacation

Any employee receiving more vacation benefits than provided in Article XI, Section B, as of March 31, 1989, will continue to receive those additional vacation benefits, with pay, for the life of this Agreement.

E. Pension

Effective May 1, 2024, the Employer shall contribute a base rate minimum of fifty cents (\$0.50) per hour for each hour worked and/or paid for by all employees who have completed ninety (90) calendar days in Area 1. The May 1, 2024 contribution shall be based on April 2024 hours.

Effective May 1, 2024, the Employer shall no longer distinguish those employees formerly identified as "Grandfather Group A" and "Grandfather Group B" from other Area 1 employees for purposes of determining hourly pension contributions.

Effective Date	5/1/24	5/1/25	5/1/26	5/1/27
<i>Pre 1/1/20 Base Contribution</i>	<i>\$0.30</i>	<i>\$0.30</i>	<i>\$0.30</i>	<i>\$0.30</i>
<i>Post 1/1/20 Additional Base Contribution</i>	<i>\$0.20</i>	<i>\$0.20</i>	<i>\$0.20</i>	<i>\$0.50</i>
Total Base Contribution	\$0.50	\$0.50	\$0.50	\$0.80
<i>Supplemental Contribution - percentage¹</i>	<i>169.4%</i>	<i>169.4%</i>	<i>169.4%</i>	<i>169.4%</i>
Supplemental Contribution - cents per hour	\$0.508200	\$0.508200	\$0.508200	\$0.508200
Total hourly contribution	\$1.008200	\$1.008200	\$1.008200	\$1.308200

¹ Per National Industry Pension Fund Addendum of 10/23/19, "Effective January 1, 2020 if the bargaining parties agree to increase the base contribution rate in a renewal collective bargaining agreement, supplemental contributions will not be required for the increase in the base contribution rate", which was \$0.30 in 2021 for Area 1 and increased for the first time under this policy on 5/1/22 to \$0.35. The supplemental contribution is calculated as 169.4% of \$0.30.

F. New Hires & Temporary Employees

All economic terms of Area 1 apply except as modified in this Section F below of Area 1 of this Appendix F:

Effective Date		5/1/24			
Temporary Employees Hourly Wage		85% of wage rates shown above in Area 1, Section B of this Appendix			
Effective Date:		5/1/24	5/1/25	5/1/26	5/1/27
Temp Employee Wage		\$18.83	\$19.68	\$20.53	\$21.38
New Hire Hourly Wage		Employees hired on or after May 1, 2024 will receive no less than the sum of the applicable Government Wage Determination and the Minimum Wage Differential during their first year of employment.			
Temporary Employee Health Care					
Temporary Employees	CSETF Health & Welfare Plan	C8	Employee Only Medical, Rx and Life Insurance: \$20,000 with AD&D for the Member Only		
	Eligibility	Seniority	Six (6) months		
		Hours Paid	110 hours per month		
	Employer contribution	\$695.83	Effective May 2024 hours		
	Maintenance of Benefits	Subject to the provisions of Article XXIX.B.3.f			

1. Temporary employees are entitled to the full economic provisions of the Area where they are working upon starting a regular position.
2. New Hires are defined as employees hired on or after May 1, 2024 and are entitled, upon completion of twelve (12) months of employment, to the full economic provisions of the Area where they are working.
3. **Minimum Wage Differential**
 Effective 5/1/24, the Minimum Wage Differential for Area 1 New Hires and Temporary Employees shall be \$1.00.
 In no case shall employees be paid less than either 85% of the Master Minimum Wage Rate or the sum of the applicable Government Wage Determination and the Minimum Wage Differential, whichever is higher.

LOS ANGELES COUNTY - AREA 2

Wilshire Corridor, Beverly Hills, LAX, Westwood, Westside Area, Pasadena, Hollywood, Long Beach, Glendale/Burbank, South Bay, City of Commerce, Studio City/Sherman Oaks, Woodland Hills/West Valley

A. This Area applies to the following geographical areas:

1. Wilshire Boulevard area of the City of Los Angeles, defined as follows: That area bounded on the north by Third Street; on the east by a line extending along Hoover Street to Alvarado Street and along Alvarado Street; on the south by Olympic Boulevard and on the west by San Vicente Boulevard.
2. Beverly Hills area, defined as follows: That area bounded on the north by Santa Monica Boulevard; on the east by San Vicente Boulevard; on the south by Pico Boulevard and on the west by Century Park East (excluding even numbers).
3. LAX Airport area of Los Angeles, County defined as follows: That area bounded on the north by Manchester Boulevard; on the east by the Harbor Freeway; on the south by El Segundo Boulevard and on the West by the Pacific Ocean, excluding the actual terminal areas of LAX.
4. Westwood area defined as follows: On the east by Beverly Glen, on the south by Santa Monica Boulevard, on the west by the border of the City of Santa Monica and on the north by Sunset Boulevard.
5. Former (pre-April 1, 2000) Area 2A, defined as follows:
 - a. That area within the borders of the City of Santa Monica;
 - b. That area within the borders of Culver City;
 - c. That area bounded on the south by Manchester Boulevard, on the east by a line running north along La Brea Avenue to Olympic Boulevard, then west along Olympic to the City of Beverly Hills (at Robertson Boulevard), then south to Pico Boulevard, then west along Pico to Beverly Glen, north to Santa Monica Boulevard, west to the City of Santa Monica, then south and west along the southern border of the City of Santa Monica to the Pacific Ocean.
6. Former (pre-April 1, 2000) Area 3, defined as follows:
 - a. That area within the city limits of Pasadena;
 - b. That area within the city limits of Long Beach;
 - c. That area within the city limits of Glendale and Burbank, and including the area of the unincorporated Universal City and the area bounded on the west by the Hollywood (101) Freeway and on the North by the Ventura (134) Freeway;
 - d. That area within the City of Commerce bounded on the north by Bandini Boulevard; on the east by Garfield Avenue, on the south by Randolph Street, and on the West by Eastern Avenue;

- e. That area in the South Bay bounded by El Segundo Boulevard on the north; by the Harbor (110) Freeway on the east (including the Nissan Building), along the San Diego (405) Freeway to the Long Beach City limit, then south to the border of Carson and Wilmington; then west along the border of Carson to the ocean (including the cities of Torrance and Carson, but excluding Lomita, San Pedro, Wilmington, and all of the Palos Verdes Peninsula);
 - f. That area in the Hollywood area of Los Angeles County bounded on the north by a line extending along Mulholland Drive to the Hollywood Freeway and then along the freeway to Hollywood Boulevard and along Hollywood Boulevard to Sunset Boulevard and then along Sunset Boulevard; on the east by Alvarado Street; on the south by Third Street and on the west by a line extending along San Vicente Boulevard to Santa Monica Boulevard and then to Beverly Drive and then Coldwater Canyon Drive.
7. Former (pre-April 1, 2000) Area 4, defined as follows:
- a. That area in Studio City and Sherman Oaks bounded on the north by the Ventura (101) Freeway, on the east by the Hollywood (101) Freeway, on the south by Mulholland Drive, and on the west by a line extending along Balboa Boulevard to Mulholland Drive.
 - b. That area in Woodland Hills and West Valley bounded on the north by the Simi Valley (118) Freeway, on the east by Balboa Boulevard, on the south by Mulholland Drive to Shoup Avenue, then north on Shoup to Ventura Boulevard, and then west along Ventura Boulevard to the Ventura County line.
8. The Union and the Employer agree to re-open negotiations on May 1, 2023 for the limited purpose of addressing the Union's proposal to Expand Area 2 to include:
- 1) In the Cerritos area, the zone bordered by South St, Shoemaker Ave, the Artesia Freeway (91) and the San Gabriel River
 - 2) In the Valencia area,
 - a) The zone bordered by Newhall Ranch Rd, Bouquet Canyon Rd, Valencia Blvd, and I-5;
 - b) The zone bordered by Route 126, Chiquito Canyon Rd, Del Valle Rd, Hasley Canyon Rd, and I-5.
 - 3) In the Monterey Park area,
 - a) The zone bordered by Floral Dr, Monterey Pass Rd, Garvey Ave, I-710 and I-10

B. Wage Rates

Effective May 1, 2024, through April 30, 2028, except for employees scheduled for Small Building work as provided in Section C.3 of Article XIV, the minimum hourly wage rates for employees with one (1) or more years of seniority and for New Hires shall be as set forth below.

1. Master Minimum Wage Rates – Employees at or over 1 year

Classifications	5/1/24	5/1/25	5/1/26	5/1/27
Cleaner, Certified Green Cleaner	\$20.95	\$21.95	\$22.95	\$23.95
Maintenance/Utility	\$0.22 above Cleaner rate			
Restroom cleaner, Floor Tech, Mopper, Vacuum Operator	\$0.17 above Cleaner rate			
Cleaning Foreperson	\$0.25 above Cleaner rate			
Warehouse Person	\$0.22 above Cleaner Rate			
Power Sweeper Operator	\$0.08 above Cleaner rate			

2. Across the Board Increases

All employees with one (1) or more years of seniority shall receive no less than the specified Across-the-Board increases on the dates specified below, or the wage rate listed above, whichever results in the higher increase. Notwithstanding, the Employer shall receive credit toward the Across-the-Board Increase for any increase granted for the purpose of compliance with a Government Wage Determination during the 12-month period immediately preceding the effective date of the Across-the-Board Increase.

Date	5/1/24	5/1/25	5/1/26	5/1/27
Across the Board increase	\$1.25	\$1.00	\$1.00	\$1.00

3. Minimum Wage Differential

Effective 5/1/24, the Minimum Wage Differential for Area 2 shall be \$1.00.

In no case shall employees be paid less than either the Master Minimum Wage Rate or the sum of the applicable Government Wage Determination and the Minimum Wage Differential, whichever is higher.

C. Pension

Effective May 1, 2024, the Employer shall contribute a base rate minimum of twenty cents (\$0.20) per hour for each hour worked and/or paid for by all employees in Area 2 who have completed ninety (90) calendar days. The May 1, 2024 contribution shall be based on April 2024 hours. Supplemental contributions required by the Pension Rehabilitation plan on behalf of such employees shall be paid according to the percentages listed in "Supplemental Contribution – cents per hour" in the chart, below.

Effective Date	5/1/24	5/1/25	5/1/26	5/1/27
<i>Pre 1/1/20 Base Contribution</i>	\$0.15	\$0.15	\$0.15	\$0.15
<i>Post 1/1/20 Additional Base Contribution</i>	\$0.05	\$0.05	\$0.05	\$0.35
Total Base Contribution	\$0.20	\$0.20	\$0.20	\$0.50
<i>Supplemental Contribution - percentage²</i>	25.10%	34.80%	45.20%	45.20%
Supplemental Contribution - cents per hour	\$0.037650	\$0.052200	\$0.067800	\$0.067800
Total hourly contribution	\$0.237650	\$0.252200	\$0.267800	\$0.567800

D. New Hires & Temporary Employees

All economic terms of Area 2 apply except as modified below in this Section D of Area 2 of this Appendix F:

Effective Date	5/1/24			
New Hires & Temporary Employees Hourly Wage	85% of wage rates shown above in Area 2, Section B of this Appendix			
Effective Date:	5/1/24	5/1/25	5/1/26	5/1/27
Temp Employee Wage	\$17.81	\$18.66	\$19.51	\$20.36
New Hire Hourly Wage	Employees hired on or after May 1, 2024 will receive no less than the sum of the applicable Government Wage Determination and the Minimum Wage Differential during their first year of employment.			

