



AGENDA STAFF REPORT

Agenda Item

2

ASR Control 18-001433

MEETING DATE: 02/26/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Barry A. Rondinella (949) 252-5183
 Kevin B. Flynn (949) 252-6038

SUBJECT: Renew Contract with Flagship Airport Services Inc.

CEO CONCUR
Concur

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$1,437,058

Annual Cost:
FY 2019-20 \$5,748,233
FY 2020-21 \$4,311,175

Staffing Impact: No

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: Airport Operating Fund 280:100% **County Audit in last 3 years:** No

Prior Board Action: 02/14/2017 #25

RECOMMENDED ACTION(S):

Authorize the County Procurement Officer or Authorized Deputy to execute Amendment Number Two to renew Contract with Flagship Airport Services Inc. to provide custodial maintenance services for John Wayne Airport, effective April 1, 2019, through March 31, 2021, and to increase the two-year contract amount by \$1,358,666 for a two-year not-to-exceed amount of \$11,496,466 and a four-year cumulative not-to-exceed amount of \$21,634,266.

SUMMARY:

Renewal of the Contract with Flagship Airport Services Inc. will continue to provide custodial maintenance services for John Wayne Airport's entire Thomas F. Riley Terminal and outlying buildings.

BACKGROUND INFORMATION:

Janitorial services at John Wayne Airport (JWA) are performed 24 hours a day, 7 days a week, 365 days a year. Areas covered by these services encompass public and County spaces including the Thomas F. Riley Terminal Building, exterior walkways, the Eddie Martin Administrative Office Building, the JWA Maintenance Building, general aviation restroom facilities, and parking structure lobbies and stairways.

On February 14, 2017, the Board of Supervisors (Board) authorized the County Procurement Officer or authorized Deputy to execute Contract MA-280-17010947 for Janitorial Services Between County of Orange, John Wayne Airport and Flagship Airport Services Inc. (Flagship), effective April 1, 2017, through March 31, 2019, with the option to renew for two years. The Contract was amended on April 24, 2018, to increase the insurance Automobile Liability from \$1,000,000 to \$10,000,000. The Contract includes all labor, equipment, and materials including restroom paper supplies and other cleaning products required for on-site janitorial services at JWA.

JWA seeks Board approval to execute Amendment Number Two to renew the Contract for two additional years. The two-year, not-to-exceed Contract amount would be \$11,496,466, which reflects an increase of \$1,358,666 over the current two-year term. This cost increase is primarily attributable to mandated increases in wages, vacation accrual rates and employee medical benefits pursuant to the Service Employees International Union agreement covering large facilities for Los Angeles and Orange counties. A smaller portion of the increase is due to upgrades and increases in the cost and consumption rates of disposable and consumable custodial products. JWA has researched and verified the proposed cost increases against the union agreements and determined that the labor cost increases are consistent with the costs in the union agreement and that the material cost increases are fair and reasonable. The final component of the annual cost increase is due to the inclusion of \$125,000 per year for additional or unanticipated work directly related to the scope of the contract.

This Contract includes subcontractors. See Attachment B for information regarding subcontractors and the Contract Summary Form.

Flagship’s performance has been confirmed as at least satisfactory. JWA has verified there are no concerns that must be addressed with respect to Flagship’s ownership/name, litigation status or conflicts with county interests. Furthermore, Flagship has provided JWA with above-standard service in maintaining facility cleanliness, and has been extremely responsive and consistent in rapidly resolving all of JWA’s concerns during the current Contract period.

Performance Metrics

JWA uses a Computerized Maintenance Management System to track Flagship’s activities and service results. There are 402 different Preventative Maintenance (PM) items that are assigned to Flagship at various frequencies (daily, monthly, quarterly, semi-annually and annually) throughout the contract term. These PM tasks encompass specialty cleaning of various surfaces as well as routine cleaning and maintenance. The following chart summarizes Flagship’s performance of these metrics:

Performance Metrics			
Tasks	Assigned (01/01/2018 – 12/31/2018)	Completed (01/01/2018 – 12/31/2018)	Percentage
Janitorial Daily PM	365	365	100
Janitorial Monthly PM	12	12	100
Janitorial Quarterly PM	4	4	100

Carpet Cleaning Monthly PM	12	12	100
Marble Maintenance Quarterly PM	4	4	100
High Glass Clean Semi-Annual PM	2	2	100
Clean Vents HVAC Semi-Annual	2	2	100
High Cleaning Annual PM	1	1	100

Compliance with CEQA: The proposed project was previously determined to be Categorical Exempt from the California Environmental Quality Act pursuant to Section 15301 (Class 1) of the CEQA Guidelines, which provides for the exemption of projects involving the operation, maintenance and repair of existing public facilities, on February 14, 2017, when it was originally approved.

FINANCIAL IMPACT:

Appropriations for this Contract are included in the FY 2018-19 Budget and will be included in the budgeting process for future years.

The Contract includes provisions allowing the department to terminate the Contract, reduce the level of services, and/or renegotiate the levels of services to be provided as necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Amendment Number Two Renewal Contract MA-280-17010947 with Flagship Airport Services Inc.
- Attachment B - Contract Summary Form
- Attachment C - Maintenance Contractors LA/OC Agreement with SEIU USWW, United Service Workers
- Attachment D - California Service Employees Health and Welfare Trust Fund

**Amendment Number Two to
Contract MA-280-17010947
For
Janitorial Services
Between
County of Orange, John Wayne Airport
And
Flagship Airport Services Inc.**

This Amendment Number Two ("Amendment") is made between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA"), and Flagship Airport Services Inc. ("Contractor"), which are sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

Whereas, the Parties entered into Contract MA-280-17010947 for Janitorial Services, effective April 1, 2017 through and including March 31, 2019 in the amount of \$10,137,799.70; hereinafter referred to as "Contract"; and,

Whereas, the Parties executed Amendment Number One to increase the insurance Automobile Liability coverage; and

Whereas, the Parties desire to renew Contract for two (2) additional years;

Now therefore, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. Replace Article S. "Change of Ownership" in its entirety with the following:

Change of Ownership/Name, Litigation Status, Conflicts with County Interests

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

2. Replace Scope of Work, Section 10. "Supplies" subsection h. with the following:
 - h. Supply 2-ply toilet paper in all office areas and in the Terminal. Toilet paper shall be the maximum size that can fit in the dispensers properly.
3. Add the following line to Attachment A-2 – Cleaning Schedule, Shift 3 – 7 Days per Week – 11:00pm-6:30am, "MAINTENANCE BUILDING (3180 AIRWAY AVE.) to be serviced Monday through Friday":

Service Description	Daily	Wkly	Mnthly	Qtrly	Yrly
Pressure wash exterior concrete walkway				1x	

4. Renew Contract for two (2) additional years effective April 1, 2019 through and including March 31, 2021 in the amount not to exceed \$11,496,465.48
5. Replace Attachment B – Contractor's Pricing as follows:
 - II. **FEES AND CHARGES** - County will pay the following fees in accordance with the provisions of this Contract.

