

COLLECTIVE BARGAINING
AGREEMENT

between

SACRAMENTO DOWNTOWN
ARENA LLC

and

SEIU UNITED SERVICE
WORKERS WEST

October 1, 2021 through September 30, 2025

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AGREEMENT

This Agreement is made and entered into this 1st day of October 2021, at Sacramento, California, by and between Sacramento Downtown Arena LLC, hereinafter called the Employer and SEIU United Service Workers West, hereinafter called the Union.

Whereas, the parties hereto desire to establish terms and conditions upon which employees covered by this Agreement shall work for the Employer; now, therefore, the parties hereto agree as follows:

ARTICLE I - UNION RECOGNITION

The Employer hereby recognizes the Union as the exclusive collective bargaining representative of the employees in the following units: all utility persons, lead utility persons, and utility working forepersons employed by the Employer.

ARTICLE II - HIRING AND EMPLOYMENT

Section 1. Non-discrimination

No employee or applicant for employment shall be discriminated against because of membership in or non-membership in the Union, or activities on behalf or against the Union.

The Employer and Union believe that all persons are entitled to equal employment opportunity and will not unlawfully discriminate against employees or applicants because of to race, color, national origin, religion, gender, age, disability, alienage or citizenship status, ancestry, marital status, creed, genetic predisposition or carrier status, sexual orientation, veteran status, or any other status or characteristic protected by applicable federal, state or local law. Equal employment opportunity will be extended to all persons in all aspects of the Employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination.

Section 2. Referral Procedure

In the interest of maintaining a fair and nondiscriminatory system of referral 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:

- A. When new or additional employees are needed, the Employer shall call upon the Union for such employees, as it may need, requesting the number and classification(s) 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. The Union

agrees to undertake all possible efforts and resources to recruit qualified applicants for employment, and will provide prompt referrals to the Employer upon request to the extent that the Union is able to provide referrals. The Employer will ensure that applicants referred by the Union will be processed as quickly as possible.

- B. Priority of employment for referral shall be based on:
1. Employment in the industry;
 2. Experience in the type of work or similar work and;
 3. Competence, skill and designated ability to perform the work.
- C. Each applicant referred to the Employer must obtain a dispatch slip from the Union. The applicant must obtain his/her dispatch slip in person at the offices of the Union.

New employees shall be required to work in a probationary capacity for seventy five (75) actual days worked or five (5) months, whichever occurs first. The Employer has the right to discharge new employees for any legitimate reason during the probationary period. New probationary employees shall be paid at the rates shown in Appendix "A". Management reserves the right to request a physical examination for new hires.

An employee in a new job classification shall be required to work in a probationary capacity for seventy five (75) actual days worked or five (5) months, whichever occurs first. Transferred or promoted employees in a new job classification shall be paid at the rate indicated in Appendix A for the appropriate step based on the seniority date with the Union. Transferred or promoted employees have return rights to their previous position, providing it does not adversely affect another employee, within this seventy five (75) actual days worked or five (5) months, whichever occurs first. Return rights may not be exercised by an employee as a way to avoid progressive discipline. The Employer reserves the right to return the employees to their previous position during the seventy five (75) actual days worked or five (5) months, whichever occurs first.

Transferred or promoted probationary employees have full rights to the grievance procedure.

Section 3. Employee Information

On a monthly basis, the Employer shall electronically notify the Union of new hires and/or terminations and voluntary resignations providing name, Social Security number, date of hire or termination, work location, home address, personal e-mail address (if known), and home and mobile telephone numbers.

Section 4. Union New Hire Packet

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. 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.

ARTICLE III – UNION SECURITY, SERVICE CHARGES AND CHECKOFF

Section 1. Union Security

It shall be a condition of continued employment that all employees of the Employer, who are members of the Union on the effective date of this Agreement, shall remain members of the Union in good standing. It shall be a condition of continued employment that all employees of the Employer hired on or after the effective date of this Agreement shall become and remain members of the Union in good standing on the thirty-first (31st) day of employment or thirty-one (31) days after the effective date of this Agreement, whichever is later. "A member in good standing" shall mean those employees who tender the initiation fees and the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2. Probation

New employees shall be required to work in a probationary capacity for seventy five (75) actual days worked or five (5) months, whichever occurs first. The Employer has the right to discharge new employees for any legitimate reason during the probationary period. New probationary employees shall be paid at the rates shown in Appendix. Management reserves the right to request a physical examination for new hires.

An employee in a new job classification shall be required to work in a probationary capacity for seventy five (75) actual days worked or five (5) months, whichever occurs first. Transferred or promoted employees in a new job classification shall be paid at the rate indicated in Appendix A for the appropriate step based on the seniority date with the Union. Transferred or promoted employees have return rights to their previous position, providing it does not adversely affect another employee, within this seventy five (75) actual days worked or five (5) months, whichever occurs first. Return rights may not be exercised by an employee as a way to avoid progressive discipline. The Employer reserves the right to return the employees to their previous position during the seventy five (75) actual days worked or five (5) months, whichever occurs first. Transferred or promoted probationary employees have full rights to the grievance procedure.

Section 3. Checkoff

The Employer agrees to checkoff for the payment of Union dues, service charges and initiation fees, and to deduct such payment from the wages of all employees and remit it to the Union in accordance with the terms of the signed authorizations of such employees and according to the methods set forth below. Upon presentation by the Union of reasonable evidence of its legal

authority to do so, the Employer agrees to deduct and transmit voluntary contributions by employees covered under this Agreement to the SEIU/USWW Committee On Political Education. The Employer shall be the agent for receiving such monies and the deduction of said monies by the Employer shall constitute payment by the employees. The regular monthly dues for employees who become members of the Union shall be deducted from the first paycheck of each calendar month. For newly hired employees, half of the full initiation fee and the first month's dues shall be deducted from the employee's first full pay check in the second month of employment. The balance of the initiation fee and the second month's dues shall be deducted from the employee's first paycheck in the following calendar month. In the event such an employee discharges his/her employment before his/her initiation fee has been completed, the amount necessary to complete the initiation fee shall be deducted from the last paycheck.

All sums deducted for the monthly dues, initiation fees and service charges shall be remitted to the Union no later than the tenth (10th) day of each month for the preceding month in which deductions are made, together with an alphabetized list specifying:

1. The name, hourly rate and social security number of each employee for whom a deduction is made;
2. The number of shifts worked;
3. The amount of deduction for each employee, and
4. The names, addresses and social security numbers of all employees whose names appeared for the first time during that month.

The Union shall notify the Employer of any adjustments made in membership dues, initiation fees and service charges in accordance with the Constitution and Bylaws of the Union.

Section 4. Employee Authorizations

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.

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.

Section 5. Verification of Membership List

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.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1

The Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business. The Employer alone shall have the full and exclusive authority to determine and direct the policies procedures and methods of operating its business. Without limiting the generality of the foregoing, the sole and exclusive right of management which is not abridged by this Agreement include, but are not confined to the right to determine the size of the work force; the number of employees, if any, assigned to any classifications; to introduce new equipment, machinery, methods or processes and to change or discontinue existing equipment, machinery, methods of processes; to combine job classifications, to direct the employees, including but not limited to the right to promote, transfer, discipline and discharge for just cause and retire employees, provided, however, that no employee shall be discharged or discriminated against because of Union membership; to assign work of employees; to determine when and whether overtime shall be worked; and to establish and schedule shifts and rest periods. The parties acknowledge that the Employer has the expressed right to determine the number of full time and part time employees it requires to perform work assigned to unit employees.