² Per National Industry Pension Fund Addendum of 10/23/19, "Effective January 1, 2020, if the bargaining parties agree to increase the base contribution rate in a renewal collective bargaining agreement, supplemental contributions will not be required for the increase in the base contribution rate", which was \$0.15 in 2022 in Area 2 and increased for the first time under this policy on 5/1/23 to \$0.20. The supplemental contribution for Area 2 as a New Contributing Group is calculated as the indicated percentages of \$0.15.

Temporary Employee Health Care			
Temporary Employees	CSETF Health & Welfare Plan	C8	Employee Only Medical, Rx and Life Insurance: \$20,000 with AD&D for the Member Only
	Eligibility	Seniority	Six (6) months
		Hours Paid	110 hours per month
	Employer contribution	\$695.83	Effective May 2024 hours
	Maintenance of Benefits	Subject to the provisions of Article XXIX.B.3.f	

1. Temporary employees are entitled to the full economic provisions of the Area where they are working upon starting a regular position.
2. New Hires are defined as employees hired on or after May 1, 2024 and are entitled, upon completion of twelve (12) months of employment, to the full economic provisions of the Area where they are working.

3. Minimum Wage Differential

Effective 5/1/24, the Minimum Wage Differential for Area 2 New Hires and Temporary Employees shall be \$1.00.

In no case shall employees be paid less than either 85% of the Master Minimum Wage Rate or the sum of the applicable Government Wage Determination and the Minimum Wage Differential, whichever is higher.

LOS ANGELES COUNTY - AREA 3

Greater Los Angeles County

A. This Area constitutes the former (pre-April 1, 2000) Area 5 and applies to the geographic area defined as follows: that area of Los Angeles County, not specifically defined in any other geographical area of Appendix F of this Agreement.

B. Wage Rates

The parties understand that the following local governments within LA Area 3 each have their own Government Wage Determinations, covering worksites within their respective jurisdictions, all of which, at the time of ratification of this Agreement, are significantly higher than California minimum wage:

City of Los Angeles
County of Los Angeles
City of Malibu
City of Pasadena
City of Santa Monica
City of West Hollywood

Effective May 1, 2024 through April 30, 2028, the minimum hourly wage rates and wage rates for employees shall be as follows:

1. Master Minimum Wage Rates – Employees at or over 1 year

Classifications	7/1/24	1/1/25	1/1/26	1/1/27	1/1/28
Cleaner, Certified Green Cleaner	\$17.00	\$17.50	\$18.00	\$18.50	\$19.00
Maintenance/Utility	Same as Cleaner rates above				
Restroom cleaner, Floor Tech, Mopper, Vacuum Operator					
Cleaning Foreperson					
Warehouse Person					
Power Sweeper Operator					

New Hires

Employees hired after May 1, 2024 will receive the sum of the applicable Government Wage Determination and the Minimum Wage Differential.

Employees working in the City of Los Angeles or unincorporated parts of LA County whose wages exceed the scale indicated above will receive only the applicable CPI index increases, if any, to the minimum wage scale for the geography in which they are working at the time of said CPI indexed increases.

2. Across the Board Increases

All employees with one (1) or more years of seniority shall receive no less than the specified Across-the-Board increases on the dates specified below, or the wage rate listed above, whichever results in the higher increase. Notwithstanding, the Employer shall receive credit toward the Across-the-Board Increase for any increase granted for the purpose of compliance with a Government Wage Determination during the 12-month period immediately preceding the effective date of the Across-the-Board Increase

Date	1/1/25	1/1/26	1/1/27	1/1/28
Across the Board increase	\$0.50	\$0.50	\$0.50	\$0.50

3. Minimum Wage Differential

Effective 5/1/24, the Minimum Wage Differential for Area 3 shall be \$1.00.

In no case shall employees be paid less than the sum of the applicable Government Wage Determination and the Minimum Wage Differential.

C. Holidays

Any job location providing more holidays than listed in Article X as of April 30, 2016, will continue to provide those additional holidays for the life of this Agreement.

D. Moving Worksites to Area 2 Standards

If the owner of an Area 3 building agrees to support the costs of moving the building to Area 2 standards, the Employer will work with the Union to accomplish that transition within the owner's expectations.

ORANGE COUNTY

A. Schedule of Wages and Wage Rates

Wage Rates. Effective May 1, 2024 through April 30, 2028 in Orange County, the minimum hourly wage rates for employees with one (1) or more years of seniority and for New Hires shall be as set forth below.

1. Master Minimum Wage Rates – Employees at or over 1 year

Classification	5/1/24	1/1/25	5/1/26	5/1/27
Cleaner	\$18.75	\$20.00	\$20.50	\$21.00
Buffer, Floor Tech, Utility	\$0.25 above Cleaner rate			
Foreperson	\$0.30 above Cleaner rate			
Restroom Cleaner	\$0.17 above Cleaner rate			

For the purposes of this Agreement, any employee who cleans rest rooms for three (3) hours or more during his/her work shift shall be classified as a RESTROOM CLEANER.

2. Across the Board Increases

All employees with one (1) or more years of seniority shall receive no less than the specified Across-the-Board increases on the dates specified below, or the wage rate listed above, whichever results in the higher increase. Notwithstanding, the Employer shall receive credit toward the Across-the-Board Increase for any increase granted for the purpose of compliance with a Government Wage Determination during the 12-month period immediately preceding the effective date of the Across-the-Board Increase.

Date	5/1/24	1/1/25	5/1/26	5/1/27
Across the Board increase	\$1.75	\$1.25	\$0.50	\$0.50

3. Minimum Wage Differential

- A) Effective 5/1/24, the Minimum Wage Differential for Orange County shall be \$1.00. In no case shall employees be paid less than either the Master Minimum Wage Rate or the sum of the applicable Government Wage Determination and the Minimum Wage Differential, whichever is higher.
- B) New Hires are defined as employees hired on or after May 1, 2024 and are entitled, upon completion of twelve (12) months of employment, to the full economic provisions of the Area where they are working.
- C) New Hires will receive no less than the sum of the applicable Government Wage Determination and the Minimum Wage Differential during their first year of employment.

B. Pension

Effective May 1, 2024, the Employer shall contribute a base rate minimum of fifteen cents (\$0.15) per hour for each hour worked and/or paid for by all employees in Orange County who have completed ninety (90) calendar days. The May 1, 2024 contribution shall be based on April 2024 hours. Supplemental contributions required by the Pension Rehabilitation plan on behalf of such employees shall be paid according to the percentages listed in "Supplemental Contribution – cents per hour" in the chart below.

Effective Date	5/1/24	5/1/25	5/1/26	5/1/27
<i>Pre 1/1/20 Base Contribution</i>	<i>\$0.15</i>	<i>\$0.15</i>	<i>\$0.15</i>	<i>\$0.15</i>
<i>Post 1/1/20 Additional Base Contribution</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.30</i>
Total Base Contribution	\$0.15	\$0.15	\$0.15	\$0.45
<i>Supplemental Contribution - percentage³</i>	<i>16.10%</i>	<i>25.10%</i>	<i>34.80%</i>	<i>45.20%</i>
Supplemental Contribution - cents per hour	\$0.024150	\$0.037650	\$0.052200	\$0.067800
Total hourly contribution	\$0.174150	\$0.187650	\$0.202200	\$0.517800

³ Per National Industry Pension Fund Addendum of 10/23/19, "Effective January 1, 2020, if the bargaining parties agree to increase the base contribution rate in a renewal collective bargaining agreement, supplemental contributions will not be required for the increase in the base contribution rate", which was \$0.15 in 2023 in Orange County and will increase for the first time under this policy on 5/1/27 to \$0.45. The supplemental contribution for Orange County as a New Contributing Group is calculated as the indicated percentages of \$0.15.

ALL COUNTIES - AREA 4

Recognition-Only Work Sites

1. This Area constitutes:
 - a. Orange County Size-Excluded Job Sites as described in Appendix E, and
 - b. The former (pre-April 1, 2000) Area 6, which applies to the area in Los Angeles County north of Highway 14 and East of the 5 Freeway which shall be considered the Antelope Valley Area, and;
 - c. The former (pre-April 1, 2000) Area 7 which applies to the Counties of Ventura, Riverside, San Bernardino, Kern, San Luis Obispo, and Santa Barbara.
 - d. Imperial County
2. Articles I - Recognition, Article XVI, Sections C & H – Maintenance of Working Conditions, Registration of Employees and Job Locations & Job Bidding Procedure, and Article XXIV – No Strikes and Lockouts and Article XXVI – Succession of the Agreement remain in effect. Any job location currently covered by the full scope of the Agreement shall remain as such for the life of this Agreement.
3. Effective January 1, 2023, all job sites falling under paragraph 1.b, 1.c and 1.d of this Area 4 will be subject to the following Trigger Process. The Employer agrees, upon written request, to re-open negotiations on January 1, 2027 for the limited purpose of selecting and/or defining at least one (1) but not more than three (3) Trigger Geographies which the Union may trigger prior to April 30, 2028.
 - a. "Trigger Geography" shall mean either
 - (i) The Antelope Valley, or
 - (ii) any of the Counties listed in 1.c or 1.d above (i.e. Ventura, Riverside, San Bernardino, Kern, San Luis Obispo, and Santa Barbara), or
 - (iii) A mutually agreed upon market within (i) or (ii) above with mutually defined geographic boundaries and mutually agreed upon definitions of covered accounts.
 - b. Trigger Criteria shall be as follows:
 - (i) Upon written verification provided by the Union to the Employer demonstrating that, based on the most recent account list provided by the Employer in Article XVI.C of this Agreement, at least fifty per cent (50%) of the buildings over 100,000 square feet in a "Trigger Geography" are serviced by contractors which are signatory to the Maintenance Contractors Agreement all remaining Articles of the Agreement will become effective as of that date for that particular Trigger Geography, provided that the parties will engage in collective bargaining over economic terms to be applicable to the new Trigger Geography.
 - (ii) Buildings that are completely vacant on the date the Union claims it has met the requirements of paragraph 3.b.(i) of this Area 4 shall not be included for the purpose of calculating the 50% threshold referenced therein.
 - (iii) Once a Trigger Geography has come under the terms of the Agreement, the Employer agrees, within thirty (30) days of the trigger date, to provide an updated list of accounts and sites they are servicing in the Trigger Geography, consistent with the information required under Article XVI.C
4. The parties incorporate by reference the "Las Vegas Organizing Agreement" and the "Phoenix Organizing Agreement".