The fixed price shall include all requirements and expenses related to the performance of work and services set forth in the Scope of Work.

Payment terms: Payment shall be made in accordance with the provisions of this Contract regardless of the number of days in the month:

TWO YEARS CONTRACT TOTAL AMOUNT NOT TO EXCEED \$11,496,465.48



Description	Unit	Unit Cost	No. of Units	Total Annual Cost
Janitorial Costs	Monthly	\$363,669.85	12	\$4,364,038.20
Supplies, Materials & Equipment	Monthly	\$56,750.40	12	\$681,004.80
Carpet Cleaning	Monthly	\$29,163.40	12	\$349,960.80
Marble Maintenance	Quarterly	\$30,514.40	4	\$122,058.40
Linear Vents & HVAC Diffusers	Semi-annual	\$4,391.40	2	\$8,782.80
Carpet Cleaning Outer Buildings	Semi-annual	\$1,683.37	2	\$3,366.74
Terminal Interior & Exterior High Glass Cleaning Above 10 Feet	Semi-annual	\$30,289.40	2	\$60,578.80
High Cleaning Above 30 Feet	Annual	\$33,442.20	1	\$33,442.20
Annual Amount				\$5,623,232.74
Additional Services (lump sum with COUNTY-approved quote)				\$125,000.00
TOTAL ANNUAL CONTRACT AMOUNT				\$5,748,232.74

6. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties have executed this Amendment to the Contract on the dates shown opposite their respective signatures below.

Flagship Airport Services Inc.*

	David Pasek	President	1/3/19
Signature	Name	Title	Date
	Greg Bogdanovich	CFO	1/3/19
Signature	Name	Title	Date

**If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth:*

- *The first signature must be one of the following: a Chairman of the Board; b President; c any Vice President.*
- *The second signature must be one of the following: a Secretary; b Chief Financial Officer; c any Assistant Secretary; or d any Assistant Treasurer.*
- *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

County Authorized Signature

		Deputy Purchasing Agent	
Signature	Name	Title	Date

Approved by the Board of Supervisors on: _____

Approved as to Form:
County Counsel

By:  _____
Deputy

Contract Summary Form

Flagship Airport Services, Inc.

SUMMARY OF SIGNIFICANT CHANGES

- Costs: increase of \$1,358,666. Page 2

SUBCONTRACTORS

This contract allows for subcontracting with John Wayne Airport's consent pursuant to Attachment B, Section B, Fees and Charges within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Master Machine & Maintenance	Marble Restoration	Unknown
South Shore	Window Cleaning	Unknown

CONTRACT OPERATING EXPENSES

Appropriations for this contract are included in the FY 2018-19 Budget and will be included in the budgeting process for future years.

Description	Unit	Unit Cost	No. of Units	Total Annual Cost
Janitorial Costs	Monthly	\$363,669.85	12	\$4,364,038.20
Supplies, Materials & Equipment	Monthly	\$56,750.40	12	\$681,004.80
Carpet Cleaning	Monthly	\$29,163.40	12	\$349,960.80
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High Cleaning Above 30 Feet	Annual	\$33,442.20	1	\$33,442.20
Total Annual Amount				\$5,623,232.74
Additional Services (lump sum with approved quote)				\$ 125,000.00
TOTAL ANNUAL CONTRACT AMOUNT				\$5,748,232.74

**MAINTENANCE
CONTRACTORS
LOS ANGELES/ORANGE COUNTY AGREEMENT
WITH
SEIU USWW, UNITED SERVICE WORKERS-WEST, SEIU, CTW
May 1, 2016 through April 30, 2020**

Los Angeles/Orange County Maintenance Contractors Agreement
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AGREEMENT

THIS AGREEMENT is entered into the 1st day of May, 2016 by and between SEIU United Service Workers West, SEIU, CtW, CLC ("Union"), and ABM Industry Groups, LLC ("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. Covered Locations

Subject to the provisions of Section B 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 and those counties referenced in the areas of Appendix G to this Agreement.

B. Non-Covered Locations

This Agreement will not apply to:

1. The following retail establishments in Orange County, until April 30, 2020:
Westminster, Mission Viejo, Laguna Hills, Anaheim Garden Walk, and Arnel.
2. Janitorial-maintenance operations which are subject to any other collective bargaining agreement(s) between the Employer and the Union.

C. Malls in Los Angeles County

It is the intention of the parties 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.

D. Malls Outside of Los Angeles and Orange Counties

Malls located in counties covered by this Agreement other than Orange or Los Angeles Counties are subject to the appropriate provisions of Area 4 and Area 5.

ARTICLE II – DEFINITIONS

A. Regular Employee

Los Angeles/Orange County Maintenance Contractors Agreement**2016 - 2020**

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.

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 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 C.O.P.A. (Committee on Political Action) check-off or to the Participation Justice Fund (Employee must choose between one of the aforementioned Funds), 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.

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2. The regular monthly dues for regular employees shall be deducted from the first paycheck of each calendar month. For newly hired regular 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 owing month. In the event an employee terminates his/her employment before his/her 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), Social Security 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, and Union enrollment status of all employees whose names are listed on the check-off for the first time during that month or who have terminated employment during that month.

4. 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.
 - a. On a one-time basis, the Employer shall in the first pay period of June 2008 request the employees to correct their addresses on their paychecks. The Employer shall submit this list to the Union by July 15, 2008.
 - b. The Employer agrees that the list set forth in this Article shall be submitted in Microsoft Excel or compatible format or another electronic format mutually acceptable to both parties.

ARTICLE IV - HIRING AND EMPLOYMENT – ORANGE COUNTY**A. Union Referral**

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.

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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.

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 County of Orange.

B. 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.

C. 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.

D. Notice to New Employees

The Employer shall, at time of hire, inform each new employee who comes under the scope of this Agreement of the existence and terms of this Agreement and of such employee's obligations of Union membership. The Union will provide the Employer with a new member packet for distribution to new employees.