Section 2

Except as specifically abridged, delegated, granted or modified by this Agreement, or by any supplementary agreements that may be made hereinafter, all of the rights, powers and authority of the Employer existing prior to the signing of the Agreement are retained by the Employer and remain exclusively and without limitation within the rights of management.

ARTICLE V - WORK STOPPAGE

The Union agrees that there shall be no strike, walkout, slowdown, or other interruption or stoppage of work of any nature for any reasons during the term of this Agreement and that no employees covered by this Agreement shall engage in or be a part of any of the foregoing activities. The Union further agrees not to engage in any form of economic pressure directed against the Employer, including picketing or boycotting during the term of this Agreement. The Employer agrees that it shall not cause or engage in a lockout of employees during the term of

this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees by the Employer in the exercise of its rights as set forth in any provision of this Agreement. In the event a picket line sanctioned by the Sacramento Central Labor Council is established against an Employer not party to this Agreement, it shall not be a violation of this Article for employees to refuse to cross such picket line and may do so without fear of disciplinary action by the Employer.

ARTICLE VI - GRIEVANCE AND ARBITRATION

Any grievance or dispute which may arise out of or in connection with the application or interpretation of the terms of this Agreement, between the Employer and the Union, shall be settled expeditiously as follows, except those disputes which are specifically stated not to be subject to arbitration under the provisions of this Article. The procedure set forth herein shall be the exclusive procedure available to the parties and employees for the resolution of disputes within its coverage.

All grievances must be filed within fourteen (14) days of the alleged infraction, or of the Step 1 informal meeting to resolve the matter referred to below, whichever occurs later. Grievances filed after this time limit shall be deemed invalid.

Step 1. The employee shall confer with the Director of the Department in an attempt to settle the matter. The employee may be accompanied by his/her representative, if so desired. The employee must notify the Director of the Department that he/she is requesting a Step 1 informal meeting within three (3) working days of the alleged infraction, and the meeting to resolve the issue shall be held within seven (7) calendar days of such notification. If the matter cannot be resolved, the Director of the Department shall respond to the grievant in writing within seven (7) calendar days following the meeting.

Step 2. In order for the grievance to be considered further, an appeal setting forth the complaint, the specific provision(s) of the Agreement allegedly violated and the remedy sought, shall be filed in writing and signed by the grievant or his representative with the Employer's designated representative within fourteen (14) days of the alleged infraction, or of the Step 1 informal meeting to resolve the matter referred to above, whichever occurs later. Following receipt of the written grievance, a meeting shall be held as soon as reasonably practical, but within thirty (30) days after the Step 1 response was due or tendered among the grievant, an authorized representative of the Union and the Employer's designated representative in an attempt to resolve the issue. The Employer's designated representative shall respond in writing to the Union within seven (7) calendar days of the meeting. The Employer's designated representative may request an extension of time to respond in writing.

If either the Employer or the Union wishes to proceed to arbitration they will notify the other

party in writing within 14 calendar days of the Step 2 decision and the following process shall be followed:

- A. An impartial arbitrator shall be selected from a list of arbitrators to be provided by the Federal Mediation and Conciliation Service. Upon receipt of a list from the Federal Mediation and Conciliation Service, the parties or their authorized representatives will strike one arbitrator in turn until only one arbitrator is left, who shall be the impartial arbitrator to preside over the grievance. The decision of the arbitrator shall be final and binding on all parties. Any expenses of arbitration shall be borne equally by the parties, except the cost of representation and transcript, which shall be borne by the party incurring the costs. The arbitrator shall have no power or authority to add to or subtract from, disregard or modify any of the terms of this Agreement, and his/her award shall be supported by law and substantial evidence. Within thirty (30) days of the end of the hearing the arbitrator shall make his/her finding and conclusions known.
- B. A request to select an arbitrator will be completed within 90 days of the written notification of arbitration.
- C. No unreasonable continuance of said hearing shall be allowed. Absence from or nonparticipation at the hearing by any party shall not prevent the issuance of an award.
- D. Grievances may be referred back for further consideration or discussion to a prior step, or advanced to a higher step in the grievance procedure by mutual agreement of the parties. Time limits specified may be waived in writing by mutual agreement of the parties. Either party may elect to have one additional representative present at any step of the grievance procedure.
- E. Should the Employer fail to respond in writing or meet when required within the specified time limits, the grievant or his/her representative shall have the right to advance the grievance to the next step. If the Union or grievant fails to meet any of the time limits set forth herein the grievance shall be deemed waived.

ARTICLE VII - DISCIPLINE AND DISCHARGE

Section 1

The Union shall not be held responsible to notify any members of discharge. The Employer will communicate all discharges.

Section 2. Non-Probationary Employees

The Employer shall have the right to maintain the discipline and efficiency of its operations. No employee shall be disciplined without just cause. In this regard, the Employer shall have the right to issue rules of conduct and appropriate discipline for infractions.

A copy of any written warning, discharge or other disciplinary notice must be given to the employee and, if requested by the employee, to the Union Representative and/or the Chief Shop Steward. No discipline shall be reversed, set aside or modified because of a failure to supply the form to the Union Representative or the Chief Shop Steward. The Employer shall permit employees to read, sign and attach written comments to the disciplinary notice provided that the signing of such a notice by an employee shall only be considered as acknowledgment of receipt and not as an agreement to its content.

The Employer recognizes that the principles of progressive discipline will be applied where appropriate. The Union recognizes that progressive discipline does not require prior warnings in all circumstances, nor preclude the Employer from discharging employees in appropriate circumstances where the severity of the infraction warrants.

Depending on the severity of the situation and past practices in the organization as outlined in the Rules of Conduct of the Team Member Handbook, performance counseling may not be used or may be initiated at any step at the discretion of the Employer. Subject to the foregoing, however, the following are the recognized levels of performance counseling used by the Employer as part of its progressive discipline system:

- A. Documented Verbal Discussion. A manager calls the problem to the employee's attention and asks the employee to respond. The manager sets a reasonable time frame in which to correct the problem.
- B. Written Warning. If the employee fails to correct the problem in a reasonable period of time, or if other problems occur, the manager may discuss the situation again with the employee. The manager will process a written warning form, and ask the employee to sign the document only to show that the employee has received the warning. The employee's signature does not mean that the employee agrees with the documentation, only that the employee has received it. Employees are encouraged to write their own version of the situation and attach it to this documentation.
- C. Final Warning and/or Suspension. If immediate and sustained improvement does not occur, the employee's manager may write a final written warning. Suspension is at the Employer's discretion.
- D. Discharge. If an employee fails to correct the problem within a reasonable time, or additional problems occur, or the infraction is egregious and does not warrant progressive discipline, the Employer may discharge the employee from employment with Employer.

If the same performance problem or other performance problems recur within four (4) months of the issuance of a documented verbal discussion, within six (6) months of the issuance of a written warning or within twelve (12) months of the issuance of a final warning and/or suspension,

an employee may re-enter the performance counseling process at the second, third or fourth steps without repeating prior steps, depending on the judgment of Employer.

Each performance situation is evaluated on its own merits. Depending on the severity of a situation, performance counseling might not proceed through all four steps and the employee may be discharged from employment with Employer without benefit of further performance counseling.

An employee may discuss any performance problems he or she may be experiencing, or how the employee can improve his or her job performance, with the employee's supervisor or manager at any time.

Section 3. Attendance

Employees who exhibit attendance and tardiness problems, or fails to report for work when scheduled, shall be subject to discipline up to and including discharge. Employees, who accumulate twenty one (21) points under the following schedule in any twelve (12) month period, are subject to discharge.

<u>Offense</u>	<u>Points</u>
No Show	7

(On an event day, event load-in day or event load-out day the points will be eight (8)).