SAN DIEGO COUNTY ZONE 1

Zone 1 shall be described as follows: Civic Center area of downtown San Diego, which is the area bounded on the North by Grape Street, on the South by west 8th Street (between the San Diego and National City limits), on the east by the San Diego Freeway and on the west by the Pacific Ocean

Upon completion of the San Diego New Hire Program, employees at Zone 1 work sites shall receive no less than the following wages:

1. Wage Rates

Effective May 1, 2024 through April 30, 2028, the minimum hourly wage rates for employees with three (3) or more years of seniority shall be as set forth below.

A. Master Minimum Wage Rates – Employees at or over 3 years

Classifications	5/1/24	5/1/25	5/1/26	5/1/27
Janitor	\$18.35	\$19.45	\$20.45	\$21.10
Foreperson	\$0.30 above Janitor rate			
Crew Leader	\$0.25 above classification led			
Buffer, Utility, Waxer Person	\$0.25 above Janitor rate			
Restroom Cleaner	\$0.17 above Janitor Rate			
Shift Premium	\$0.10 in addition to regular pay			
For the purposes of this Agreement, any employee who cleans rest rooms for three (3) hours or more during his/her work shift shall be classified as a RESTROOM CLEANER.				
For the purposes of this Agreement, employees starting to work at or after 11:00pm and before 6:00am shall receive a Shift Premium.				

B. Across the Board Increases

All employees with three (3) or more years of seniority shall receive no less than the specified Across-the-Board increases on the dates specified below, or the wage rate listed above, whichever results in the higher increase. Notwithstanding, the Employer shall receive credit toward the Across-the-Board Increase for any increase granted for the purpose of compliance with a Government Wage Determination during the 12-month period immediately preceding the effective date of the Across-the-Board Increase.

Date	5/1/24	5/1/25	5/1/26	5/1/27
Across the Board increase	\$1.30	\$1.10	\$1.00	\$0.65

C. Minimum Wage Differential

Effective 5/1/24, the Minimum Wage Differential for Zone 1 shall be \$1.00.

In no case shall employees be paid less than either the Master Minimum Wage Rate or the sum of the applicable Government Wage Determination and the Minimum Wage Differential, whichever is higher.

D. Longevity Pay

Any employee currently receiving longevity pay, is “Grandfathered” and will continue to receive Longevity Pay per the terms of the Longevity Pay provisions of the nineteen ninety-five (1995) DMCA. All other employees will not be entitled to any Longevity Pay.

2. Pension

Effective May 1, 2024, the Employer shall contribute a base rate minimum of fifteen cents (\$0.15) per hour for each hour worked and/or paid for by all employees in San Diego County Zone 1 who have completed ninety (90) calendar days. The May 1, 2024 contribution shall be based on April 2024 hours. Supplemental contributions required by the Pension Rehabilitation plan on behalf of such employees shall be paid according to the percentages listed in “Supplemental Contribution - cents per hour” in the chart below.

Effective Date	5/1/24	5/1/25	5/1/26	5/1/27
<i>Pre 1/1/20 Base Contribution</i>	<i>\$0.15</i>	<i>\$0.15</i>	<i>\$0.15</i>	<i>\$0.15</i>
<i>Post 1/1/20 Additional Base Contribution</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
Total Base Contribution	\$0.15	\$0.15	\$0.15	\$0.05
<i>Supplemental Contribution - percentage⁴</i>	<i>16.10%</i>	<i>25.10%</i>	<i>34.80%</i>	<i>45.20%</i>
Supplemental Contribution - cents per hour	\$0.024150	\$0.037650	\$0.052200	\$0.067800
Total hourly contribution	\$0.174150	\$0.187650	\$0.202200	\$0.217800

⁴ Per National Industry Pension Fund Addendum of 10/23/19, “Effective January 1, 2020, if the bargaining parties agree to increase the base contribution rate in a renewal collective bargaining agreement, supplemental contributions will not be required for the increase in the base contribution rate”, which was \$0.15 in 2023 in San Diego Zone 1. The supplemental contribution for San Diego Zone 1 as a New Contributing Group is calculated as the indicated percentages of \$0.15.

SAN DIEGO COUNTY ZONE 2

Zone 2 (formerly Zone 1 in the 2005-2008 Suburban CBA) is defined as follows:

- **UTC** (North – Junction of Interstate 5 and 805, south along the 805 to Highway 52, East – Interstate 805, South – Highway 52, West – Interstate 5);
- **Sorrento Mesa** (North – Sorrento Valley Blvd, East – Go South on Camino Santa Fe South – Miramar Way, West – Interstate 805);
- **Torrey Pines** (North – South boundary of Torrey Pines State Reserve, East – Interstate 5, South – La Jolla Village Drive, West – Pacific Ocean);
- **Kearny Mesa** (North – Highway 52, East – Interstate 15, South – Aero Drive East to West Canyon, South on West Canyon to end of West Canyon thereafter east on a straight line to Interstate 15, West - Interstate 805 south from Highway 52, to the Highway 163 Interstate 805 junction;
- **Del Mar Heights** (North - Via De La Valle, East - Carmel Country Road North to Carmel Canyon Road to Del Mar Heights Road, South - Carmel Mountain Road, West - Pacific Ocean);
- **Mission Valley:** North - Linda Vista Road & Genesse Road along a line to Interstate 15, South - From East to West Camino del Rio South & Hotel Circle South, East - Interstate 15, West – one (1) mile east of the Interstate 8 and Interstate 5 junction).

All Zone 2 job locations that meet the size exclusion and received Zone 3 wages and benefits under the May 24, 2012 through May 31, 2016 collective bargaining agreement are grandfathered, provided that the Employer provided a copy to the Union of any agreement between the parties stating said terms during the bargaining of this contract, as agreed. Any Zone 2 job location that meets the size exclusion on/after June 1, 2016 will be subject to the terms of Appendix "F".

Upon completion of the San Diego New Hire Program, employees at Zone 2 work sites shall receive no less than the following wages:

1. Wage Rates.

Effective May 1, 2024 through April 30, 2028, the minimum hourly wage rates for employees with three (3) or more years of seniority shall be as set forth below.

A. Master Minimum Wage Rates – Employees at or over 3 years

Classifications	5/1/24	5/1/25	5/1/26	5/1/27
Janitor	\$18.25	\$19.35	\$20.40	\$21.10
Foreperson	\$0.30 above Janitor rate			
Crew Leader	\$0.25 above classification led			
Buffer, Utility, Waxer Person	\$0.25 above Janitor rate			
Restroom Cleaner	\$0.17 above Janitor Rate			
Shift Premium	\$0.10 in addition to regular pay			
For the purposes of this Agreement, any employee who cleans rest rooms for three (3) hours or more during his/her work shift shall be classified as a RESTROOM CLEANER.				
For the purposes of this Agreement, employees starting to work at or after 11:00pm and before 6:00am shall receive a Shift Premium.				

B. Across the Board Increases

All employees with three (3) or more years of seniority shall receive no less than the specified Across-the-Board increases on the dates specified below, or the wage rate listed above, whichever results in the higher increase. Notwithstanding, the Employer shall receive credit toward the Across-the-Board Increase for any increase granted for the purpose of compliance with a Government Wage Determination during the 12-month period immediately preceding the effective date of the Across-the-Board Increase.

Date	5/1/24	5/1/25	5/1/26	5/1/27
Across the Board increase	\$1.30	\$1.10	\$1.05	\$0.70

C. Minimum Wage Differential

Effective 5/1/24, the Minimum Wage Differential for Zone 2 shall be \$1.00.

In no case shall employees be paid less than either the Master Minimum Wage Rate or the sum of the applicable Government Wage Determination and the Minimum Wage Differential, whichever is higher.

2. Pension

Effective May 1, 2024, the Employer shall contribute a base rate minimum of fifteen cents (\$0.15) per hour for each hour worked and/or paid for by all employees in San Diego County Zone 2 who have completed ninety (90) calendar days. The May 1, 2024 contribution shall be based on April 2024 hours. Supplemental contributions required by the Pension Rehabilitation plan on behalf of such employees shall be paid according to the percentages listed in "Supplemental Contribution per hour" in the chart below.

Effective Date	5/1/24	5/1/25	5/1/26	5/1/27
<i>Pre 1/1/20 Base Contribution</i>	\$0.15	\$0.15	\$0.15	\$0.15
<i>Post 1/1/20 Additional Base Contribution</i>	\$0.00	\$0.00	\$0.00	\$0.00
Total Base Contribution	\$0.15	\$0.15	\$0.15	\$0.05
<i>Supplemental Contribution - percentage⁵</i>	16.10%	25.10%	34.80%	45.20%
Supplemental Contribution - cents per hour	\$0.024150	\$0.037650	\$0.052200	\$0.067800
Total hourly contribution	\$0.174150	\$0.187650	\$0.202200	\$0.217800

⁵ Per National Industry Pension Fund Addendum of 10/23/19, "Effective January 1, 2020, if the bargaining parties agree to increase the base contribution rate in a renewal collective bargaining agreement, supplemental contributions will not be required for the increase in the base contribution rate", which was \$0.15 in 2023 in San Diego Zone 2. The supplemental contribution for San Diego Zone 2 as a New Contributing Group is calculated as the indicated percentages of \$0.15.

3. Expansion

The Union and the Employer agree to re-open negotiations on and ensure there is an agreement in place by July 15, 2024 to phase in to Zone 2 the worksites located within the I-15 corridor from Highway 52 to Highway 78, defined as area bordered on North by Rancho Bernardo Rd, on the West by Camino del Sur and Black Mountain Rd, on the South by Scripps Ranch Rd and on the East by Pomerado Rd

SAN DIEGO COUNTY ZONE 3

Zone Three (3) is defined as all job locations that are not: Zone One (1) or Zone Two (2) job locations except that Zone 2 job locations that meet the size exclusion and received Zone 3 wages and benefits under the May 24, 2012 through May 31, 2016 collective bargaining agreement are grandfathered, provided that the Employer provided a copy to the Union of any agreement between the parties stating said terms during negotiations for this contract, as agreed among the bargaining Parties. Any Zone 2 job that meets the size exclusion on/after June 1, 2016 will be subject to the terms of Appendix "F".

Upon completion of the New Hire Program, employees at Zone 3 work sites shall receive no less than the following wages:

Wage Rates.

Effective May 1, 2024 through April 30, 2028, the minimum hourly wage rates for employees with three (3) or more years of seniority shall be as set forth below.

A. Master Minimum Wage Rates – Employees at or over 3 years

Classifications	7/1/24	1/1/25	1/1/26	1/1/27	1/1/28
Janitor	\$16.50	\$17.00	\$17.50	\$18.00	\$18.50
Foreperson	\$0.30 above Janitor rate				
Crew Leader	\$0.25 above classification led				
Buffer, Utility, Waxer Person	\$0.15 above Janitor rate				
Restroom Cleaner	\$0.17 above Janitor Rate				
Shift Premium	\$0.10 in addition to regular pay				
For the purposes of this Agreement, any employee who cleans rest rooms for three (3) hours or more during his/her work shift shall be classified as a RESTROOM CLEANER.					
For the purposes of this Agreement, employees starting to work at or after 11:00pm and before 6:00am shall receive a Shift Premium.					