The Employer shall have each new employee fill out the Union application for membership card and payroll deduction authorization form for withholding of Union dues, at the time of hire. Said forms shall be sent to the Union in accordance with the check-off provisions of this Agreement. The Union agrees to provide the aforementioned forms. In the event the new hire refuses to sign, the Employer will refer the new hire to the Union and notify the Union immediately.

E. Disputes

Should any dispute arise concerning the rights of the Employer, the Union, or employees under this Article, 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 XXVII ("Grievance and Arbitration") and XXVIII ("Expedited Arbitration") of this Agreement. The Parties expressly agree that the provisions of Article XXIX ("No Strikes and Lockouts") remain in full force and effect for the term of this Agreement.

F. New Buildings

The following has been agreed to by the Employer and the Union with regard to facilities subject to Article I of this Agreement and within the geographical area of this Agreement not currently covered by a collective bargaining agreement with the Union:

1. The Employer agrees to recognize the Union as the bargaining agent for the employees at the facility from the first day of its operation of the facility.

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2. The Employer agrees that all terms of the Phase-In Agreement listed in Appendix D-1 with the Union will be applicable.
3. Excluded are guards, supervisors, clerical employees, management employees, and sales personnel as defined in the National Labor Relations Act.
4. 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.
5. The Employer agrees that all employees who are not, or who hereafter may become employed in any of the classifications listed hereunder, or any related janitorial classifications, shall, as condition of employment, become and remain members and be subject to the jurisdiction of the Union as provided in Article III hereof.
6. A list of all accounts in effect on May 1, 2008 as defined in Article I of this Agreement shall be furnished to the Union. Any new locations coming under the jurisdiction of this Agreement shall be added to the list. Locations lost will be dropped off the list.

G. Laid-Off Employees

Full time employees on lay off and regular part time and extra employees shall receive preference over all new hires in the event the Employer hires employees.

H. 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 have been violated.

I. 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 day time phone number if he/she works, as well as his/her home phone number.

J. 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 Articles IV and V.

K. 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.

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1. Temporary and Permanent Placement

- a. 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 hire employees, regardless of seniority.
- b. 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 this paragraph 1 of Section K the most senior employee for placement. The Union shall have five (5) business days to fill said position.

ARTICLE V - HIRING AND EMPLOYMENT – LA COUNTYA. Inform New Employees

The Employer shall, at the time of hire, inform each new employee who comes under the scope of the Agreement of the existence and terms of the Agreement and of such employee's obligations of Union membership. Further, the Employer shall, at the time of hire, give each new employee a copy of the NOTICE TO NEW EMPLOYEES. The Union agrees to provide the Employer with copies of this notice written in Spanish and English.

B. Referral for New Employment Procedures

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:

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.

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 he/she qualifies:

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

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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 Saturday's, Sunday's 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, all fees charged will be paid by the Employer.

ARTICLE VI – REFERRAL SYSTEM FOR TEMPORARY AND REGULAR JOB ASSIGNMENTS**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.

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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.

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, provide 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 a 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.

E. Disputes

Should any dispute arise concerning the rights of the Employer, the Union, or employees under this Article, 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 XXVII ("Grievance and Arbitration") and XXVIII ("Expedited Arbitration") of this Agreement. The Parties expressly agree that the provisions of Article XXIX ("No Strikes and Lockouts") remain in full force and effect for the term of this Agreement.

ARTICLE VII - ENFORCEMENT

A. Visitation by Union Representatives

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.

B. Advance Notice

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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

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. 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. Co-Located Job Sites

The parties agree to continue the current practice at co-located job sites concerning the number of stewards per co-located job site.

E. 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 only in buildings where practical and space permits.

ARTICLE VIII - 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 IX - WORKING CONDITIONS**A. Uniforms**

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.

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.

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. 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 2 and 3 below.
2. 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:
3. The work to be subcontracted is not as described in the classifications of this Agreement; or
4. 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.
 - i. 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
 - ii. 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.
5. 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.

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 according to the IRS rate for reimbursement.

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 translated into Spanish and/or one additional language, if warranted, 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 in translation under the same conditions if the affected employee(s) are not fluent in English.

K. Involuntary Transfers

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 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 similar geographic region to a vacant position 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 building 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 or Foreperson, the Employer may temporarily place the affected Day Porter or Foreperson in a lower 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.

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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 Area the Employer may place the affected employee on the temp list.

L. Lie Detectors

The employer agrees to abide by federal and state laws concerning polygraph testing of bargaining unit employees.

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, employees involved in the dispute will have the right to review their work schedule together with their Union representatives, and a representative of the Employer. The Union is free to file a grievance if the matter is not amicably resolved. The grievance resolution process includes a walkthrough of the area(s) in question, at the request of the employee.
3. 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.

ARTICLE X - BUILDING SITE SENIORITY**A. Seniority and Work Records**

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.

B. 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 B. shall mean the entire complex of buildings at that work site.

C. 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.

D. Voluntary Transfers

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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.

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. Probationary Employees

Employees shall not attain seniority until they have completed a probationary period of ninety (90) workdays, with a minimum of 720 hours. This probationary period may be extended by mutual agreement between the Union and the Employer. Termination for any cause during this period shall not be subject of the Arbitration provisions (Articles XXVII and XXVIII) of this Agreement.

F. Job Posting

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.

G. Recall

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 they are assigned to.

H. Eligibility for Recall

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 six (6) 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 six (6) month period. Employees on recall status shall retain their original date of hire for purposes of seniority.

I. No Inter-Building Bumping

Except as provided in Section M of Article VIII, seniority shall not be used for inter-building bumping purposes.

J. 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 shall be entitled up to thirty (30) days.

2. Employees with five or more years of seniority shall be entitled to up to ninety (90) days.

ARTICLE XI – HOLIDAYS – ORANGE COUNTY

A. Paid Holidays

The following days shall be observed as holidays with pay for all regular full time or regular part time employees employed by the Employer.

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

B. Holidays Not Worked

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.

C. Rate of Holiday Pay

Pay for holidays worked shall be at the rate of time and one half (1½) for all hours worked, in addition to the employees regular day's pay. Any employee who is called into work on a stated holiday shall be guaranteed a full work day. Such employee shall not be required to work less than his/her regular shift and shall be paid in accordance with the provisions of this Section C.

D. Observance of Holidays

It is the purpose of this Article to provide the aforementioned holidays each year. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. In the event a holiday falls on a Sunday, it shall be observed on the following Monday.