Examples: Employee scheduled to work fails to appear without notice to the Employer. An Employee who calls in after their shift has begun will be considered a no show. Employees calling in stating that they will be late and then failing to show for the shift will be considered a no show.

Exceptions are: Auto accidents with a police report stating the date and time of the accident or emergency hospital admittance with a date and time admitted.

Unexcused Late Cancellation	2
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(On an event day, event load-in day or event load-out day the points will be two and a half (2.5)). Example: Employee scheduled to work cancels within 24 hours of scheduled shift.

Serious Tardiness	1
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(On an event day, event load-in day or event load-out day the points will be one and a half (1.5)).

Example: Employee reporting 8 minutes or more late to the designated work area.

(Employees are expected to be in their uniforms, ready to work, at the shift's scheduled start time. They shall report to the designated area to work or report to a supervisor to be assigned a work task).

Unexcused Advance Cancellation 1.5

(On an event day, event load-in day or event load-out day the points will be two (2)).

Example: An Employee scheduled to work cancels more than 24 hours of scheduled shift.

Absences due to verified illness are excluded from points. Illness must be verified by a doctor's certificate submitted to the employee's supervisor immediately upon return to work. The doctor's certificate must indicate that the treating physician examined the patient on the day or during the period that the employee was absent. The doctor's certificate must attest to an actual illness and the necessity for the absence from work. The certificate must be on the physician's stationary, setting forth the name, address and telephone number of the physician; the date of the employee's examination by the physician; the fact that the illness required the employee's absence from work; and the dates of the illness which prevented the employee's attendance at work.

Absences due to any leave authorized within this Agreement, or leaves protected by law are excluded from points.

The Employer reserves the right, in its sole discretion, to consider extenuating circumstances, which may be used to reduce the discipline required under this policy.

Section 4

Discipline shall be imposed within seven (7) calendar days of the offense or of the discovery of the offense. The time limit to impose discipline may be extended during an employee's vacation period; or for up to one (1) month due to an employee or management representative not being scheduled for work or being on a Leave of Absence; or due to the Employer's inability to contact person(s) necessary to complete an investigation.

Section 5

The Union shall have the right to challenge the discharge or discipline and may present the matter as a grievance to be settled under Article VI (Grievance and Arbitration) provided in this Agreement.

Section 6

An employee may be discharged or disciplined for any reason during the probationary period. Such discharge or discipline shall not be subject to the Grievance or Arbitration procedures on

this Agreement. No employee who has successfully completed his/her probationary period shall be discharged or otherwise disciplined except for good and sufficient cause.

Section 7

An employee may not be discharged while:

1. On vacation, unless the Employer first becomes aware of an offense after the employee has started his/her vacation.
2. On written leave of absence.
3. On medical leave not exceeding three (3) months if employee furnishes the Employer with monthly progress reports from a doctor and a release from the doctor upon returning to work.

ARTICLE VIII - UNION RIGHTS

Section 1. Observance of Working Conditions

A reasonable number of authorized Union representatives shall be permitted to visit any and all operations of the arena in which Union members are employed, with notification to management and provided that such visitations shall not interrupt the work of the employee. The Employer will give all authorized Union representatives proper admittance and identification cards.

Section 2. Union Steward/Chief Steward

Two shop stewards from the Utility Department will be elected, one steward for dayshift and one steward for the graveyard shift. One Chief Steward shall be elected to represent all employees in all departments. The Chief Steward may represent any affected employee at all levels of the grievance process. The Chief Steward will also act as the liaison between the Employer and Union, to see that terms and conditions of this Agreement are observed. The Union Steward of each department shall represent employees of that department. The Union will provide the Employer with confirmation that newly appointed Shop Stewards have been trained.

If management decides to conduct a disciplinary interview or disciplinary investigation, which reasonably may result in disciplinary action, the employee may request available Union representation as a condition to participation in the meeting or interview. Upon such a request for representation, the Employer has three options: (1) it may grant the request; (2) it may dispense with or discontinue the interview; (3) it may offer the employee the choice of continuing the interview unaccompanied by a Union representative or of having no interview at all and thereby dispensing with any benefits which the interview might have conferred on him/her. Shop Stewards shall be allowed a reasonable amount of time off without loss of pay or benefits to represent employees at such interviews or investigations.

Each Shop Steward shall also be allowed a reasonable amount of time to investigate or process

grievances. When the investigation or processing of a grievance requires the shop steward to meet with employees, this shall not interfere with work.

To the extent that they are necessary to the collective bargaining process the Chief Steward and the most senior steward from each department as specified above shall be granted seniority in respect to layoffs, recall and shift assignments, so as to ensure employee access to steward representation at all times.

Shop stewards shall also be granted access to the facility outside of their normal work hours for the purpose of conducting Union business, with advance notification to management and provided that there is no interruption of work.

Section 3. Bulletin Board

The Union shall be allowed a bulletin board, accessible to employees in each of the departments covered by this Agreement, where notices of meetings and other Union business may be posted.

Section 4. Labor Management Committee

The Employer and the Union agree that mutual interests are advanced in a climate of respect, mutuality and open communication. The parties agree to establish a Labor-Management Committee composed of employees covered under this Agreement and representatives of the Union, and representatives of the Employer. The attendees, number of meetings and time periods shall be established by mutual agreement, with the exception that all members affected by the issue(s) being discussed shall be allowed to attend. With regard to additional employees attending the meeting beyond regular members of the Labor Management Committee, unless the meeting occurs during such employees' normal scheduled hours, time spent in the meeting shall be unpaid. The purpose of the meetings is to discuss mutual concerns and not to reopen the Agreement or bargain with respect to any particular subject.

Section 5. Leave of Absence for Union Business

A Leave of Absence with accumulative seniority and no pay shall be granted in the event an employee is elected or requested by the Union to take time off from work for official Union business. The leave shall be for a maximum of thirty (30) days but the Union may request an extension. The Employer reserves the right to deny such requests based on legitimate business needs. No more than five employees may be requested at any one time, nor more than one person per department as defined in Section 2 of this Article with the exception of the Chief Steward. The Union agrees to notify the Employer at least one week in advance as to the time needed and nature of the time off requested. Failure to notify the Employer at least one week in advance may result in the denial of the request. Employee participation is not to be determined on whether the employee is a shop steward; however, special consideration will be given in that circumstance.

ARTICLE IX - WAGES

Section 1. Minimum Wage Scale

The wage scales in Appendix "A" attached hereto and made a part of this Agreement are minimum wage scales.

Section 2. Payment of Wages

All wages will be paid semi-monthly by check or direct deposit, which will specify total number of hours worked and itemize all deductions. Checks will be available to employees by 11:00 a.m. each payday. In the event of an unforeseen delay in issuing the payroll, employees shall be notified of the delay and informed of the earliest appropriate time for payroll to be issued. An employee shall have the right to request from the Employer, an accounting of the number of shifts he or she has worked to date.

Section 3. Unit of Work Time

The minimum unit of work time shall be (15) minutes, beginning at an employee's scheduled start time and continuing until the time when the employee's shift ends. Anytime worked by an employee which is more than seven (7) minutes, shall be considered as a full fifteen (15) minutes. This section shall apply for pay purposes only, not for purposes of tardiness records or discipline.

Section 4. Inspection of Records

The Union shall have the right to inspect the paycheck on any employee covered by this Agreement after the same has been returned to the Employer by the bank and the Employer shall make the time card and payroll records available to the representative of the Union upon request at any time within six (6) months from the date period. A copy of the payroll will be made available as soon as possible.