B. Across the Board Increases

All employees with three (3) or more years of seniority shall receive no less than the specified Across-the-Board increases on the dates specified below, or the wage rate listed above, whichever results in the higher increase. Notwithstanding, the Employer shall receive credit toward the Across-the-Board Increase for any increase granted for the purpose of compliance with a Government Wage Determination during the 12-month period immediately preceding the effective date of the Across-the-Board Increase.

Date	7/1/24	1/1/25	1/1/26	1/1/27	1/1/28
Across the Board increase	\$0.00	\$0.50	\$0.50	\$0.50	\$0.50

C. Minimum Wage Differential

Effective 5/1/24, the Minimum Wage Differential for Zone 3 shall be \$0.50.

In no case shall employees be paid less than either the Master Minimum Wage Rate or the sum of the applicable Government Wage Determination and the Minimum Wage Differential, whichever is higher.

SAN DIEGO COUNTY NEW HIRE PROGRAM

The following will apply to new hires in San Diego County Zone One (1) and San Diego County Zone Two (2) and San Diego County Zone Three (3) and covers job locations which are not subject to San Diego County phase-in agreements:

1. Wage Rates

Effective May 1, 2024 through April 30, 2028, the minimum hourly wage rates for New Hires in Zone One (1), Zone Two (2) and Zone Three (3) shall be as set forth below.

A. Minimum Hourly Wage

Classifications	May 1, 2024
Janitor	Sum of the applicable Government Wage Determination and the Minimum Wage Differential
Foreperson	\$0.30 above Janitor rate
Crew Leader	\$0.25 above classification led
Buffer, Utility, Waxer Person	\$0.15 above Janitor rate
Restroom Cleaner	\$0.17 above Janitor Rate

Starting with the employee’s third (3rd) anniversary date – employees shall receive the wage levels contained in the Agreement depending on the Zone in which they are employed.

2. Benefits

A. Vacation:

All employees employed in the location shall receive: one (1) week of paid vacation after the completion of one (1) year of employment. Upon completion of the location’s San Diego County New Hire Program, all affected employees shall receive paid vacation as outlined in the Agreement in the Zone in which they are employed.

B. Holidays:

All employees employed in the location shall receive: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day as paid holidays. Upon completion of the location’s San Diego County New Hire Program, all employees shall receive paid holidays as outlined in the Agreement in the Zone in which they are employed.

C. Sick Leave:

All employees employed in the San Diego County New Hire Program shall receive sick leave benefits per statutory requirements. Upon completion of the location’s San Diego County New Hire Program, all employees shall receive sick leave benefits as outlined in the Agreement in the San Diego County Zone in which they are employed.

D. Health and Welfare:

Both the Union and Employers agree to solicit the SEIU United Service Workers West San Diego Employers Trust Fund (herein for this Section 2.D called the “Trust”) to periodically assess the viability of implementing a Trust sponsorship. At the discretion of the Trust, employees with 20 months of

employment, who meet the eligibility requirements of their respective Zone as it relates to health benefits but are ineligible for benefits due to their duration of employment, shall have contributions made on their behalf from Trust reserves in the amount corresponding to the building Zone in which each employee is working. The number of eligible employees to receive Trust reserve sponsorship shall be determined at the sole discretion of the Trust. Otherwise, beginning with the employee's 25th month, all affected otherwise eligible employees shall receive health insurance benefits as outlined in the Agreement in the particular Zone in which they work.

Any Health and Welfare benefit costs not covered by the contributions outlined above shall be borne by the Trust reserves. Trust reserve fund contributions are subject to review by the Trust Consultant and annual approval by the Trustees. In the event that the Trust Fund reserves fall below nine (9) months during the terms of this Agreement, any additional benefit costs not covered by Employer and/or reserve fund contributions will be paid by covered employees through payroll deduction.

SAN DIEGO COUNTY ZONE 4 – San Diego Airport

The Employer and the Union agree that bargaining unit employees working in Zone 4, as defined below, shall receive the following minimum wage rates and benefits. Any wage or benefit levels or condition of employment not specifically referenced herein shall be determined by the appropriate Article and/or Section of the Agreement for San Diego County, Zone 1.

Zone 4 shall be described as follows: San Diego International Airport which is the area bounded on the North by the Pacific Highway, on the South by North Harbor Drive and West Laurel St, on the east by McCain and Neville Roads, and on the west by the Pacific Highway and the San Diego Airport’s Quieter Home Program/2722 Truxton Rd, San Diego.

Further the parties agree that all workers and managers are to be treated at all times with dignity, respect, and courtesy.

1. Wage Rates

A. Master Minimum Hourly Wage

Effective October 1, 2023 through April 30, 2028, the minimum hourly wage rates for all employees shall be as set forth below. Effective October 1, 2024, and annually on October 1 thereafter, minimum rates shall increase by the same amount as the across-the-board increases applicable to San Diego County Zone 1.

Classifications & Differentials	10/1/23	1/1/24	10/1/24	10/1/25	10/1/26	10/1/27
Janitor (with less than 15 years seniority)	\$18.85	\$19.35	\$20.65	\$21.75	\$22.75	\$23.40
Janitor (with 15 or more years seniority)	\$19.10	\$19.60	\$20.90	\$22.00	\$23.00	\$23.65
Janitor (with 20 through 24 years seniority)			\$21.05	\$22.15	\$23.15	\$23.80
Janitor (with 25 through 29 years seniority)			\$21.30	\$22.40	\$23.40	\$24.05
Janitor (with 30 through 34 years seniority)			\$21.65	\$22.75	\$23.75	\$24.40
Janitor (with 35 or more years seniority)			\$21.90	\$23.00	\$24.00	\$24.65
Lead/Foreperson	\$1.25 above applicable Janitor rate					
Concessions/Windows/Floors/Licensed Driver	\$0.65 above applicable Janitor rate					
Restroom Cleaner	\$0.25 above applicable Janitor Rate					
Third Shift Premium	\$0.60 above otherwise applicable rate					

Definitions & Application of Differentials
Third shift differential is paid in addition to any other differential.
Classification differential applies for entire shift if assigned to perform work within the named classification. Restroom differential applies for entire shift only if the employee cleans more than two restrooms per shift.
Only one classification differential, the highest applicable, applies per shift. For example, if the employee works four hours cleaning restrooms and four hours cleaning concessions areas, the concession differential will apply for the full shift.
Lead/Foreperson shall refer to bargaining unit employees who, in addition to regular cleaning duties, have the added responsibility of supporting the supervisor by reviewing work areas, evaluating work performance and communicating the supervisor's directives to other employees.
Lead/Foreperson differential also applies when employer assigns a new employee to shadow a more senior employee, who is responsible during that time for demonstrating which tools, chemicals, materials and techniques to use for specific custodial tasks in the work area, such as cleaning bathrooms, detailing, use of floor care equipment/chemicals, recycle/trash procedures, etc.

Minimum wage rates shown in A above are based on San Diego’s 10/1/23 posted minimum wage of \$16.30 and 1/1/24 posted minimum wage of \$16.85. After 1/1/24, these minimum hourly wage figures will change as City’s minimum wage determination changes in order to maintain the minimum wage differentials described in C. below.

B. Across the Board Increases

All employees shall receive no less than the specified Across-the-Board increases on the dates specified below, or the wage rate listed above, whichever results in the higher increase. Notwithstanding, the Employer shall receive credit toward the Across-the-Board Increase for any increase granted for the purpose of compliance with a Government Wage Determination during the 12-month period immediately preceding the effective date of the Across-the-Board Increase.

For example, if the October 1, 2035 Across-the-Board Increase is \$1.00, but the Government Wage Determination obliges the Employer to pay a \$0.25 increase in January of 2035, then that \$0.25 increase counts towards the October 2035 Across-the-Board Increase. On October 1 of 2035, the Employer will pay the employee the remaining \$0.75 of the original Across-the-Board Increase.

Date	10/1/23	10/1/24	10/1/25	10/1/26	10/1/27
Employees under 15 years seniority	\$0.60	\$1.30	\$1.10	\$1.00	\$0.65
Employees with 15 or more years seniority	\$0.85				

Any Across the Board increases negotiated for San Diego Zone 1 employees in the 2024 negotiations for this Agreement will apply for Zone 4 employees in the same amounts and for the same calendar years, to be effective no later than October 1st in 2024 and annually thereafter, for the term of this Agreement.

C. Minimum Wage Differential

Effective 1/1/24, wage rates for employees under this Zone 4 shall be no less than the following fixed hourly amounts above the City of San Diego’s minimum wage rate as posted on the City of San Diego’s website:

<https://www.sandiego.gov/compliance/minimum-wage>

In no case shall employees be paid less than either the Master Minimum Wage Rate or the sum of the applicable Government Wage Determination and the Minimum Wage Differential, whichever is higher.

Classification	1/1/24	10/1/24
Employee with less than 15 years seniority	\$2.50	\$2.50
Employee with 15 or more years seniority	\$2.75	\$2.75
Employee with 20 through 24 years seniority	\$2.75	\$2.90
Employee with 25 through 29 years seniority	\$2.75	\$3.15
Employee with 30 through 34 years seniority	\$2.75	\$3.50
Employee with 35 or more years	\$2.75	\$3.75

2. Health & Welfare

General Conditions

- (a) The Employer and the Union agree to be bound by all the terms and conditions of the Agreement and Declaration of Trust of the SEIU United Service Workers West San Diego Employers Trust Fund (herein called the “Fund”), including the method of selecting the Trustees of the Fund, and all amendments thereto in effect now or which may be made in the future, and all Fund policies in effect now or in the future.
- (b) The Employer agrees to execute any and all documents the Fund uniformly requires of Employers, including but not limited to the “SEIU United Service Workers West San Diego Employers Fund Trust Acceptance and Contract Data” form. The Employer agrees, by execution of this Agreement, to be bound to such documents without regard to whether the Employer executes such documents.
- (c) The Parties agree that the Plan, Plan benefits and health plan/carrier to be utilized shall be determined solely by the Trustees of the Fund.
- (d) The Employer shall provide monthly reports to the Fund in a form and manner as determined by the Fund.