E. Holiday Qualification

The employee must work his/her scheduled shift before and after a holiday to be eligible for holiday pay. The foregoing sentence does not apply for one (1) holiday per calendar year. The employee shall not forfeit his or her 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.

F. Holiday Days Off

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.

G. Alternate Schedule

In order to provide employees with three (3) day weekends when Holidays fall on Saturday, Sunday or Monday, the Employer agrees to meet and negotiate an alternate work schedule.

H. Observance of Holidays Not Listed in This Agreement

1. Where an employee is denied access to his/her job location because it is closed for a holiday that is not listed in the geographical appendix covering his/her job location, the employee shall receive that holiday with pay.
2. 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 his/her regular day's pay.
3. Where a job location is closed for a holiday, but no employee is denied access to his/her job, that holiday shall be treated as a regular work day, and each employee shall work his/her regular shift.

ARTICLE XII - HOLIDAYS – LOS ANGELES COUNTYA. Holiday Observance

Except as otherwise specified in Geographical Appendix G for certain exempted Areas, the following holidays shall be observed as holidays with pay for each employee:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

1. 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.
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. In order to provide employees with three (3) day weekends when Holidays fall on Saturday, Sunday, or Monday, the Employer agrees to meet and negotiate an alternate work schedule. The alternate work schedule shall recognize customer needs and not increase Employer costs.
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. In such case the employee shall be permitted to take such floating holiday within one (1) week prior to or one (1) week after the time originally requested.

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6. The work shift beginning on the holiday observed shall be considered the holiday shift for all purposes, including the payment of premium pay.
7. The employee must work his/her scheduled shift before and after a holiday to be eligible for Holiday Pay. The foregoing sentence does not apply for one (1) holiday per calendar year. The employee shall not forfeit his or her 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.

B. Holiday Pay

1. Pay for holidays not worked shall be at 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. Any employee who is called in to work on a stated holiday shall be guaranteed a full work day. Such employee shall not be required to work less than his/her regular shift, and shall be paid in accordance with the provisions of this Paragraph 2.
3. The Employer shall not substitute an additional day off for any holiday where the intent or effect is avoid paying any employee at the premium rate for all hours worked on a holiday.
4. 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. Observance of Holidays Not Listed in this Agreement

1. Where an employee is denied access to his/her job location because it is closed for a holiday that is not listed in the geographical appendix covering his/her job location, the employee shall receive that holiday with pay.
2. 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 his/her regular day's pay.
3. Where a job location is closed for a holiday, but no employee is denied access to his/her job, that holiday shall be treated as a regular work day, and each employee shall work his/her regular shift.

ARTICLE XIII - VACATIONS – ORANGE COUNTY**A. Vacation Benefits**

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

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

B. 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.

C. 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.

D. Vacation Pay

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

E. 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.

F. 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.

G. 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.

H. Change of Employers

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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. 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 XIV - VACATIONS – LOS ANGELES COUNTY**A. Vacation Benefits for Continuing Employees**

1. Except as may be otherwise specified in Appendix G, 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.

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

B. Vacation Period

1. 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.
2. Employees may take their vacation in nonconsecutive weeks of the employee's choice provided mutual agreement is reached between the Employer and the employee.
3. All request 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.

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1. All employees shall receive vacation benefits in accordance with the provisions of this Article.
2. All employees shall receive their vacation paycheck on the payday immediately preceding the day on which such employees start their vacation.
3. 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.
4. Vacation pay for extra employees shall be based upon their average number of hours worked over the period since their employment anniversary date.

D. Pro Rata Vacation for Terminated Employees

1. 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:
 - a. The Employee's Length of Service Shall be Determined: For the purposes of this Article, 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.
 - b. The Employee's Rate of Vacation Accrual Shall be Determined: Depending upon the amount of vacation with pay that an employee may be entitled to based upon the geographical appendix under which they work, the rate of accrual shall be as a percentage one (1) year's work, from the employee's previous anniversary date of employment.

E. Health and Welfare and Pension Contributions for Vacationing Employees

1. The Employer shall make the appropriate payment into 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.
2. 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.

ARTICLE XV - TIME LOST

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 employees total months of employment provided the affective employee has five (5) years of seniority.

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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 employees total months of employment provided the affective 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 employees total months of employment provided the affective employee has one (1) year of seniority.

ARTICLE XVI - 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. Job Hours Conversions

The Employer and the Union agree to establish a mutually agreeable policy for each Employer by April 1, 2001 for the purpose of establishing by attrition, eight (8) hour work days 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.

D. Rest Periods

Each employee shall be allowed a rest period of not less than ten (10) minutes in each four (4) hour work period. 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 (½) hour lunch period, which shall be unpaid.

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.

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, "Building Site Seniority", of this Agreement. Employees who are laid off due to a job

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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 XVII - WAGES – ORANGE COUNTY**A. 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.

B. 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.

C. Payment of Wages

All disbursements for wages shall be made on the sixth (6th) work day 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.

D. Inspection of Wage Payment Records

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

E. 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.

F. 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.

ARTICLE XVIII - WAGES – LOS ANGELES COUNTY**A. 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.

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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.

1. 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 G, 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.

- C. 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 G, 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 G ("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. 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 G (e.g., an Area 2 employee would continue to receive Area 2 wages and benefits) for the actual geographical area of their job locations.
5. The Employers agree to provide the Union with a list of current Union job locations affected by the above. The Parties agree that this list is not intended to be all-inclusive.

- D. Shift and Sunday Premiums

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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.

E. 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.

F. 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.

G. 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 work days after the close of the pay period. Each employee shall be notified when his/her pay period end.
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.

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4. Upon notification by the Union of an error in any paycheck which results in the employee receiving less than all of the wages he/she is entitled to: 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.

H. 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 H, 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.

I. 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.

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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, 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.
3. 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.
4. The Employer shall provide the Union annually a list as to each employee's sick leave and vacation accrual.
5. 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.

K. Changes in Minimum Wage

An amount equal to any increase in wages or benefits which is mandated by a change in the California or Federal Minimum Wage Law shall be credited against any increases which would thereafter come into effect as a result of this Agreement. For example, on 1/1/01 an employee's wage would have increased by 50¢ per hour as a result of a change in the California minimum wage. Effective 4/1/01 that employee was eligible to receive a 60¢ per hour increase under the terms of the agreement then in effect between the Union and the Employer. The employee's wage rate on 4/1/01 would have been increased 10¢ per hour. Notwithstanding any other provision of this Agreement, employees shall make at least 30¢ per hour over California or Federal minimum wage rates. This provision shall not apply to any "Living Wage" law or ordinance adopted by any political subdivisions of the State of California, nor to any changes to minimum wage rates already approved by the aforementioned as of the execution of this Agreement.