Section 5. Subcontracting

The Employer agrees it will not subcontract any bargaining unit work to any subcontractor who does not, as a precondition to any subcontract with the Employer:

1. Execute and agree to the terms and conditions of this Agreement and
2. Hire all current employees.

Should the Employer fail to require the preconditions above, or should any subcontractor fail to honor both the conditions, the Employer will make whole any and all employees affected by said failure both as to wages, fringe benefits and compensatory damages and will make the Union whole for any and all losses including the legal cost and attorney fees for enforcement of this Agreement.

In the event the Employer enters into an agreement subcontracting bargaining unit work and then severs that relationship, any affected employees would revert back to the employ of the Employer under the conditions of this Agreement without loss of status.

The Employer agrees that it is in the interest of all parties that a continued relationship be maintained between the Union and the Employer and will meet with the Union to attempt to address concerns of employees affected by any subcontracting.

Subcontractors are not eligible to participate in the following Employer benefit programs: Health & Welfare, Pension, Vacation, Sick Leave, Bereavement Leave, Paid Holidays

Section 6 - Higher Classifications

Any employee who performs the work of a classification with higher pay than his/her normal classification for fifteen (15) minutes or more shall receive the higher rate of pay for all hours spent performing such higher-paid work.

Section 7 — Living Wage

The parties understand and agree that at the time of ratification of this Agreement, no requirement exists under current applicable law for the payment by Employer of a "living wage." Should such a requirement become effective during the term of this Agreement, to the extent permitted by law, such requirement shall not modify the wages set forth during the term of this Agreement.

ARTICLE X - UNIFORMS

The Employer reserves the right to set dress standards for its employees. Whenever an employee is required by the Employer to wear a specific uniform, specific work shoes or boots, or protective equipment, except for undergarments, it shall be provided by the Employer and shall be adequate for the performance of the duties of the employee.

The Employer agrees that if uniforms are provided for employees they will be designed to present a professional appearance and be comfortable for the employees to perform their job duties. The Employer agrees to consult with representatives or employees of the different departments upon request, however the Employer reserves the right to determine final uniform standards

The Employer will provide employees with seven (7) uniform shirts and seven (7) pair of uniform pants upon completion of the probation period as defined in the Article III, Section 2. While on probation will provide employees with four (4) uniforms shirts and four (4) pair of uniform pants.

ARTICLE XI - DEFINITIONS - WORKDAY. WORKWEEK

Section 1. Hours of Work

A regular employee is defined as an employee who has completed their probationary period. Regular and probationary employees will be guaranteed a minimum of two (2) hours reporting time and a guaranteed minimum of four (4) hours when put to work. If an employee's employment is discharged for just cause prior to starting work or during the first four hours of work under circumstances which require the immediate removal of the employee from the premises, the employee will not receive the guaranteed minimum, however he/she will be paid for all hours worked.

Mandatory meetings for job or safety training shall be paid at a two (2) hour minimum of the employee's regular rate of pay.

Employees reporting to work must be prepared to work a full shift as well as any necessary overtime. When possible, the Employer will notify employees two hours before the end of their shift of necessary overtime or an extended shift; if two (2) hours notice is not given, the overtime or extended shift will be assigned to volunteers by seniority, or assigned on a mandatory basis by reverse seniority if there are not enough volunteers. The Employer reserves the right to schedule employees up to eight (8) hours in any work shift and forty (40) hours in any workweek without employees accruing overtime pay.

Work schedules shall be issued a minimum of five (5) working days in advance. Employees and the Union will be notified of any changes in schedules due to building needs as soon as possible. The workweek shall be from 12:01 a.m. on Sunday and ending at midnight on Saturday.

Section 2. Reporting Pay

This section shall not apply to an employee who is under the influence of liquor or drugs and is sent home for that reason or an employee reports for his/her shift late. The foregoing reporting time provision will not be applicable when:

1. Public utilities fail to supply electricity, water, or gas: or there is a failure in the public utilities or sewer system;
2. The interruption of work is caused by an Act of God or other cause not within the Employer's control;
3. If any of the above occurs and any employee is already working, they shall be compensated for the time already worked or four (4) hours minimum, whichever is greater.

Section 3 - Overtime

For all employees, time worked over forty (40) hours a week or over eight (8) hours in a shift shall be paid at the rate of time and one half (1-1/2) the regular rate of pay. Additionally, employees

who have completed an eight (8) hour shift and are returned to work with less than nine (9) hours of non-work time shall be paid at the time and one-half rate for all hours worked on the second shift. This provision is not applicable to employees paid at a premium rate for time worked within the 9-hour window, unless the scheduled start of the second shift follows the regularly scheduled end of the first eight-hour shift by less than 9 hours. Employees who are notified of a schedule change with twenty four (24) hours notice or less that requires them to return to work on the following day shall be paid at the rate of time and one-half for all hours worked on the previously unscheduled shift. Employees shall be paid at the rate of time and one half (1-1/2) the regular rate of pay for all worked performed on any sixth (6th) or seventh (7th) consecutive day of work. When an employee is required to work overtime the employee will be paid no less than one-half (1/2) hour of overtime pay if said employee works less than one-half (1/2) hour.

ARTICLE XII- HOLIDAYS

The following holidays shall be observed as holidays with pay for the above stated employees:

- New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth National Independence Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

If a holiday falls on a scheduled workday, management reserves the right to select an alternate day off.

Regular employees who work on the holiday are to be paid at their regular rate of pay and given another day off as the holiday with pay or will receive an extra day's pay. Employee will notify Employer within twenty-four (24) hours of the issuance of schedules of Employee's choice or forfeit the right to choose.

Employees must have worked 1280 hours in the previous year to be eligible for holiday pay.

To qualify for full holiday pay as specified above employees must have worked and/or been paid for the shifts for which they were scheduled immediately before and after the holiday itself.

The amount of holiday pay shall be computed based upon the average number of hours worked within the thirty (30) days immediately preceding the holiday. If an employee misses a scheduled workday and does not appropriately notify the Employer in the previous thirty (30) days, this day

or days shall be used in determining the average hours per day.

Employees ineligible for holiday pay will receive time and one half (1-1/2) for hours worked on a holiday.

ARTICLE XIII - VACATION

Eligible Full-Time Employees who have worked 1280 hours in the previous year, are eligible for vacation pay which can be requested for use as soon as it is accrued. Employees will accrue vacation pay based on years of service and hours worked as follows:

12 months of service	Up to 80 hours
5 years of service	Up to 120 hours
13 years of service	Up to 160 hours

Employees with twelve (12) years of service or more shall have to right to receive (1) additional week of time off per year without pay.

Employees may schedule vacation thirty (30) days in advance, however, if an emergency exists, no advance notice is required. Vacation preference will be based on employee seniority within the job classification. Once the Employer grants approval a more senior employee cannot override the approval. The Employer shall attempt to grant properly submitted vacation requests to the greatest extent possible depending on operational needs.

Any employee leaving employment will be entitled to all earned but unused vacation pay. If an employee fails to qualify for full-time status, vacation benefits will no longer accrue but the employee will have access to previously accrued balances.

Once an employee has accrued twice their annual allotment of vacation benefits the employee will stop accruing additional vacation benefits. However, once the employee takes vacation and falls below their accrual cap, the employee will begin to accrue vacation benefits again at the same rate, up to the maximum of twice their annual allotment.

ARTICLE XIV — PAID SICK LEAVE/SUPPLEMENTAL SICK LEAVE

Paid Sick Leave (PSL)

All employees will receive Paid Sick Leave (PSL) available under the Healthy Workplaces, Healthy Families Act of 2014 (HWHFA). Employees will begin accruing paid sick leave at the rate of one (1) hour for every 30 hours worked as of the date of this contract or on their date of hire, if after the date of the contract. PSL hours balance will be reflected on the employee's paystub each pay period.