“Employee-only” coverage (including MediExcel family coverage) and eligibility

- a) Beginning with hours worked in May 1, 2024 work month, the Employer shall provide on a monthly basis the sum of up to five hundred and twelve dollars and sixty-four cents (\$512.64) toward the cost of providing each otherwise eligible regular employee with at least two (2) months of continuous service with the employee’s choice of “Plan B” medical, dental and prescription benefits and vision benefits covering the employee only, or MediExcel (cross-border plan) medical, dental, and prescription benefits covering the employee and the employee’s dependents.
- b) In order to be eligible for the insurance benefits described in Paragraph (a) above, a regular employee must also have been employed by the Employer for at least one hundred thirty (130) hours in each of the qualifying months for at least two (2) months; in addition days that otherwise eligible employees are on either Federal or State FMLA or on industrial Injury/illness count as time worked or paid for when determining the hours worked; and further be employed thereafter by the Employer for at least one hundred thirty (130) worked/paid hours per month in the preceding month. Subject to the below MOB and other provisions mentioned in this Article.
- c) There will no carry forward of unused Employer caps to another contract year.
- d) On-Call Employees Health Insurance Coverage: Commencing in May 1, 2024 work month eligible on-call employees shall be eligible for “employee-only” health insurance coverage (\$512.64) or cross-border health insurance coverage (\$512.64) after six (6) months of employment unless prohibited by statute or statutory regulations, provided all other qualifying factors are met. The MOB provisions contained in this Article also apply to on-call employees.
- e) The above notwithstanding, otherwise eligible on-call employees with between six (6) and twelve (12) months of service who enroll in health insurance and subsequently accept a full-time position shall not lose their health insurance coverage upon beginning work as a full-time employee.

“Family” coverage and eligibility

- a) Beginning with hours worked in May 1, 2024 work month, the Employer shall provide on a monthly basis the sum of up to seven hundred and forty-one dollars and seventy cents (\$741.70) toward the cost of providing each otherwise eligible regular employee with at least three (3) years (36 months) of continuous service with “Plan B” medical, dental and prescription benefits and VSP vision benefits covering the employee and the employee’s dependents, without regard to whether any given employee has elected to cover dependents. Effective January 1, 2027 work month, the employees who have completed at least two and one half (2.5) years or thirty (30) months of continuous service shall be eligible for “Plan B” medical, dental and prescription benefits and VSP vision benefits covering the employee and the employee’s dependents, without regard to whether any given employee has elected to cover dependents.
- b) In order to be further eligible for the insurance benefits described in Paragraph (a) above, a regular employee must have been employed by the Employer for at least one hundred thirty (130) hours in each of the qualifying months for at least ten (10) months within the previous twelve (12) months of continuous service — in addition, days that otherwise eligible employees are on either Federal or State FMLA or on industrial Injury/illness count as time worked or paid for when determining the ten (10) months out of twelve (12) months rule— and further be employed thereafter by the Employer for at least one hundred thirty (130) worked/paid hours per month in the preceding month. Subject to the below MOB and other provisions mentioned in this Article.

Maintenance of Benefits (MOB)

- a) Commencing with September 2023 hours and continuing with June hours in every succeeding year during the term of this Agreement, in the event the Employer is required by the Fund to raise rates, the Employer’s maximum contribution will be capped at no more than six percent (6%) above the

preceding year’s premium toward the cost of providing each otherwise eligible regular employee with the corresponding benefits described in this Article. Any amount in excess of the Employer’s cap will be paid by the employee via payroll deduction, up to a total of twelve percent (12%) above the preceding year’s premium. Any amount in excess of twelve percent (12%) above the preceding year’s premium shall be shared equally between the Employer and the employee via payroll deduction.

- b) In the event the Employer is required by the Fund to raise rates above the rates as outlined in this Article, the Union and the Employer agree to meet to discuss the impact of those increases and whether to reduce wages or take away an increase to cover the amount needed above the Employer’s cap. Any employee contribution agreed to by the Union and the Employer shall be absorbed by the employee via payroll deductions.

Employee contributions

- a) Each otherwise eligible regular employee who qualifies for “employee-only” coverage (including MediExcel Family cross-border plan coverage must pay a monthly contribution of five (\$5.00) dollars monthly for employee-only health insurance benefits. Each otherwise eligible regular employee who qualifies for employee and eligible dependent (excluding MediExcel cross-border plan coverage) coverage must pay ten (\$10.00) dollars monthly for family health insurance benefits. Said payment shall be paid via payroll deduction. Effective January 1, 2025, employees will no longer be required to to pay either the five (\$5.00) dollar monthly contribution for employee-only health insurance benefits or the ten (\$10.00) monthly contribution for family health insurance benefits via payroll deduction or any other means.
- b) The Employer is hereby authorized, if necessary, to make the payroll deduction necessary to make the required contributions to the Trust Fund as authorized by California Labor Code Section 224.

3. Holidays

- (a) Paid Holidays. The following days shall be observed as holidays with pay for all employees employed by the Employer.

New Years Day	Martin Luther King’s Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day
Two (2) floating holidays per contract year.	

In order to be eligible for any of the floating holidays employees must give the Employer at least one (1) week’s advance notice; said floating holidays must be used each contract year; the ability to take a floating holiday is subject to the Employer’s operational needs and seasonal blackouts.

- (b) Holidays Worked. All employees scheduled to work on their days off shall be paid at the rate of time and one-half. Where an employee’s shift runs through midnight, no time and one-half

shall be paid if the employee receives one full shift off, either the shift running into the holiday or the shift commencing the holiday

- (c) Rate of Holiday Pay. Pay for holidays not worked shall be at the employee’s regular straight time hourly rate of pay. Any employee who works forty (40) hour weekly schedule shall receive not less than eight (8) hours pay for the holiday, regardless of the number of hours the employee would have been scheduled to work on the day the holiday is observed. When work is performed on a holiday, time and one-half shall be paid in addition to the straight time allowed for holidays.
- (d) In order to be eligible for holiday pay, an otherwise eligible employee must have worked his/her scheduled shift before and his/her next scheduled shift after the holiday; unless he/she provides verification of a doctor’s excuse for said absence.

4. Vacations

Effective October 1, 2023, an employee working under this Zone 4 shall be entitled to the following vacation benefits, based on their Union seniority date:

Seniority	Annual Vacation Benefit
1 year of service	5 days
2 years of service	10 days
5 years of service	15 days
15 years of service	20 days

5. Blackout Periods

Blackout periods shall not exceed the established period of November 15th through January 15th.

6. Sick Leave

Effective October 1, 2023, the following terms and conditions shall apply:

- (a) Eligibility. All Employees shall have six (6) days sick leave with pay each contract year. Unused sick leave benefits shall be cumulative from year to year to a maximum of thirty (30) days. Sick Leave shall be accrued on the following basis for newly hired full-time employees hired on a date other than the anniversary date of this Agreement, on-call, and part-time workers. These employees shall accrue sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked up to an annual maximum of forty-eight (48) hours.
- (b) Doctor’s Certificate. It is agreed that the Employer will accept medical certificates issued by doctors in Mexico that have the clinic and/or doctor’s name listed with a telephone number.
- (c) Sick Leave Cash Out: Accumulated and unused paid sick leave days may be cashed out in December of each year. Said rate of cash out to be at the rate of fifty (50%) percent of the annual accrual rate. (e.g. - the maximum cash out in any one year would be at the unused annual accrual rate at 50%. The employee could elect to accrue at 100% (30 days max) in lieu of the 50% cash out option. In cases where employees are at the max accrual, the 50% cash out would be automatic. As a further example, if the annual accrual rate is six (6) days per year an employee who accumulates said six (6) days and elects to cash out the six (6) days

he/she would be buy out the six (6) days at 50%, thus leaving zero accumulation upon the buyout.)

- (d) Notification: Employee will provide proper notification to Employer at least four (4) hours prior to calling off work to allow the Employer adequate time for a good faith effort to find backfill coverage. Just cause provisions for discipline related to notification apply as with any other discipline, including factors such as emergencies, accidents and sudden onset of illness or symptoms.

7. Death in the Family

All employees covered by this Agreement who have been continuously employed by the Employer for a period of at least six (6) months shall be entitled to three (3) days of paid leave of absence, if necessary, upon the death of any person in his/her immediate family. All other terms regarding Death in the Family shall be governed by Article XVIII.2 of the SCMCA.

8. Leaves of Absence

- (a) Illness or Injury Leave. Any employee with at least one (1) year of service shall be granted a leave(s) of absence up to a period of six (6) months for a bona fide illness or injury, and shall be restored to his/her regular job upon presentation of a doctor's certificate that he or she is able to return to work.
- (b) Personal Leave. Upon advance notice of two (2) weeks, an employee shall be entitled to a leave of absence, without pay, of up to thirty (30) days. Such leave may be renewed for good cause. All emergency Leave must be dealt with immediately.
- (c) Union Leave. Employees designated by the Union will be allowed to take a leave of absence without any loss of rights, including their current work assignment, not to exceed thirty (30) days. This leave will be limited to no more than two (2) employees at a time unless the Employer agrees to release more employees. Such leave may renew for additional thirty (30) day periods upon approval of the Employer. Notice of such leave must be made at least three (3) working days in advance and approved by the management. Such approval will not be unreasonably denied. Failure to provide (3) days' notice may result in the denial of the leave request, at the Employer's discretion. The employee will notify the Employer at least twenty-four (24) hours prior to returning to his/her regular job. In some circumstances, the Union may request a leave of up to 6 months subject to the operational needs as determined by the Employer, provided the Union gives three (3) days' notice to the Employer of such leave request. No such leave is allowed during peak travel periods without express permission from the Employer.

9. Union Representatives

- (a) It is agreed that the Union will notify the Company eight (8) hours in advance of any site visitation. It must be understood that client rights and business must be protected and that they and they alone control access to the site, unless they release control to the Employer. The Union may also visit the airport with less than eight (8) hours' notice on approval from the Company.
- (b) Steward Training. The Union will be given eighty (80) paid hours of training per year for stewards and alternates. The Union shall give the Employer as much advance notice as possible so scheduling arrangements can be made when employees are off duty.

10. Working Conditions

- (a) Uniforms. If uniforms/smocks or special work-shoes are required by the Employer, the Employer will furnish and maintain the same in good repair. However, in those instances where the uniforms

furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the contract, by the Employer, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance cost. The Company shall furnish an additional shirt to Employees at no additional cost to the Employee, provided the employee presents for exchange the worn uniform. There shall be a total of five (5) uniforms issued by the Employer and replaced as needed:

- a. (1) one pair of shoes, three (3) shirts and three (3) pants at the time of hire, and
- b. A total of five (5) shirts upon completion of probation

In addition, the Employer agrees to provide an adequate supply of rain gear to be utilized as needed.

A payroll deduction will be made for all lost/damaged items (not due to normal wear and tear) at a predetermined cost as established with the supplier. The Company will furnish the Local with an updated list of costs. This list will only be amended as costs rise or fall.