ARTICLE XIX - SICK LEAVE**A. Eligibility**

1. 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.

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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.

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 **twenty-four (24) 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.

2. **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.

B. Total Employment

The Employer will recognize the employee's total employment as defined in Article X of this Agreement for all purposes under this Article. 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

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.

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

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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

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.

F. Proof of Illness

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.

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 of the Master Agreement or of the law, cooperating in an investigation or prosecution of an alleged violation of this Article of the Agreement or of the law, or opposing any policy or practice or act that is prohibited by this Article 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, 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.

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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, the outgoing employer shall pay each employee who remains at the job location his/her paid sick leave balance.

ARTICLE XX - 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 and Reduction of Staff

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 layoff, speed up or change in the hours or starting and quitting time:

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- a. The job location and affected suite numbers at which the proposed layoff, speed up or change in the hours or starting and quitting time 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 employees the Employer desires to lay off, speed up or change the hours or starting and quitting time of, or positions the Employer desires to eliminate;
 - d. The date and reason for the proposed layoff, speed up or change in the hours or starting and quitting time, or reduction in staffing.
 - e. The union shall not require the Employer to provide information related to staff reductions 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 when the Employer has complied with the provisions of this Article 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.
 - 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.
 4. Where the Employer proposes to layoff or make other changes pursuant to this Article 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.

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5. 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.
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 Articles IV and V.
8. An employee laid off from a job location pursuant to this Article shall retain recall rights at said job location pursuant to Article IX, Section 1.

C. Registration of Job Location

The Employer shall furnish to the Union, in writing, the names and addresses of all jobs, the number of employees on each job and classification, wage rates and hours employed per week. This information shall be submitted to the Union by the Employer within thirty (30) days after the execution of this Agreement, on a standard form approved by the Union.

D. Termination of Employer's Services

1. The Employer shall furnish to the Union, in writing, on a standard form approved by the Union, the name and address of any job where the Employer's services are being terminated, together with the number of employees, job classification, number of man hours worked per day and per week, starting and quitting time of each employee and the wage rate of each employee at the job location.
2. In the event the Employer's client terminates the Employer's services without initiating a bidding process, the Employer shall also provide the following:
 - a. A summary of current cleaning specifications (AKA "scope of work") for the job location, including but not limited to dusting, vacuuming and mopping frequencies, and additional duties, such as, waxing or recycling.
 - b. Current vacancy including:
 - i. Total fully-occupied square footage of the job location;
 - ii. Total square footage currently vacant.
 - iii. The above information shall be submitted to the Union in the required form at least two (2) weeks prior to the date the Employer's services are to be terminated.

E. New Jobs

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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 in writing of the names and addresses of any jobs purchased, sold or transferred and the names of the employees employed at 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 for any job location covered by this Agreement within forty-eight (48) hours (excluding weekends and holidays) upon receipt of a request from the Union:
 - a. The number of employees and the name of each employee;
 - b. Job classifications;
 - c. Number of hours worked per day, and per week;
 - d. Starting and quitting times of each employee;
 - e. The wage rate and fringe benefit costs specifically, but not limited to, health insurance, sick days, and pension (if applicable) of each employee;
 - f. The original hire date of each employee with the Employer, other employers or at the job location, whichever is earlier;
 - g. The original hire date of each employee at the job location.
 - h. A summary of current cleaning specifications for the job location, including but not limited to dusting, vacuuming and mopping frequencies, and additional duties, such as, waxing or recycling.
 - i. Current vacancy including:
 - i. Total fully-occupied square footage of the job location;
 - ii. Total square footage currently vacant.
2. The Union agrees that it will designate an authorized person(s) 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 only when it has been determined that bona fide bids are being requested.
3. It is the entire responsibility of the incumbent Employer to provide correct and timely information pursuant to this Section. The incoming Employer shall be fully responsible for employing all employees at the job location at their correct number of hours worked and

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paying all wages and benefits the employees at the job location are entitled to. 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.

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. Contact the Union for the number of employees, all job classifications, number of man hours worked per day and per week, starting and quitting time of each employee and the wage rate and fringe benefit costs of each employee at the job location.
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.

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, 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.
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).

J. Inspection of Records

The Union shall have the right to conduct an investigation, including the inspection and auditing of payroll records of the Employer and at any job location, building or establishment, in order to determine whether any provision of the Agreement has been violated. The Union shall have the right to conduct such investigation of the books and records of the Employer at the office of the Employer where such books and records are customarily maintained.

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.
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 and/or fails to provide the proper wages, benefits and conditions as set forth in this Section, 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. 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.

L. Non-Covered Locations

1. Upon assumption of work at any job location not currently (as of May 1, 2012) 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. 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.

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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) or Appendix D-2 (Los Angeles County) to this Agreement.

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

M. Union Enforcement

The Union agrees to fairly and equitably enforce this Article and will audit, when necessary, Employers who have submitted the information as required by this Article 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 XXVII or Article XXVIII 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 XXI – 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 his/her 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, service shall mean the employee's total months of employment with the Employer.
2. An employee with at least one (1) year service shall be granted a leave(s) of absence up to a period of ninety (90) days under the conditions set forth in paragraph 1 of this section.
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.
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.

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.

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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 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 XV, 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 XV, 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

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.

ARTICLE XXII - DEATH IN THE FAMILY

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;

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grandparent; grandchild; or sibling. In the event of the death of a brother-in-law, sister-in-law, father-in-law, mother-in-law, or employee's grandparents, the employee may be granted the leave above from vacation, sick leave, or unpaid leave.

The Employer may require reasonable proof of death. The Employer will exercise good faith discretion in requiring such proof.

ARTICLE XXIII - 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, disability, veteran status, sexual orientation, 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 XXIV - HEALTH AND SAFETY

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.

Employees are required to promptly report 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.

ARTICLE XXV - 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 VII. Prior to any changes by management, the Union shall be notified. If the Union is not notified, then the Union shall have recourse to Articles XXVII and XXVIII.

ARTICLE XXVI – DISCIPLINE AND DISCHARGE**A. Discharge and Discipline**

Discharge or other discipline shall be for cause only. When an employee is discharged or suspended, the Employer shall give the employee a written statement as to the reasons for such termination or suspension. Such notice shall be delivered to the employee within twenty-four (24)

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hours after his/her termination or suspension. The Union, upon request, shall have the right to receive a copy of such notice.