Paid Sick Leave Use: PSL may be used on scheduled workdays for the following purposes:

- Diagnosis, care or treatment of an existing health condition, or preventative care for you and your family members. It may also be used if you are the victim of domestic violence, sexual assault or stalking.
- For the employees family members covered by PSL include your parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling in addition to other family members defined by the HWHFA.

PSL may be used after 90 days of employment with the Employer.

Employees may use up to 24 hours of accrued PSL each 12 month period. All employees' 12 month period will be reset to January 1— December 31 each year beginning on January 1, 2016. If an employee is hired after January 1, he/she will begin accruing on their hire date and then his/her 12 month period will be reset on the following January 1 with his/her peers.

Requesting Paid Sick Leave: Employees may request to use PSL orally or in writing with as much advance notice as possible to the Employer. The Employer requests that employees contact the Employer at least one (1) hour prior to their shift start if they are not able to work. PSL must be used in increments of at least two (2) hours.

If an employee has exhausted his/her PSL hours he/she must use accrued supplemental sick leave or accrued vacation, unless he/she is on Pregnancy Disability Leave or on FM LA/CFRA leave and receive a wage replacement under state disability or workers' compensation, and then unpaid time off.

Maximum Accrual and Pay Out: Forty-eight (48) hours is the maximum allowable sick leave accrual (or "cap"). Unused PSL may continue to be carried over, but the PSL accrual is capped at 48 hours. Once this maximum/cap is reached, no further sick leave will be earned until some sick leave is used. No retroactive accrual will be earned. Sick leave accrual will cease during an unpaid leave of absence.

Rehire: If an employee leaves the Employer's employment and is rehired within 12 months then his/her prior PSL balance as of their separation date will be credited to the employee at their rehire date.

No Retaliation: An employee will not be retaliated or discriminated against for requesting or using accrued PSL.

Return to Work Medical Certification: When an employee is returning to work from a lengthy period of illness that covers more hours than his/her PSL balance the employee will be required to present a health care provider's statement that he/she can safely return to their full duties. This requirement may be made at the sole discretion of the Employer. If an employee cannot return to full duties, the health care provider must specify his/her limitations in sufficient detail

to allow the Employer to determine whether a reasonable accommodation can be made. The health care provider's statement must be provided before the employee may return to work.

Workers' Compensation and Sick Leave: Paid sick leave is a benefit that also covers absences for a work-related illness or injury. An employee's work-related illness or injury is covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When an employee reports a work-related illness or injury, he/she will be sent for medical treatment, if treatment is necessary. The employee will be paid his/her regular wages for the first day of injury or illness provided that he/she was not able to complete the scheduled shift due to the injury or illness. Any further medical treatment for a work-related illness or injury will be under the direction of a health care provider. Any absences from work for follow-up treatment, physical therapy, or other prescribed appointments will not be paid as time worked. Rather, if an employee has PSL available, the additional absences from work will be paid with the use of PSL unless prohibited by law.

Information regarding the California Healthy Workplaces, Healthy Families Act is posted in the break room.

Supplemental Sick Leave

In addition to the Paid Sick Leave (PSL) eligible employees, will accrue supplemental sick leave for all hours that are in excess of the 24 PSL hours in a 12 month period but less than 56 hours. Eligible employees are those employees who have worked more than 750 hours in the calendar year. If eligible, employees will begin accruing supplemental sick leave at the rate of one (1) hour for every 30 hours worked. Sick leave is a form of wage reimbursement that employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. Time off for medical and dental appointments will be treated as sick leave.

Supplemental sick leave may be used after PSL hours are exhausted. Employees will have all partial day absences for illness or injury deducted from their accrued sick hours.

Employees may not use supplemental sick leave benefits until those benefits have been earned as described above.

Earned sick leave which has not been used as of an employee's anniversary date may be paid at the value of one half (1/2) of the unused sick leave at the employee's option. No more than twenty four (24) sick leave days may be cashed out at any one time. To qualify for this cash out provision the employment must have worked or have received paid time off hours 400 hours or more in the twelve (12) months prior to their anniversary date. There shall be no cash out of PSL (as defined above) or Supplemental Sick Leave under any circumstances other than those stated above in this paragraph.

Medical Certification: If an employee continues to be absent after all his/her PSL hours are exhausted the Employer reserve the right to require a written certification of illness or injury from the employee's health care provider, unless prohibited by law.

When an employee is returning to work from a lengthy period of illness he/she will be required to present a health care provider's statement that they can safely return to their full duties. This requirement may be made at the sole discretion of the Employer. If an employee cannot return to full duties, the health care provider must specify the employee's limitations in sufficient detail to allow the Company to determine whether a reasonable accommodation can be made. The health care provider's statement must be provided before the employee may return to work.

Except when prohibited by law, employees are required to exhaust all unused sick leave before taking unpaid medical-related leave.

Maximum Accrual: Two hundred (200) hours is the maximum allowable supplemental sick leave accrual (or "cap"). Unused supplemental sick leave may continue to be carried over, but the supplemental sick leave accrual is capped at 200 hours. Once this maximum/cap is reached, no further sick leave will be earned until some supplemental sick leave is used. No retroactive accrual will be earned. Supplemental sick leave accrual will cease during an unpaid leave of absence. Any employee with a maximum sick leave accrual in excess of two hundred (200) hours as of the effective date of this Agreement shall not lose such accrual, but if such employee's sick leave accrual falls below two hundred (200) hours, his/her maximum sick leave accrual shall thereafter be two hundred (200) hours.

Kin Care: An employee may use one-half of their yearly supplemental sick leave accrual to attend to the illness of a child, parent, grandparent, grandchild, sibling, spouse, registered domestic partner, or registered domestic partner's child. Leave for this purpose may not be taken until sick leave benefits actually have been earned.

ARTICLE XV - HEALTH AND WELFARE AND PENSION

Section 1. Insurance

The Employer shall provide Health and Welfare coverage for Full-Time employees, defined as employees who are regularly scheduled to work one hundred seven (107) hours or more per calendar month. All hours worked or paid time off hours will be used in calculating the 107 hours. Full-time employees shall also include employees who are deemed to work on a full time basis as defined above upon completion of an initial or a standard measurement period; these employees shall be treated as full time employees through the end of their initial or standard stability period. The initial or measurement period for all newly hired employees will be six months from the date of hire, the standard measurement period for all current employees as of the effective date of this Agreement will be 6 months (July 1st — December 31st and January 1st —June 30th); the administrative period shall be 90 days for newly hired and current employees, and the stability period shall be 6 months for newly hired and current employees. The classification of "Full-Time"

is used only for the purposes of this Article. Covered benefits include Medical, Dental, Vision, and Life Insurance up to \$10,000. The Employer will notify the Union before implementing any plan design changes during the life of the Agreement.

Section 2. Contributions

Employees with eighty four (84) months or less with the Employer agree to pay the following amounts:

Effective October 1, 2021 —June 30, 2022:

<u>Level of Benefits</u>	<u>Employee Contribution</u>
Employee Only	\$58
Employee + 1	\$772
Employee + 2 or more	\$1,268

Contribution made by the employee will be automatically deducted on a pre-tax basis and the amount will be split between two pay periods. Employee contributions will increase on July 1st each year by the percentage increase the Employer experiences during plan renewal, not to exceed ten percent (10%).