- (b) Lockers. Employer agrees to make every effort to provide a suitable area for employees to care for their clothing and valuables.
- (c) First Aid. The Employer agrees to maintain an emergency first aid kit in each terminal. Said kit is to be checked and restocked on the first day of the month, in the company of a Union steward. If necessary and upon request, will restock particular items that may run out during the course of the month.
- (d) A repair request log shall be kept in a visible location including but not limited to the following equipment: tilt trucks, all motorized equipment (such as power washers, wet/dry vacs, buffers) and barrels. The log shall indicate the date of requests and repairs will be completed within three (3) calendar days of each request, depending on availability of parts for certain types of equipment. The Employer will notify the Union when and why repairs are delayed.
- (e) The Employer agrees to supply, maintain, and replace all tools, equipment, cleaners, polishes, rags, brushes, brooms, mops, wax, etc., necessary for the employees to perform their duties. The Employer shall furnish rubber gloves upon request from the employee assigned to the restroom and those using caustic materials. Employee must return re-usable equipment item in order to have the item replenished. Employee must notify the Supervisor if an item is missing at the beginning of the shift. Employees will not be subject to discipline for failure to complete tasks due to the Employer's failure to comply with the provisions above.
- (f) No employee covered under this Zone 4 shall be sent or transported to other employer sites outside of Zone 4.
- (g) All awarded areas shall be made in writing and available to the employee no later than three (3) days after notification of award and prior to starting new assignment. Said award letters shall include the following, starting and end points of areas, task frequencies, specs, area number, and schedule with days off.
- (h) Employees shall not be required to wear safety vests while working indoors or in areas where there is no motorized traffic.
- (i) The employer agrees to use its best efforts to recruit a sufficient number of On Calls to cover all shifts and days.

11. Seniority

- (a) Employer must fill all vacancies with senior regular employees. Employer must then fill all vacancies created by vacant regular workers with most senior personnel On Call to fill positions. All hired workers must be by seniority in their respective classifications.
- (b) Employer will maintain as well as furnish to the Union with, by no later than the seventh (7th) day of each month, both regular and on Call seniority lists.
- (c) The Employer will post all known promotional jobs and vacancies for a period of five (5) working days so that employees may bid on the openings and give a courtesy call to employees who are on vacation to inform them of the new posting. The employer will notify the Union via email of the date and time of the call. It is the responsibility of the employee to always provide the employer with his/her current phone number. The Employer agrees to post vacancies with a copy of all-promotional jobs and vacancies to be sent by Fax/email to Union office the same day as posted. Any Employee who wins the bid must accept the position that was bid upon and begin working in that position within seven (7) calendar days from the date the employee wins the bid, barring unusual circumstances or operational difficulties. His or her old position is no longer available to the winning bidder.
- (d) If an On Call employee works in a position for 3 months and is not covering for an absent employee or on a special project, the company must post the position.
- (e) The company must notify the Union in writing about special projects that will be for at least 45 days.

12. Discipline and Discharge

- (a) The employer must provide employees with a written copy of all discipline in a timely fashion, upon completion of an appropriate investigation by the employer. In the event of attendance-related matters and job performance issues, such written copy shall be provided within fourteen (14) calendar days. For other types of discipline, or in case of extraordinary circumstances, this period may be extended up to an additional seven (7) calendar days by mutual agreement of the parties. In case of unusual circumstances require more time to investigate, the union shall not unreasonably withhold consent to an extension total of thirty (30) days. As per the current practice, issues for job performance and attendance shall be on separate disciplinary tracks.
- (b) Upon written request by either party, prior to disciplinary action, the Union and the Employer will meet to investigate the reason(s) for the proposed disciplinary action. If the investigation establishes that additional training is required, a process requires review, different tools are required or if the employee requests a medical evaluation for the reasonable accommodation process, then the Employer will not discipline until these steps are completed and the parties can reconvene to evaluate next steps. This process will not impact the employee's access to the grievance procedure or set aside disciplinary timelines.

13. Subcontracting

All duties performed in Zone 4 by employees under the jurisdiction of the Union shall be performed by employees of the Employer. However, the Employer will utilize a subcontractor, to provide supplemental labor and said subcontractor assumes a co-equal responsibility for the terms and conditions of this contract. However, the Employer shall bear full responsibility for subcontractor compliance with the contract.

If the Employer is to utilize a Labor Contractor, said Labor Contractor shall assume coequal responsibilities for the terms and conditions of this Contract.

The Employer shall provide 30 days' notice to the Union before subcontracting any bargaining unit work. If the Airline Consortium mandates subcontracting which could affect hours or positions within the bargaining unit, the Union and the Employer will evaluate alternatives to see if it is possible to minimize any negative effect on the employees. This thirty (30) days' notice as to window cleaners shall not apply, if in the opinion of the Employer it is not practical.

14. Involuntary Transfers

Employees may be transferred from a job site to another job site within Zone 4 pursuant to the Employer's client's request. Transfers of employees required by clients shall be confirmed in writing by the Employer and a copy of the client's request, if one is available, will be provided to the Union. Said employees will be transferred to another job location at the contract scale rate with no loss of seniority. The Union is free to grieve the wage rate of employees whose wage rate is lowered as a result of such transfer. It is understood that such transfers are not part of the disciplinary process; however, if it can be established the employee violated the Employer's rules or policies, the Employer is free to issue progressive discipline concurrent with the transfer.

The affected employees will be transferred to a vacant position in Zone 4 as soon as is reasonably possible, not to exceed ten (10) working days. During the aforementioned 10 working days, the employer will pay up to ten (10) working days towards Health and Welfare eligibility. If there is not a vacant position, or a voluntary swap is not feasible, the least senior person in the terminal to which the affected employee is being assigned shall be required to take the position of the employee being transferred.

In the event the Employer's client refuses to permit a swap of a Day Porter, Foreperson, or Airline Club position, the Employer may temporarily place the affected Day Porter, Foreperson, or Airline Club Position in a lower position. The affected employee shall retain first preference for any Day Porter, Foreperson, or Airline Club position that becomes available until the employee returns to his or her former classification.

The position left vacant by the affected employee will be filled through the job posting process detailed in this Agreement. In the case of an employee who refuses a swap/transfer or referral to a position to a similar work area the employer may place the affected employee on the temp list.

15. On Call Procedures

"On Call" shall refer to any employee who is assigned to cover the areas of absent employees or tag work and has not yet been assigned a permanent station.

On Calls shall have "On Call" based seniority only. On Calls must select 2 shifts—either 1st and 3rd or 2nd and 3rd. The On Calls shall be rotated between the shifts they have selected on a quarterly basis.

All On Call may refuse to report to fill temporary vacancies which occur. If he/she elects not to work that shift any five times, he/she will be removed from the On Call list.

When an On Call employee is promoted to regular status and refuses a job assignment, he/she will be removed the On Call seniority and placed at the bottom of On Call list with the least seniority.

Any On Call employees who have accepted regular status but later elect to vacate the regular position will be placed back at the bottom of On Call list with the least seniority.

16. Monthly Labor Management Meetings

The parties agree to conduct monthly labor management meetings on the second Thursday of each month. These dates are to remain firm unless the parties have rescheduled on a mutually agreed upon new date no less than 48hrs in advance of the scheduled date.

17. Industry Funds

1) Maintenance Industry Labor-Management Cooperation Trust Fund ("MCTF")

- a) Effective January 1, 2024, the Employer shall contribute to MCTF two cents (\$0.02) per hour for each hour paid into the which was established in January 1999.
- b) Effective October 1, 2024, the Employer shall contribute to MCTF three cents (\$0.03) for each hour paid into MCTF.
- c) Effective October 1, 2025 the Employer shall contribute to MCTF four cents (\$0.04) for each hour paid into MCTF.
- d) Effective October 1, 2026, the Employer shall contribute to MCTF five cents (\$0.05) for each hour paid into MCTF.
- e) Effective October 1, 2027, the Employer shall contribute to MCTF seven cents (\$0.07) for each hour paid into MCTF.
- f) Said contributions shall be subject to and used solely for the purposes set forth in the Declaration of Trust establishing the Maintenance Industry Labor Management Cooperation Trust Fund dated January 1, 1999 ("Declaration of Trust") and any amendments thereto.
- g) Said Trust and the Employers' obligations to make contributions to said Trust as provided in paragraph A of this Article shall continue through, but not beyond the earlier of the following dates: (1) April 30, 2028; or (2) the date on which such Trust is terminated pursuant to Article VIII, Section 8.1 of the Declaration of Trust.
- h) Employers' contributions to the Trust shall be used solely for the purposes set forth in Article I, Section 1.2 of said Declaration of Trust.

2) Leadership Training & Education Trust Fund

a) Building Skills Partnership ("BSP") Contribution

- i) Employer BSP contributions to the LTEF Trust shall be used for the purpose of providing job skills and education programs through Building Skills Partnership for employees covered under this collective bargaining agreement. The purpose of the LTEF Trust is as set forth in Article 1, Section 2 of the Declaration of Trust.
- ii) Effective January 1, 2024, the Employer shall contribute to LTEF for BSP programs two cents (\$0.02) per hour for each hour paid into the which was established on June 1, 2000.

b) YaBasta! Contribution

- i) YaBasta! contributions will be made to the LTEF trust fund, which will contract with YaBasta! to provide sexual harassment training required by the California Labor Code Section 1429.5. Employer contributions to the trust fund for this purpose shall satisfy the payment requirements to a third-party training organization as provided by California Labor Code Section 1429.5 and is specifically intended to be an "alternative payment arrangement" as provided by California Labor Code Section 1429.5(e) such that contributing Employers will not be required to pay \$65.00 per person for training sessions, or any other amount beyond the amount contributed under this provision.

YaBasta! will be required to conduct 2-hour training sessions of sufficient frequency to train janitors covered by this collective bargaining agreement.

- ii) Effective January 1, 2024, the Employer shall contribute to LTEF for YaBasta! programs two cents (\$0.02) per hour for each hour paid into the which was established on June 1, 2000.
- iii) Effective October 1, 2024, the Employer shall contribute to LTEF for YaBasta! programs three cents (\$0.03) per hour for each hour paid into LTEF.
- iv) Effective October 1, 2026, the Employer shall contribute to LTEF for YaBasta! programs four cents (\$0.04) per hour for each hour paid into LTEF.
- v) Effective October 1, 2027, the Employer shall contribute to LTEF for YaBasta! programs six cents (\$0.06) per hour for each hour paid into LTEF.

**APPENDIX G –
POLICIES ON SEXUAL HARASSMENT AND ASSAULT; WAGE AND HOUR PROTOCOL****A. Special Provisions Regarding of Sexual Harassment or Misconduct**

The Union and the Employer agree that male and female workers should have access to information about their rights in the workplace, including rights to be free from sexual harassment in the workplace. Accordingly, the Employer and the Union agree to the following concerning sexual harassment and complaints of sexual harassment in the workplace:

1. The Employer prohibits sexual harassment in the workplace of its employees and applicants for employment by any employee, non-employee, or applicant. Such conduct may result in disciplinary action up to and including dismissal.
2. The Employer will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow employees, supervisors, or non-employees who conduct business with the Employer.
3. Sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - (a) Submission to, or rejection of, such conduct is used as the basis for promotions or other employment decisions;
 - (b) The conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.
 - (c) Sexual assault is a criminal offense which may be immediately reported to the police and to the Employer if it is any way work related.

Employees are entitled to work in an environment free from sexual harassment and a hostile or offensive working environment. Sexual harassment is unlawful discrimination, as is severe and pervasive conduct that belittles or demeans any individual on the basis of race, religious creed, color, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual preference, or other similar characteristics or circumstances.