B. Warning Notices

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 he/she 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.

ARTICLE XXVII - GRIEVANCE AND ARBITRATION**A. 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 XXVII, Article XXVIII or Alternate Dispute Resolution Protocol.

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. Probationary employees do not have recourse to the Arbitration Procedure.

B. Procedure

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

1. The Employer or his/her representative shall meet with a representative of the Union and attempt to resolve the issue in dispute; if then they are unable to resolve the dispute, it shall upon request of the moving party:
2. Be referred to a committee composed of two representatives designated by the Union and two representatives designated by the Employer; if this committee is unable to resolve the dispute to the satisfaction of both parties within five (5) days, the moving party may:

3. **Non-binding Mediation:** Following the completion of Step 2, either party may 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) days.

The mediator shall be designated by the regional office of the Federal Mediation and Conciliation Service:

- a. 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.
 - b. 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.
 - c. The Mediation Board shall meet as required and shall consider fully all aspects of the issues presented.
4. Submit its grievance to an impartial arbitrator for arbitration. In the event the parties are unable to agree upon the selection of an arbitrator within twenty-one (21) calendar days after the referral to arbitration, shall then exchange lists of five arbitrators each within the following seven (7) days. An arbitrator whose name appears on both lists shall be considered mutually acceptable. If the initial exchange does not result in the selection, the parties 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; the last remaining arbitrator shall hear the grievance.

C. 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. Notwithstanding any other provision in this Article XXVII, 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 XXVII.

D. Fees

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

E. Legal Actions

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Nothing contained in this Article 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.

F. Other Claims

Nothing contained in this Article shall prevent an employee or the Union from submitting claims for alleged wage shortages, or 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.

G. 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 shall be deemed waived. This waiver shall not be construed to limit back-pay awards or settlements to 60 days for continuing wage violations exclusive of classification wage claims.

ARTICLE XXVIII - EXPEDITED ARBITRATION**A. Arbitration Period**

In order to provide for the timely and informal resolution of disputes, grievances filed pursuant to Article XXVII of this Agreement may be filed pursuant to this Expedited Arbitration Procedure. There shall be a panel of not more than three permanent arbitrators on a rotating basis. If the parties cannot agree on the number of panelists, then the panel shall consist of three (3) arbitrators. The initial panel shall be selected as provided in Section B. Either party may remove a member of the panel by serving written notice of its intention to do so on the other party within thirty (30) calendar days preceding May 1, 2012, or any subsequent May 1st during the term of this Agreement. Neither party may remove more than two (2) members of the panel during the term of this Agreement. In the event that a member of the panel is removed by one of the parties, or a position on the panel becomes vacant due to death, disability or resignation, the parties shall meet within ten (10) days of such removal, or the creation of such vacancy, for the purpose of selecting a replacement as provided in Section B.

B. Selection of Arbitrators

The procedure for selecting the members of the initial panel and for filling vacancies shall be as follows:

1. The parties shall meet promptly to select mutually acceptable arbitrators.
2. The initial list of expedited arbitrators shall be: Sara Adler; Walter Daugherty; Kenneth Perea.

2. Time Requirements

The Arbitrator shall be the sole arbitrator to hear and determine the matter. Such hearing shall be held within ten (10) days after the arbitrator receives notification of the dispute. The arbitrator shall

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consider and decide the grievance and shall render a decision immediately after hearing and consideration of all evidence presented. The arbitrator may request and upon mutual agreement of both parties to the dispute receive additional time to deliberate on the matters presented but in no case shall the decision be delayed beyond the forty-eight (48) hours following the close of the hearing.

D. Arbitrator's Decision

The Arbitrator shall orally advise the parties of his/her decision with a brief explanation of the basis thereof. The Arbitrator shall make a brief, signed note upon the written grievance stating his/her disposition of the matter. Such decision shall be final and binding on all parties to the dispute and the aggrieved employee, but shall not be considered as a precedent in any future proceeding. Notwithstanding any other provision in this Article XXVIII, the Arbitrator shall not have authority to grant a remedy involving pay or benefits which shall exceed one hundred (100) working days with respect to any arbitration conducted under this Article XXVIII.

E. Informal Procedures

Any arbitration held under the provisions of this Article shall be conducted as informally as possible, consistent with a full and fair hearing of the issues. The parties to the proceeding shall be permitted to participate only through full-time operating officials who are not lawyers. The Arbitrator shall establish appropriate informal arbitration procedures and have the authority to exclude any representative of either party who does not meet the qualifications set forth in this Section.

F. Expenses

Any expense incurred for the production of witnesses, or other evidence, shall be borne by the party seeking to produce such evidence or testimony. For the purposes of this Section, time spent as a witness shall not be construed as working time under the provisions of this Agreement.

G. Arbitrator's Authority

The Arbitrator shall have no authority to modify, add to, or subtract from any of the terms of this Agreement. Any expenses incidental to the conduct of the hearing, and the fee of the Arbitrator, shall be borne equally by the parties.

H. 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 shall be deemed waived. This waiver shall not be construed to limit back-pay awards or settlement to 60 days for continuing wage violations exclusive of classification wage claims. Probationary employees do not have recourse to the Expedited Arbitration Procedure.

I. Election of Formal Arbitration

In the event either party believes the matters raised by a grievance are of such importance as to override the desirability of the expedited and informal arbitration procedures contained in this Article, such party shall advise the other in writing of its desire to proceed to arbitration under the

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

J. Non-binding Mediation

Following the completion of Step 2, either party may request non-binding mediation using the procedure for a non-binding Mediation Board as described in Article XXVII of this Agreement.

ARTICLE XXIX - 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 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 Central Labor Council of Orange County. 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 XXX - 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.

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ARTICLE XXXI - SUCCESSION

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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 of this Agreement shall automatically assume any obligations arising from the failure to do so.

ARTICLE XXXII - MOST FAVORED NATIONS CLAUSE

If during the term of this Agreement the Union enters into a collective bargaining agreement in the area defined in Article I.A, B, C and D 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.

ARTICLE XXXIII – 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 the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason and the employee subsequently corrects the problem within six (6) 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, and in compliance with statutory requirements such legal change of name, Social Security number, or employment authorization document shall not be considered a change of employment nor an interruption of continuous employment.

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. 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 his or her own.
2. The employee (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her 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 his/her immigration status, or

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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 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.