Section 3. Senior Employee Coverage

Employees eligible for senior employee coverage are those who have eighty five (85) months of service or more and have met the hours worked requirement set forth in Section 1 of this Article. Seniority for this section is defined as date of hire. The Employer will make a higher contribution level for those eligible for senior coverage as defined herein. The plan will not change during the life of this agreement. Employees with eighty five (85) months of service or more with the employer agree to pay the following amounts:

Effective October 1, 2021 —June 30, 2022:

<u>Level of Benefits</u>	<u>Employee Contribution</u>
Employee Only	\$36
Employee + 1	\$72
Employee + 2 or more	\$108

Contribution made by the employee will be automatically deducted on a pre-tax basis and the amount will be split between two pay periods. Employee contributions will increase on July 1st each year by the percentage increase the Employer experience during plan renewal, not to exceed a ten percent (10%) increase per contract year.

Section 4. Opt-Out Provision

Employees who have coverage elsewhere may "Opt-Out" of the Employer medical, vision and dental plans and receive \$150 per month added to earnings. Employees who exercise this option will need to provide proof of credible coverage that complies with ACA standards as minimal essential coverage with minimum value. This option will only be available during open enrollment, unless an employee experiences a Qualifying Event at some point during the plan year, in which case, the employee will need to supply proof of the Qualifying Event and will then be offered participation. Employee will be required to show that he/she has credible coverage that complies with ACA standards as minimal essential coverage with minimum value during each Open Enrollment.

Section 5. Pension Contributions

The Employer agrees to participate in the Service Employees International Union National Industry Pension Fund ("NIPF") in accordance with the terms set forth in this Agreement, Appendix "D" attached hereto, and the Plan and Trust Agreement. The Employer's continued participation in the NIPF is conditioned on the following terms:

- A. Employees with greater than ninety (90) days of employment with the Employer in the classifications listed below will be covered under the NIPF.
- B. Covered classifications are: utility persons, lead utility persons, and utility working foreperson.
- C. Participating employees who have one year of contributions made on their behalf by the Employer into the NIPF, and who had at least one (1) year of continuous service with the Employer as of September 1, 1997, will receive past service credit for each full year of employment with the Employer which occurred prior to the first full year of contributions. The Employer will make contributions to the NIPF at the rates set forth below, for each hour of covered work performed by covered employees:
- D.

<u>Effective Date</u>	<u>Pension Contribution</u>
October 1, 2021	\$0.45 per hour
- E. Pension contributions will be made on all hours paid to each covered employee, including paid non-work hours such as paid vacations, paid holidays, and paid sick leave.
- F. Following completion of this Agreement's term, the Employer's continuing obligations to the NIPF will conform to the Employer's legal duties under the National Labor Relations Act, as amended. Any alleged violations of this statutory duty will be processed through the National Labor Relations Board.
- G. Should the NIPF Plan or Trust be amended or modified so as to reduce benefits for covered

employees or increase the financial or administrative burden on the Employer during the life of this Agreement, either party shall be entitled to reopen the pension provisions of this Agreement for negotiations. Should the parties fail to reach agreement within thirty (30) days of notice of reopening, they may resort to such economic remedies as authorized under the law regarding impasse.

- H. The Union agrees to provide the Employer with copies of all reports it receives regarding the financial status of the NIPF.

ARTICLE XVI – SENIORITY

Section 1. Seniority

Seniority is defined as the total length of service with the Employer by members of the bargaining unit, including employee's date of hire.

Seniority within an employee's current department, defined as the earliest date since which an employee has worked continuously within the department, shall prevail for the purpose of layoffs and preference for bidding on vacant positions. The departments as of the effective date of this Agreement are specified as: Utility.

Section 2. Transfers and Promotions

A vacant job not filled by recall shall be posted at least four (4) event days or fourteen calendar days, whichever is shorter prior to the position being filled. Should the Employer change venues or add additional venues within the Sacramento Metropolitan Area the posting time will be extended to two (2) months. If employees currently working in the classification of the opening apply in writing for the position, the Employer shall transfer the most senior employee provided the Employer couldn't show a reasonable justification to deny the request. If no employees in the classification apply, the Employer shall select the most senior employee within the department who has made written application if qualifications and performance are substantially equal as determined by Employer. Further, if no employees within a department applies where a job vacancy occurs, the Employer will post notice of vacancy for at least four (4) event days or fourteen calendar days, whichever is shorter to all other departments within the unit and give first consideration to those employees applying from outside the department before utilizing the referral procedure of Article II, Section 2.

Section 3. Layoff and Recall Rights

Employees shall be laid off or reduced in hours (reduction in hours shall be defined as a sustained loss of twenty five percent (25%) or more from an employee's normal schedule) in inverse order of their seniority within the classifications affected. In the event of recall, the last employee laid off will be the first employee recalled until the layoff list is exhausted. Employer will notify the employee, by certified mail, at his/her last known address. If the employee does not respond

within ten (10) working days of mailing of the recall notification, he/she will forfeit their rights of recall.

Section 4. Hours of Work

Hours of work for each department's employees covered under this Agreement shall be scheduled by total seniority with the Union and will continue to be scheduled as such, except in cases where:

1. senior employees have been notified of available hours and did not accept those hours;
or
2. senior employees are not able to perform the work required; or
3. the Employer was not able to contact the senior employee in a reasonable amount of time.
4. awarding the work to the most senior available employee who is able to perform the work would incur an overtime rate of pay, but awarding the work to a less senior employee would not incur overtime pay.

No employee covered under this Agreement shall suffer a regular reduction in hours solely by virtue of the application of new wage and benefit rates.

ARTICLE XVII - ASSIGNMENTS

The parties agree that in the event that the ownership or management of the arena is changed by sale, merger, or in any manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the Agreement of the successor company, applicable to the arena thus sold, merged or transferred. The Union likewise binds itself to hold this Agreement in force to its termination and agrees that no part of this Agreement shall be assigned to any labor organization other than those, which are parties hereto, without the consent of the parties hereto. Additionally, should the Employer change venues or add additional venues within the Sacramento Metropolitan Area it agrees to adopt and apply this Agreement during its term in the new venue.

ARTICLE XVIII - LEAVES OF ABSENCE - FOR REGULAR EMPLOYEES

Section 1. Leave of Absence

- A. An employee with at least one (1) year service shall be granted a leave(s) of absence without pay, up to a period of six (6) months, in the case of verified illness (Verified illness is defined as medical documentation indicating that the employee was examined by a medical doctor and the doctor has recommended the LOA).
- B. An employee with five (5) year's service, and thereafter, shall be granted a leave(s) of absence without pay, up to a period of one (1) year, in the case of verified illness (Verified illness is defined as medical documentation indicating that the employee was examined by a medical doctor and the doctor has recommended the LOA).

- C. For all purposes of the Article, service shall mean the date of hire of the employee by the Employer.
- D. In any leave of absence exceeding ninety (90) days, management has the right to place the employee into another job classification upon return.
- E. Employees returning from medical leave may be required to provide a release by a doctor of Employer's choice at no expense to the employee.

Section 2. Industrial Illness or Injury Leave

Any employee who suffers an industrial injury or illness may be granted a leave of absence during his/her total period of industrial temporary disability. Upon being deemed Permanent and Stationary (P&S) by a medical doctor the Employer and employee will engage in an interactive process to determine if there are any reasonable accommodations that will allow the employee to perform the essential functions of his/her position or if there are any alternative position within the Employers control the employee may be qualified to perform with or without reasonable accommodations. If there are not reasonable accommodations or alternative positions the employees leave and employment would end once a determination has been made.

The Employer has secured worker's compensation insurance coverage and will make every reasonable effort to see that employees injured while working receive prompt, adequate medical attention. Any employee sustaining a work related injury must immediately report said injury to their supervisor and if necessary request medical attention.