No manager or supervisor shall threaten or imply that an employee's refusal to submit to sexual advances will adversely affect that person's employment, compensation, advancement, assigned duties, or any other term or condition of employment or career development. Sexual joking, lewd pictures, and any conduct that treats employees of one gender as sex objects are prohibited.

4. Employees who have complaints of sexual harassment may (and are encouraged to) report such complaints to their supervisor. If this person is the cause of the offending conduct, the employee may report the matter directly to the person designated by the Employer to receive such reports or through other proper channels established by the Employer, such as an employee hotline. Employer personnel will abide by proper standards of professionalism and respectful conduct towards employees while taking reports and performing investigations of sexual harassment. Confidentiality of reports and investigations of sexual harassment will be maintained to the greatest extent possible.

In the event that an employee makes a report involving persons not employed by the Employer, e.g., a building tenant or visitor, the Employer will forward copies of such report to the property owner or

manager and request that they take immediate and appropriate steps to assure that any harassment stops.

In the case of investigations which involve one (1) or more employees covered under this Agreement, the Employer will make all possible efforts to complete the investigation within two (2) weeks, and both the Employer and the Union shall cooperate with one another in such investigations. Such cooperation shall include full access to all non-privileged investigatory documents prepared by the Employer. The Employer shall ensure that the Union receives all material information to thoroughly evaluate the underlying facts.

Employer will maintain a hotline through which employees should file initial reports of sexual harassment or work-related assault.

5. Upon receiving a report of sexual harassment or assault, the Employer will take reasonable steps to ensure the accused does not have contact with the person(s) they are alleged to have harassed or assaulted, until such time as the Employer has completed its investigation and made a determination as to the claim. The Employer may suspend accused employees without pay pending investigation. The Employer also may transfer accused employees between work sites on a temporary basis in order to comply with this Section A. If an employee is suspended after being accused of sexual harassment at work, he/she will be paid for all hours lost if following the investigation, the complaint is determined to have been unsubstantiated. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.
6. Any manager, supervisor or employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be subject to disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.
7. Employer will not in any way retaliate against any individual who makes a report of sexual harassment nor permit any employee to do so. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to appropriate disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

Examples of such retaliation include, but are not limited to, the following: discipline, unfavorable or disparate treatment, ostracization/isolation, or transfer to another worksite (except for voluntary transfers,). If an employee is suspended after reporting having been the target of sexual harassment at work, he/she will be paid for all hours lost when the report is verified to be correct.

8. The Employer shall provide to all new bargaining-unit employees an orientation on the policies and rules regarding Sexual Harassment and Sexual Assault reasonably soon after the employees commence employment, within sixty days. Training shall be conducted in conformity with standards to be established by the State of California, Department of Industrial Relations (DIR), and shall cover at least the following topics:
 - a. definitions of workplace sexual harassment and assault;
 - b. potential consequences for perpetrators of workplace sexual harassment and assault;
 - c. information on representatives of the Employer to whom an employee can report cases of workplace sexual harassment and assault;

- d. community and mental health resources locally available for survivors of workplace sexual harassment or assault; including the East L.A. Women’s Center Hotline;
- e. strategies of defense.

In addition, the Employer shall provide updated training on the topics listed above to all bargaining-unit employees at least once per year.

The Employer shall maintain records to document the trainings listed above and participation by bargaining-unit employees.

- 9. The Employer shall provide the trainings listed above to all supervisory personnel, and in addition shall train them on their role in taking corrective action when incidents occur.
- 10. The Employer shall adopt and implement a workplace sexual assault and sexual harassment prevention plan which complies with California law, in conjunction with the Union.
- 11. The Union will maintain and distribute to its members a list of organizations which provide assistance to survivors of sexual harassment or assault.
- 12. Employees who in good faith report sexual harassment or assault will be permitted to take any accrued paid leave time to seek assistance from a listed organization. The Employer may, at its discretion, require written evidence of such assistance.
- 13. Employees with supervisory authority as defined by Section 2(11) of the National Labor Relations Act may not engage in sexual or romantic relationships with a subordinate employee.

B. Wage and Hour Protocol**1. Introduction**

For purposes of this Protocol, a "Party" may be the Employer, the Union, an individual bargaining-unit employee, or a group/class of bargaining-unit employees. The term "Parties" refers collectively to the Employer, the Union, an individual employee, and a group/class of employees.

The Parties to this Agreement, including individual bargaining-unit employees and/or a group/class of bargaining-unit employees, agree to resolve on an individual basis solely and exclusively through the binding mediation and arbitration process set forth in this Protocol any and all claims alleging violations of any wage and hour laws and/or meal and rest period laws, including but not limited to claims alleging a failure to pay the minimum wage, overtime pay, or vacation pay, alleging a failure to provide accurate wage statements, alleging a failure to pay premium wages and/or penalties for missed meal and/or rest breaks, alleging a failure to timely pay final wages, and/or alleging a violation of the federal Fair Labor Standards Act, the California Labor Code, any Wage Orders issued by the California Industrial Welfare Commission, or any similar local law, ordinance or policy, including an alleged violation of the Business and Professions Code Section 17000 et seq. (the Unfair Competition Law) premised on the violation of a wage and hour provision, (collectively "Covered Claims").

As to any Covered Claims, each Party mutually agrees to waive to the maximum extent permitted by law the right to jury trial and to bench trial, and the right to bring, maintain, or participate in any class, collective, representative, or private attorney general action, including but not limited to any actions under the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq., or any other similar laws, whether in arbitration or otherwise, to the full extent permitted by applicable law ("Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the Rules of the American Arbitration Association, the Parties further agree that any claim that all or part of this Class Action Waiver is unenforceable, void, or invalid for any reason, and whether a claim is arbitrable, shall be determined by the arbitrator and not by a civil court. In any case in which there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, void, or invalid for any reason, (1) the unenforceable, void, or invalid portion(s) of the Class Action Waiver shall be severed from this Agreement, (2) all remaining portion(s) of the Class Action Waiver shall be enforced, and (3) to the extent there are any claims to be litigated in a class, collective, representative, and/or private attorney general action, they must be litigated in a civil court of competent jurisdiction and not in arbitration, and the Parties agree that litigation of those claims shall be stayed pending the outcome of the arbitration of any individual claims.

The Union will pursue a policy of evaluating Covered Claims and bringing such claims to arbitration where appropriate. To this end, the Parties establish the following system of binding mediation and arbitration to be the sole and exclusive method of resolving all Covered Claims, whenever they arise. The Union and the Employer want those covered by this Agreement – and any attorneys representing employees – to be aware of this protocol, which makes mediation and arbitration the sole and exclusive method of resolving all Covered Claims applicable to bargaining-unit employees, even where the Union has declined to bring such Covered Claims to arbitration.

2. Mediation

- (a) Whenever a Party to this Agreement, including an individual bargaining-unit employee, intends to pursue a Covered Claim against another Party/ies to this Agreement, including an individual bargaining-unit employee, notice shall be provided of such claim to the Union, the Employer and the affected employee(s), and the matter shall be submitted to mediation, absent prior resolution through informal means. A notice of claim shall be filed within the applicable statutory statute of limitations, provided that if an employee has timely filed such claim in a forum provided for by statute, the claim will not be considered time-barred (but will nevertheless be subject to this Protocol).
- (b) Promptly following receipt of the notice, the Parties shall make request to the American Arbitration Association ("AAA") for the appointment of a Mediator to mediate the dispute. In all cases Mediators appointed by AAA shall be attorneys with appropriate training and experience in the conduct of mediations, and significant knowledge of employment statutes. The Union and Employer mutually commit to appointing mediators with appropriate skill and experience, as they view mediation as the important step in which many claims will be resolved.
- (c) As an alternative to the AAA appointment process described above, the Parties – or the Employer and the employee attorney or representative – may select and appoint their own Mediator upon mutual agreement.
- (d) Within 30 days of being appointed, the Mediator shall notify the parties of his/her appointment and schedule a pre-mediation conference. At the conference, the Parties shall discuss such matters as they deem relevant to the mediation process, including discovery. The Mediator shall have the authority, after consulting with the Parties, to (1) schedule dates for the exchange of information and position statements, and (2) schedule a date for mediation.

Any disputes shall be decided by the Mediator. In the event the Mediator concludes that there has not been good faith compliance with his/her directives, including directives as to the holding of conferences and the conduct of discovery, the Mediator may, after notice and an opportunity to be heard, order appropriate sanctions.
- (e) The entire mediation process is a compromise negotiation for the purposes of the Federal Rules of Evidence and the California Evidence Code.
- (f) At the mediation, each party shall be entitled to present witnesses and/or documentary evidence. The Mediator shall be entitled to meet separately with each Party for the purpose of exploring settlement.
- (g) At the conclusion of the mediation, the Mediator shall be entitled to make a proposal to the Parties of a settlement agreement. Neither Party shall be required to adopt the proposal.
- (h) Mediation shall be completed before the claim is further processed on the merits in arbitration, as provided by Section 3, below.
- (i) The fees of the Mediator shall be split equally between the Employer and the Union when the Union is pursuing the Mediation on behalf of an employee or group/class of employees. If the Union has declined to pursue the Mediation, the fees of the Mediator shall be borne by the Employer.

3. Arbitration

- (a) With respect to those circumstances in which the Union has elected to pursue arbitration on behalf of an individual bargaining-unit employee or group/class of individual bargaining-unit employees' Covered Claims under this Appendix G.B, such arbitration shall be conducted pursuant to "Article XXIII – Grievance and Arbitration" of this Agreement. The arbitrator appointed to decide such claim(s) shall have the same authority as described in Section (b)(ii) below.
- (b) With respect to those circumstances in which the Union has declined to pursue arbitration on behalf of an individual bargaining-unit employee's or group/class of bargaining-unit employees' Covered Claims under this Appendix G.B, and the employee or employees are desirous of litigating the claim, the following arbitration process shall be followed exclusively. The arbitration process described herein will be available to employees who are represented by counsel and to those who are unrepresented by counsel and shall constitute the exclusive method of resolving such disputes.
- (i) The Employer and employee's representative shall obtain from the American Arbitration Association ("AAA") a list of arbitrators who (1) are licensed attorneys, and (2) are qualified to decide employment-related cases. In the event that mediation fails and an employee or group/class of employees wish to continue to pursue the claim, in the circumstances described in paragraph (a), above, the list of arbitrators provided by the AAA shall be made available to the individual employee(s) and the Employer by the AAA, and the arbitrator shall be selected according to the AAA National Rules for Employment Disputes ("AAA Rules"), unless otherwise agreed by the parties. The fees of the arbitrator will be paid by the Employer, and any such arbitrations shall be conducted pursuant to the AAA Rules, except as expressly set forth herein, and any disputes about the manner of proceeding shall be decided by the arbitrator selected.
- (ii) Any such arbitrations shall be conducted pursuant to the AAA National Rules for Employment Disputes, except those rules pertaining to administration by the AAA and the payment of fees, and any disputes about the manner of proceeding shall be decided by the arbitrator selected. The arbitrator shall apply the substantive law (and the laws of remedies, if applicable) of the state in which the Covered Claims arose, or federal law, or both, as applicable to the Covered Claims, shall apply the Federal Rules of Evidence, and shall apply the Federal Rules of Civil Procedure regarding discovery. The arbitrator is without jurisdiction to apply any different substantive law or law of remedies. The arbitrator can order the same individual remedies that a judge could in a court of law, including injunctive relief, and has the authority to consider motions to dismiss and motions for summary judgment or summary adjudication. Should any party refuse or neglect to appear for, or participate in, the arbitration hearing, the arbitrator shall have the authority to decide the dispute based upon the evidence presented. The arbitrator's written decision shall: (i) issue within thirty (30) days of the conclusion of evidence; (ii) state the reasons to support the decision; and (iii) be based on governing law and evidence cited.
- (iii) The Union will not be a party to the arbitration described in this subsection 3(b), and the arbitrator shall not have authority to award relief that would require amendment of this Agreement or other agreement(s) between the Union and the Employer, or conflict with such Agreements. Similarly, any mediation and/or arbitration outcome shall have no precedential value with respect to the interpretation of this Agreement or any side letters of understanding pertaining thereto.