In the event an employee appearing on the bid or exit staffing list is disqualified from employment with the incoming contractor via the application of e-Verify or a similar employment eligibility verification process, including a background check, or in the event an employee appearing on the bid or exit staffing list is not retained by the incoming contractor following communication by the incoming contractor to any such employee regarding the incoming contractor's use of such process, all wage and benefit levels of affected positions at the work site will be red-circled for the life of the incoming Employer's service contract at the property, or until such time as an employee qualifies for superior wage or benefit levels.

H. E-Verify

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.

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.

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.

ARTICLE XXXIV - HEALTH AND WELFARE – ORANGE COUNTY

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

A. Plans

All Employer contributions referred to in this Article 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.

B. 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.

C. Coverage

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

1. Effective initially with May 1, 2016 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.
2. Effective initially with May 1, 2016 work hours, the Employer shall provide each eligible employee the Kaiser C-8 Medical Plan (Group Number 112491-12), the Kaiser C-8 Prescription Drug Plan, Liberty Dental Plan LR1, and VSP Vision Service Plan #C (VSP), all of which shall cover the employee and employee's dependents, and a \$5,000 member-only life insurance plan, including a \$2,500 eligible dependent life insurance coverage. For each employee receiving such Health and Welfare coverage, the Employer shall pay initially to the Trust Fund, a base premium of \$948.48 (nine hundred forty-eight dollars and forty-eight cents) per month.
3. Notwithstanding paragraphs 1 and 2 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.

D. Eligibility for Benefits

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

1. 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.
2. 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

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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.

3. Any employee who has worked and/or been paid for the equivalent, or more, of the qualifying hours (as specified in this Article) 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.

E. Maintenance of Benefits

1. The Employer shall, during the term of this Agreement, provide those benefits which were in effect under this Article XXXIV as of May 1, 2016, or such other benefits as are hereafter agreed to by the Employer and the Union, subject to the conditions set forth in paragraphs 2, 3, and 4 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:
2. The premium costs of \$948.48 in effect with May 2016 work hours shall constitute the "base premium" for purposes of this Section E.
3. 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 base premium in order to maintain the benefits which were in effect on May 1, 2016, or which may be adopted hereafter by the Employer and the Union, the Employer shall, during each anniversary year and each anniversary date of this Agreement thereafter, commencing with May 2017 work hours, pay up to six percent (6%) of any such premium increase over the base premium. Said increased premium shall not exceed one thousand five dollars and thirty-nine cents (\$1,005.39) effective with May 2017 work hours, Any premium increase in excess of six percent (6%), but less than twelve percent (12%) over the base premium in any contract anniversary year commencing with May 2017 work hours shall be paid from the reserves of the Trust. Any premium increase in excess of twelve percent (12%) over the base premium in any contract anniversary 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 six percent (6%) annually are subject to the Plan Consultant certifying by January 31 of each contract year that the reserves of the Trust will equal or exceed twelve (12) months, through

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April 30, of the following year. The contract anniversary year by example of this Agreement is May 1, 2017 and each May 1 thereafter through May 1, 2019.

4. 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 six percent (6%) 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 six percent (6%). The Employer and the Union agree that any such mutually agreeable changes shall be reduced into writing and incorporated by reference into this Agreement.

F. 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.

The cost of Kaiser C-8 (Group Number 112491-12) employee only coverage where applicable (Phase-in and Dispensation Agreements) effective with May 1, 2016 hours is Four Hundred Eighty-Six dollars (\$486.00), subject to the same maintenance of benefits increases in terms of percentages and other certifying factors as described in items 3 and 4 above.

ARTICLE XXXV - HEALTH AND WELFARE – LOS ANGELES COUNTY

This Article 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.

A. Plans

All Employer contributions referred to in this Article 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.

B. 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.

C. 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 G, with Health and Welfare coverage as follows:

1. 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. Except for employees classified as "Temp" employees hired on or after May 1, 2016, 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. Except for Kaiser accounts, the monthly qualifying hours for employees classified as "Temp" employees hired on or after May 1, 2016 shall be one hundred thirty (130) hours until such time that such employees are classified as regular employees. 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.
2. Except as may be provided otherwise in this Article, when a regular employee first qualifies for health and welfare coverage, the Employer shall offer such eligible employee hired before May 1, 2003 (Grandfathered Employees), his or her choice of medical plans covering the employee and the employee's eligible dependents. The options available as of May 1, 2016 are: (1) Kaiser Plan "C-8" coverage (group no. 112491-12), Kaiser Prescription Drug Plan C-8, Liberty Dental Plan LR1, \$5,000 Member Only Life Insurance Coverage and \$2,500 Eligible Dependent Life Insurance Coverage, Vision Service Plan #C (VSP) ; or (2) Kaiser Plan "C" (group no. 112491-00), Kaiser Drug Plan C, California Service Employees Dental Plan #1, Vision Service Plan, and \$5,000 member-only Life Insurance and \$2,500 eligible dependent Life Insurance coverage; or (3) California Service Employees Health & Welfare Indemnity Medical Plan "6", California Service Employees Prescription Drug Plan #6, Liberty Dental Plan LR1, VSP, and \$5,000 Member Only Life Insurance Coverage and \$2,500 Eligible Dependent Life Insurance Coverage; or (4) California Service Employees Health & Welfare Indemnity Medical Plan "3", California Service Employees Prescription Drug Plan #1, Liberty Dental Plan LR1, VSP, and \$5,000 Member Only Life Insurance Coverage and \$2,500 Eligible Dependent Life Insurance Coverage. Each employee who elects to enroll in said Options (2), (3) or (4) shall contribute a monthly sum representing the difference between the cost of the premiums charged, and the Employer's contribution, as provided in paragraphs 4 and 6 below, for such coverage. Employee contributions for

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Options (2), (3) and (4) shall be made by paycheck deduction, and each employee who elects such coverage shall provide written authorization to the Employer, on a suitable form to be provided by the Employer, to deduct the employee's contribution from his/her paycheck. No portion of the contribution shall be paid directly by the employee to the Trust Fund. It is the sole responsibility of the Employer to transmit the entire contribution to the Trust Fund. The Employer is hereby authorized, 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.