All employees will observe all safety rules set up by the Employer. The Employer's Worker's Compensation Carrier is:

Liberty Mutual
6030 West Oaks Blvd.
Rocklin, CA 95765
(800) 821-0967

The Employer will notify the Union immediately upon change of carrier, or cancellation or suspension of this policy.

Section 3. Military Leave

The Employer and the Union agree to comply with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA).

Section 4. Funeral Leave

Every regular employee shall be granted necessary leave without loss of pay not to exceed three (3) days to attend funeral services of any member of the employee's immediate family, as defined below. Funeral leave pay may not be used for time off during the employee's vacation, leave of absence, layoff, sick leave, or scheduled days off. Where an employee must travel outside the state of California to attend the funeral, the employee may take two (2) additional days off with pay. Funeral leave hours will count as hours worked for all purposes.

The immediate family shall mean only a father, mother, brother, sister, spouse, child, domestic partner, stepchild, stepparents, grandparents, grandchildren or aunts and uncles who were appointed as legal guardians by a court to raise the employee.

Funeral leave applies only when the employee must make arrangements for the funeral and/or attend the funeral; it is not applicable for other purposes, such as settling the estate, etc.

The Employer may request verification of the death and the relationship. The employee must notify his/her immediate shift supervisor as soon as possible upon the death and his/her necessary absence from work.

In order to be eligible for funeral leave an employee must have worked 1,280 hours in the previous year and eight (8) shifts within thirty (30) days immediately before the funeral leave request. For the purposes of this section a day shall be defined as the average number of hours worked on the days worked in the same thirty (30) day period. If an employee misses a scheduled workday and fails to notify their Employer prior to the start of the workday in the previous 30 days this day or days shall be used in determining the average hours per day. If leave is requested at the beginning of the traditional return from layoff period, the 8-shift requirement may be achieved by counting a 30-day pre and post lay off period.

Section 5. Jury Duty

Employees with at least one (1) year of service called to jury duty shall be off without loss of pay for all scheduled shifts to fulfill this obligation for up to ten (10) working days. The employee serving as a member of the jury will receive full pay from the Employer provided the employee signs over and remits to the Employer all compensation received from Jury Duty for the days the employee missed scheduled shifts, exclusive of mileage, meals and/or parking expenses. Unless sequestered, employees must be available for work on weekends and holidays, and no jury pay will be provided on those days. The employee will be required to provide a receipt of the pay from the court and the notice to appear for jury duty. All time spent on jury duty shall be counted as time worked for purposes of computing hours for medical, dental, pension, vacation, and seniority purposes and eligibility.

Section 6. Accrual of Seniority

While on Leaves of Absence of ninety (90) days or less due to verified illness or injury, funeral, or sick leave with pay shall be considered as time worked for purposes of seniority, including vacation accrual and sick leave benefits.

In the event such verified 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.

Section 7. Family Medical Leave Act

The Employer and the Union agree to comply with Federal Family Medical Leave Act (FMLA) of 1993 and California Family Rights Act (CFRA) of 1993. Leave is granted based on a rolling 12-month period measured backward from the date an employee begins a leave to determine if the employee qualifies for a FM LA/CFRA leave.

Section 8. Personal Leave of Absence

One unpaid leave of absence of up to twenty one (21) days (or thirty [30] days for employees with more than five [5] years of service) in any twelve (12) month period may be granted to employees with more than one (1) year of service for personal reasons, provided the employee requests the leave in writing at least seven (7) days before the leave is to commence, except in emergency situations. The Employer will not unreasonably withhold approval for such a leave of absence as long as operations are not adversely affected.

ARTICLE XIX - WORKING CONDITIONS

Section 1. Rest Break

Employees shall be entitled to paid rest breaks on the basis of fifteen (15) minutes paid per every four (4) hours of work or major fraction thereof. Employees shall be entitled to a minimum thirty (30) minute unpaid lunch break during every shift of six (6) hours or more. The Employer will provide suitable quarters for employees taking a break.

Section 2. Employee Parking & Public Transportation

Employer will provide employees who meet the benefit eligibility requirements outlined in Article XV parking in the full-time team member parking lot near the arena. Employees may opt-out of the provided employee parking and instead receive a monthly reimbursement of up to \$75.00 for public transportation expenses.

Employer will provide part-time employees parking in an offsite parking lot. Employees may opt-out of the provided offsite parking and instead receive a monthly reimbursement of up to \$50.00

for public transportation costs.

Should operations change, the parties agree to meet and negotiate modifications to this section.

Section 3. Safety

The Employer agrees to maintain adequate security to provide for the safety of employees.

The Employer has jurisdiction in providing a safe working environment for employees and the responsibility to comply with Cal/OSHA. All employees are required to comply with any and all safety regulations, requirements and programs as designated by the Employer.

Section 5. Clock In and Cleanup Time

After clocking in, employees are expected to promptly report to their work areas. Each employee's workday shall include ten (10) minutes to clean up and put away equipment. Time deemed necessary for this purpose shall be paid time.

Section 6. Posted Rules

Employees shall comply with all written rules and regulations of the Employer.

Section 7. Replacement of Employee Property

The Employer shall reimburse employees for glasses or contact lenses broken as a result of an altercation or other incident occurring during the performance of their work assignment, provided that the employee was not at fault. Any such occurrence shall be certified by their supervisor. Further, the same shall apply to watches if they are required to be worn. Reimbursement shall not exceed \$200.00, so employees should not wear expensive glasses or watches.

Section 8. Employer to Provide Equipment

The Employer will not discipline employees if the equipment provided by the Employer prevented the employee from completing their regular assignment. The employee will report the equipment failure to a supervisor immediately.

Section 9. Heating and Air Conditioning

To the extent operationally feasible, the Employer will make efforts to avoid extreme heat or cold conditions in the arena while unit employees are working.

ARTICLE XX - SAVING CLAUSE

If any provision of this Agreement or the application of such provisions to any person or

circumstances be ruled an "unfair labor practice", or in any other way contrary to law, by a Federal or State Court or duly authorized agency, the provision shall be null and void, but the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby. The parties shall meet promptly to negotiate for a replacement of the null and void provision.

ARTICLE XXI - TERM OF AGREEMENT

This Agreement shall become effective as of October 1, 2021, and shall remain in effect through and including September 30, 2025 and from each year thereafter unless either party has served notice in writing upon the other party sixty (60) days prior to the anniversary date of any succeeding year thereafter of a desire to cancel, amend or modify this Agreement.

FOR THE EMPLOYER:

Sacramento Downtown Arena LLC

By: Stacy Wegzyn
Stacy Wegzyn
Senior Vice President, Human Resources

3.23.22
Date

FOR THE UNION:

SEIU-United Service Workers West
By: Mark Sharwood
Mark Sharwood
At Large Vice President / Bargaining Director

3/23/2022
Date

By: Darren Tate
Darren Tate
Chief Shop Steward

3/23/2022
Date

By: _____
Pat Blunk
Utility Shop Steward

Date

By: _____
Robert Harden
Utility Shop Steward

Date

By: _____
Mary McDonald
SEIU-USWW Committee Member

Date

By: _____
Ivan Jauregui
SEIU-USWW Committee Member

Date

APPENDIX A
WAGES AND DIFFERENTIALS

Section 1- Minimum Wage Scale

Employees at the time of employment or transfer into the bargaining unit will be placed on the first (1st) step of the wage scale. On each anniversary date of employment, employees will advance to the next higher step of the wage scale in effect at that time. Employees who reach Step 3 after the effective date of this Agreement will be placed at the correct Step 3 wage scale on each anniversary date of employment.