This Protocol is governed by and enforceable under the Federal Arbitration Act (“FAA”), the Protocol shall be interpreted under the FAA, and both the Employer and the Union agree that the Employer, its employees and the Union are engaged in interstate commerce as part of the Employer’s business.

- (iv) Except as provide in Section 4 of this Protocol (PAGA Waiver), nothing in this Protocol precludes any employee from filing a charge or from participating in an administrative investigation of a charge before an appropriate government commission, body, or agency, be it federal, state or local. Similarly, this agreement does not preclude the parties from conciliating any charge pending before an appropriate government commission, body or agency.

4. PAGA Waiver Pursuant to California Labor Code Section 2699.8 (SB 646 – Herzberg – 2021)

- A) The parties agree that this Agreement provides for wages (Article XIV), Hours of Work (Article XIII) and Working Conditions (Article VIII) of employees and provides premium wage for all overtime hours worked (Article XIII.B).
- B) The parties further agree that this Agreement requires the Employer to pay all non-probationary workers working in certain worksites, total hourly compensation, inclusive of wages, health insurance, pension, training, vacation, holiday, and fringe benefit funds, amounting to not less than 30 percent more than the state minimum wage rate. Specifically, non-probationary employees working in “Area 1” as defined in the Agreement receive the following categories of compensation amounting to not less than 30 percent more than the state minimum wage rate:

PAGA HOURLY PACKAGE CACLULATION - SOUTHERN CA MAINTENANCE CONTRACTORS AGREEMENT										
BASED ON LOWEST POSSIBLE ECONOMIC PACKAGE FOR NON-PROBATIONARY EMPLOYEE										
Effective Date	Non-Probationary Wage Rate	Health Insurance Converted to Hourly Rate	Pension Contribution	Traning Fund Contribution	Vacation Pay Converted to Hourly Rate	Holiday Pay Converted to Hourly Rate	Other Fringe Benefit Contribution Rates Per Hour	Total Hourly Compensation	California Minimum Wage*	Percent Above California Minimum Wage
5/1/2024	\$ 22.15	\$ 7.71	\$ 1.01	\$ 0.12	\$ 1.28	\$ 0.68	\$ 0.10	\$ 33.05	\$ 16.00	107%
5/1/2025	\$ 23.15	\$ 8.02	\$ 1.01	\$ 0.12	\$ 1.34	\$ 0.71	\$ 0.10	\$ 34.45	\$ 16.56	108%
5/1/2026	\$ 24.15	\$ 8.34	\$ 1.01	\$ 0.13	\$ 1.39	\$ 0.74	\$ 0.10	\$ 35.87	\$ 17.14	109%
5/1/2027	\$ 25.15	\$ 8.68	\$ 1.31	\$ 0.15	\$ 1.45	\$ 0.87	\$ 0.10	\$ 37.71	\$ 17.74	113%

* projection for 2025 forward based on statutory maximum annual increase of 3.5%

- C) It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are redressable pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), set forth at Labor Code Section 2699. Such claims shall be resolved exclusively through the procedures set forth in this Wage and Hour Protocol and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner (Division of Labor Standards Enforcement).
- D) This Agreement expressly waives the requirements of PAGA as provided in Labor Code Section 2699.8 and authorizes the arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

E) Signatory Employers are advised that Labor Code Section 2699.8(c) provides that, within 60 days of entering into this Agreement, they share with the Labor and Workforce Development Agency the following information:

- 1) Name of Janitorial Contractor;
- 2) Name of Labor Organization (SEIU United Service Workers West);
- 3) The number of Employees Covered by the Agreement
- 4) The duration of this Agreement (05/01/2020 through 04/30/2024)

APPENDIX H - ORANGE COUNTY NON-COVERED LOCATIONS**Organizing**

This Appendix I is entered into on the 1st day of May, 2024 by and between SEIU-USWW (hereinafter referred to as the "Union") and _____ (hereinafter referred to as the "Employer") and will set forth the intent of the Parties hereto concerning the application of certain language contained in Article XVI – "Non-Covered Locations", Section L.1, and is expressly limited to situations where the Union is engaged in a "good faith active organizing drive(s) at certain specific "No-Covered" job locations. The Employer and the Union agree as follows:

1. The language contained in Article XIII, Section L.1 – "Non-Covered Locations" of the Orange County Maintenance Contractors Agreement (2003-2008) shall remain in full force and effect unless expressly modified by the language contained herein by the terms and conditions set forth in this document.
2. The Union shall notify the Employer(s) in writing that it is conducting a "good faith" active organizing drive at a particular job site(s) being serviced by a non-signatory cleaning contractor.
3. The Employer and the Union shall meet as soon as reasonably possible thereafter to discuss a list of Non-Covered locations (job sites) directly affected by the Union's "good faith" active organizing campaign. The Union shall request that the Employer shall not implement an Appendix A of the 2003-2008 Orange County Maintenance Contractors Agreement at those locations, and the Employer shall not unreasonably withhold consent based on the Union meeting the requirements as outlined in paragraph 5 below.
4. Any job site listed pursuant to paragraph 3 above shall automatically be reviewed every six (6) months from the date it was originally put on the list mentioned in paragraph 3 above.
5. An active organizing drive shall be comprised of, but not limited to, three of the following conditions:
 - a. The Union must be actively engaged in organizing employees at affected job site(s).
 - b. The Union must be actively engaged in reaching out to the affected job site(s) building management and ownership.
 - c. The Union must be engaged in reaching out to lending institutions directly connected to the affected job site(s).
 - d. The Union must be actively engaged in picketing, hand-billing or doing demonstrations in front of the affected job site(s).
 - e. The Union must be actively engaged in reaching out to politicians regarding the affected job site(s).
 - f. The Union must be actively engaged in filing legal charges against the non-Union Employer.

APPENDIX I - JURY DUTY

This Appendix J, entered into by and between SEIU United Service Workers-West, CTW, CLC ("Union"), and _____("Employer") is effective May 1, 2024. It is the intent of the Parties to provide jury duty pay under certain circumstances to employees employed by the Employer in Area 1 and Area 2.

Effective with May 1, 2024, whenever an employee covered by this Agreement and is employed by the Employer in Area 1 or Area 2 and serves on jury duty, he/she shall receive a full day's pay at straight time for each day of jury service up to a maximum of thirty (30) days minus any jury duty pay/compensation provided to the employee by the court. The Employer shall not be obligated to pay for such jury duty for more than the number of employees set forth in the schedule below. If the jury duty exceeds one (1) calendar month, or if more than the number of employees per establishment at any one time as scheduled below is called upon for jury duty, the Employer and the Union may extend the time or pay for the number of employees called up for jury duty simultaneously, upon mutual agreement. The employee at the request of the Employer must provide evidence from the court of said jury service and or any form of compensation received by the employee from the court.

<u>Employees employed by the Employer</u>	<u>Employees eligible for jury duty in a calendar year</u>
1 – 250.....	1
251 – 500	2
501 – 750	3
751 – 1000	4
1001 – 1250.....	5
1251 – 1500.....	6
1501 – 1750.....	7
<u>Over 1751</u>	8

APPENDIX J - WAIVER OF CERTAIN PROVISIONS OF CALIFORNIA LABOR CODE 238.5

California Labor Code § 238.5 imposes joint liability upon the parties to a property service contract for unpaid wages to workers performing work under such a contract. Under California Labor Code § 238.5(b), the joint and several liability created by that section can be waived if the workers are covered by a bona fide collective bargaining agreement and the parties expressly agree to waive the joint and several liability created by that section.

The parties to the Collective Bargaining Agreement (the "Southern California Maintenance Contractors Agreement" or "SCMCA") between the Maintenance Contractors and Service Employees International Union, United Service Workers West, hereby agree to waive the joint and several liability protections created by Labor Code § 238.5 for the term of their current collective bargaining agreement, commencing on May 1, 2024 through April 30, 2028. This Waiver applies only to work performed by bargaining-unit employees who work within the jurisdiction of the SCMCA and who are covered under the Grievance and Arbitration provisions thereof.

IN WITNESS WHEREOF, the Parties hereto set their hands:

**FOR THE UNION:
SEIU UNITED SERVICE WORKERS-
WEST, SEIU, CTW**

FOR THE EMPLOYER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX K - MANDATED HEALTH CARE

In the event the Federal or state government goes to a universal health plan, the Parties agree to meet and discuss the effects upon the bargaining unit and to comply with applicable laws.

**APPENDIX L -
Alternative Dispute Resolution (ADR) and Workers' Compensation Carve-Out Program**

The Employer and the Union, SEIU United Service Workers West, are party to a Collective Bargaining Agreement entitled the Southern California Maintenance Contractors' Agreement ("SCMCA") covering workers in the janitorial industry. The Parties have also negotiated a voluntary Workers' Compensation Carve-Out and Alternative Dispute Resolution ("ADR") program through the Ross Pike Memorial Trust Fund. The undersigned Employer agrees to comply with the terms of the Ross Pike Trust Agreement ("Trust Agreement"), the Worker's Compensation Carve-Out & Alternative Dispute Resolution Agreement ("ADR Agreement") and its Addendum ("Addendum") and hereby acknowledges prior receipt of copies thereof. The Employer specifically agrees by its signature below that the Trust Agreement, ADR Agreement, and Addendum apply to those employees covered by the SCMCA and are incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the Parties hereto set their hands:

**FOR THE UNION:
SEIU UNITED SERVICE WORKERS-WEST**

Signature: _____

Name: _____

Title: _____

FOR THE EMPLOYER:

Contractor or Firm Name:
(Print exactly as listed with State License Board)

Address:

City:

State:

Zip Code:

Contractor's License Number:

Signature: _____

Name: _____

Title: _____

Date Insurance Coverage Starts: _____