Classification	Step	10/1/2019	10/1/2021	10/1/2022	10/1/2023	10/1/2024
Percent Increase			4.50%	3.00%	3.00%	3.50%
Utility Person	1	\$14.56	\$15.72	\$16.22	\$16.71	\$17.29
	2	\$15.18	\$16.40	\$16.89	\$17.40	\$18.01
	3	\$21.23	\$21.80	\$22.45	\$23.13	\$23.94
Utility Crew Leader	1	\$15.72	\$16.43	\$16.92	\$17.43	\$18.04
	2	\$16.46	\$17.20	\$17.72	\$18.25	\$18.89
	3	\$22.69	\$23.71	\$24.42	\$25.16	\$26.04
Utility Event Crew Leader	1		\$16.93	\$17.44	\$17.96	\$18.59
	2		\$17.16	\$17.67	\$18.21	\$18.84
	3		\$24.00	\$24.72	\$25.46	\$26.35
Utility Foreperson	1	\$18.04	\$18.85	\$19.42	\$20.00	\$20.70
	2	\$18.84	\$19.69	\$20.28	\$20.89	\$21.62
	3	\$26.66	\$27.86	\$28.70	\$29.56	\$30.59

Section 2. Shift Differentials

Employees who work during the following time periods shall receive the appropriate hourly differentials as specified, only for the hours worked during the time periods shown.

Graveyard Shift 2400-0600 hours \$0.75 above base wage

APPENDIX B
JOB DESCRIPTIONS

Job descriptions found in this appendix are intended to describe the major duties of each classification, but are not intended to prevent the Employer from assigning employees with SEIU/USWW bargaining unit the work of other classifications within SEIU/USWW bargaining unit when necessary to meet operational needs.

The Union agrees that work normally performed by SEIU/USWW members may be assigned to employees outside of SEIU/USWW when the requirements of back to back events at the Arena require the additional assistance.

Utility: Essential Duties and Responsibilities include the following. Other duties may be assigned. Utilizing the highest level of customer service, responds to customer requests and complaints.

1. Set-up and general maintenance of all staging panels, barriers, turnstiles, back drop panels, and stage skirting as it applies to specific needs according to the different shows held in the arena
2. Set-up and general maintenance of basketball floor and goals and all other equipment involved in this set-up.
3. Set-up and general maintenance of all seating components: folding chairs, tables, platforms, risers, telescope and fixed seats.
4. All general maintenance as required by the Employer.
5. Build ice dams and make ice.
6. Remove all ice and equipment.
7. Build risers.
8. Set-up dressing rooms and lounges for events.
9. Lower and raise curtains surrounding the upper seating area.
10. Drop and Pick-up curtains on the catwalk.
11. Pick-up and tear down scorer's table (Excluding equipment on the tables)
12. Hang pictures and banners as needed.
13. Assemble, maintain and repair office, lounge and suites furniture.
14. Install and replace non-rotating signs.
15. Painting/drywall repair.
16. Recognize that occasionally, construction/remodeling work of a significant nature may be awarded to outside contractors
17. Notifies management concerning need for repairs to the arena. Occasional housekeeping and grounds keeping functions as dictated by the Employer.

APPENDIX C
CONTROLLED SUBSTANCE AND ALCOHOL ABUSE POLICY

Section 1. Policy.

In order to promote a safe, healthy and productive work environment for all employees, the Union and the Employer agree that the workplace should be free from the effects of employee use or distribution of illegal drugs and alcohol.

Section 2. Prohibited Activities.

Employees found by Employer to have participated in the following activities will be disciplined, up to and including immediate termination of employment:

- A. Reporting to work or working under the influence of alcohol or drugs;
- B. Using, possessing, transferring, distributing illegal drugs, drug paraphernalia or any other controlled substance during working hours, including lunch breaks and rest periods, on any employee time or Employer property or during Employer business; and
- C. Failure to cooperate with any aspects of this policy, including 1) refusing to submit to testing allowed under this policy; 2) refusing to submit to professional evaluations for drug or alcohol dependency; and/or 3) failure to submit to and complete any rehabilitation conditions imposed by Employer.

Section 3. Employee Testing.

The Employer may test for drugs under the following conditions:

- A. Reason to suspect that an employee is under the influence of alcohol or drugs while on duty or that an employee is in possession of alcohol, illegal drugs or paraphernalia while on duty or on the Employer's premises. Reasonable suspicion shall be determined by supervisors trained to assess whether an individual is likely under the influence of drug or alcohol.
- B. Whenever the actions or omissions of an employee may have caused or contributed to an industrial accident.
- C. Testing conducted pursuant to a rehabilitation agreement.

Section 4. Prescription and Over-the-Counter Drugs.

Where there is use of legal drugs that can impair the employee's ability to perform his/her job or to perform his/her job safely, the employee should immediately inform his/her supervisor. If the employee is impaired by the use of the prescription drug, the Employer can determine whether there is a reasonable

accommodation that can be made while the employee takes such drug, or if no reasonable accommodation can be made then determine what action should be taken as a consequence of the residual impairment from the drug.

Section 5. Grievance Procedure.

All disputes concerning the interpretation and application of this Drug and Alcohol Abuse and Drug Testing policy will be subject to the grievance and arbitration procedure of the collective bargaining agreement.

Section 6. Treatment Referral Program

The Employer encourages employees who have questions about alcohol and drug use to talk to management in private. The Employer supports efforts by its employees to learn more about these issues and to seek help when needed. Safety and personal health starts with each individual, but benefits everyone. The Employer will refer employees who need information and assistance to treatment programs. It is the responsibility of each employee to seek assistance before drug and alcohol problems lead to disciplinary action.

The employee's decision to seek prior assistance from the employee referral program will not be used against the employee in any disciplinary proceeding. However, an employee's use of the program will not be a defense to the imposition of disciplinary action where facts proving a violation of this Policy are obtained outside of the employee referral program.

Section 7. Drug/Alcohol Screening

Whenever there is an accident resulting in serious damage or an injury to any person, the Employer reserves the right to require employees involved in such accident to submit to drug/alcohol screening. Refusal by the employee to submit to such testing is grounds for immediate termination. The Employer agrees to maintain the confidentiality of testing results as required by law. Employees discharged as a result of this Section may request reinstatement after completing a certified rehabilitation program (to be paid by the employee). However, the Employer reserves the right to deny reinstatement depending on the circumstances surrounding the incident.

APPENDIX D

SEIU NATIONAL INDUSTRY PENSION FUND

Section 1. Coverage

Sacramento Downtown Arena LLC, hereinafter called the Employer, agrees to make periodic contributions on behalf of all employees covered by Article XV, Section 5, "Pension", of the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund (hereinafter, the "Fund") in the amounts specified in Section 3 below.

Section 2. Term

The Employer agrees to become and remain a participating Employer in the Fund as provided in the Collective Bargaining Agreement, including any extensions thereof.

Section 3. Contributions

As of October 1, 2021 the Employer agrees to contribute to the Fund \$0.45 per paid hours for all covered employees who have worked in a covered classification for at least 90 days.

The Default Supplemental Contribution of 62.5% under the National Industry Pension Fund Rehabilitation plan shall be applicable only to the previous base contribution rate of \$0.40 per hour.

Contributions required by this provision shall be postmarked on or before the fifteenth (15th) day of the month following the period for which contributions are due.

Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 4. Trust Agreement

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated by them by that Agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

Section 5. Cooperation

The Employer and the Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining

and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

Section 6. Approval by Trustees

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by Article XV, Section 4, "Pension", of the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

Section 7. Miscellaneous

In the event of any inconsistency between this Appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.