3. Except as may be provided otherwise in this Article, when an employee first qualifies for health and welfare coverage, the Employer shall offer such eligible employee hired on or after May 1, 2003, his or her choice of medical plans covering the employee and the employee's eligible dependents. The options available as of May 1, 2016 are: (1) Kaiser Plan "C-8" coverage (Group No. 112491-12), Kaiser Prescription Drug Plan C-8, Liberty Dental Plan LR1, Vision Service Plan #C (VSP), \$5,000 Member Only Life Insurance Coverage and \$2,500 Eligible Dependent Life Insurance Coverage; or (2) California Service Employees Health & Welfare Indemnity Plan "6", California Service Employees Prescription Drug Plan #6, Liberty Dental Plan LR1, Vision Service Plan #C (VSP), and \$5,000 Member Only Life Insurance Coverage and \$2,500 Eligible Dependent Life Insurance Coverage. Each employee who elects to enroll in said Option (2) shall contribute a monthly sum representing the difference between the cost of the premiums charged, and the Employer's contribution, as provided in paragraphs 4 and 6 below, for such coverage. Employee contributions for Option (2) shall be made by paycheck deduction, and each employee who elects such coverage shall provide written authorization to the Employer, on a suitable form to be provided by the Employer, to deduct the employee's contribution from his/her paycheck. No portion of the contribution shall be paid directly by the employee to the Trust Fund. It is the sole responsibility of the Employer to transmit the entire contribution to the Trust Fund. The Employer is hereby authorized, 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. The Employer shall, for the anniversary year commencing with May 2016 work hours, pay monthly to the Trust Fund a sum not to exceed \$948.48 for each eligible employee enrolled in a plan provided by the Trust Fund. Said amount shall constitute a base premium. Commencing with May 2017 work hours and thereafter, the Employer shall pay such greater amounts, if any, as determined by the Trustees to be necessary to maintain the benefits in the plans provided by the Trust Fund pursuant to paragraph 6 of this Section C, or such successor plans which may be adopted by the Trustees after May 1, 2016.
5. Notwithstanding subparagraphs 1 through 4 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.
6. 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

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above determine that it is necessary to increase premiums above the base premium in order to maintain the benefits which were in effect on May 1, 2016, or which may be adopted hereafter by the Employer and the Union, the Employer shall, during each anniversary year and each anniversary date of this Agreement thereafter, commencing with May 2017 work hours, pay up to six percent (6%) of any such premium increase over the base premium. Said increased premium shall not exceed one thousand five dollars and thirty-nine cents (\$1,005.39) effective with May 2013 work hours, Any premium increase in excess of six percent (6%), but less than twelve percent (12%) over the base premium in any contract anniversary year commencing with May 2017 work hours shall be paid from the reserves of the Trust. Any premium increase in excess of twelve percent (12%) over the base premium in any contract anniversary 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 six percent (6%) annually are subject to the Plan Consultant certifying by January 31 of each contract year that the reserves of the Trust will equal or exceed twelve (12) months, through April 30, of the following year. The contract anniversary year by example of this Agreement is May 1, 2017 and each May 1 thereafter through May 1, 2019.

7. 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 six percent (6%) 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 six percent (6%). The employer and the union agree that any such mutually agreeable changes shall be reduced into writing and incorporated by reference into this Agreement.
8. 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 4 and 6 of this Article XXXV. 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.

D. Eligibility for Benefits

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

1. 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.
2. Except for employees classified as "Temp" employees hired on or after May 1, 2016, qualifying hours for all locations will be one hundred ten (110) hours or more per month to

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provide Health and Welfare coverage the following month. The monthly qualifying hours for employees classified as "Temp" employees hired after May 1, 2016 shall be one hundred thirty (130) hours until such time that such employees are classified as regular employees. All employees classified as "Temps or Temporary" and were receiving H&W benefits prior to May 1, 2016 shall only have the option of the Kaiser C-8 (Group #112491-12, single coverage) medical and prescription drug coverage effective with July 2016 work hours. 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.

3. Any employee who has worked and/or been paid for the equivalent, or more, of the qualifying hours (as specified in this Article) 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.

E. Continuation of Superior Benefits

Except as otherwise provided in this Article, 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 as of April 30, 2016; or (2) were employed at a job location where a collective bargaining agreement required such benefits as of April 30, 2016. Such higher benefits shall be provided at the same level, and under the same qualification and eligibility standards that were in effect on April 30, 2016; provided, however, that the Employer's contributions for such benefits shall not exceed the amounts set forth in paragraphs 4 and 6 of Section C above.

F. Indemnity Plan

The Employer shall, for the term of this Agreement, continue the Indemnity Plan 3 and 6 for those "Grandfathered" employees who qualify under paragraphs 2 and 3 of Section C above. The Employer's contribution to said Indemnity Plan shall not exceed the cost to the Employer of the current Kaiser contributions. The difference in premiums shall be deducted from employees' paychecks and forwarded to the Trust as provided in paragraph 6 of Section C above.

G. 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

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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.

The cost of Kaiser C-8 employee only coverage where applicable (Phase-in and Dispensation Agreements) effective with May 1, 2016 hours is four hundred eighty-six dollars (\$486.00), subject to the same maintenance of benefits increases in terms of percentages and other certifying factors as described in items 6 and 7 above.

ARTICLE XXXV(B) – LAOCMCA MINIMUM-VALUE PLAN**A. Definitions:**

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

1. **LAOCMCA:** Los Angeles Orange County Maintenance Contractors Agreement (2016-2020) – this document.
2. **ACA:** the Patient Protection and Affordable Care Act.
3. **CSETF:** California Service Employees Health and Welfare Trust Fund
4. **LAOCMCA Minimum-Value Plan:** The ACA-compliant plans (Kaiser Plan 5808 and Kaiser Plan 6761) offered by CSETF, as detailed in Section C (“Coverage”) of this Article.
5. **Premiums:** The initial (as of June 2016) 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 follow:

Plan	Member-only coverage	Member + 1 dependent	Member + 2 or more dependents
Kaiser Plan 5808 (Bronze)	\$297.00	\$594.00	\$838.00
Kaiser Plan 6761 (Silver)	\$384.00	\$767.00	\$1,084.00

The above costs are inclusive of plan administration fees and Kaiser Prescription drug coverage.

B. 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 XXXIV or Article XXXV will be offered the LAOCMCA 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:

1. **Regular Employees – Orange County and Los Angeles County Areas 1 and 2**
With the exception of small buildings as defined in Article XVIII(C) and Appendix E, and of phase-in job locations per the terms of Appendices D1 and D2, 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 XXXIV and XXXV of this Agreement, respectively.

Los Angeles/Orange County Maintenance Contractors Agreement**2016 - 2020****2. Temp Employees – Los Angeles Areas 1 and 2**

Upon the completion of one thousand (1,000) hours of employment, Temp employees in Los Angeles County Areas 1 and 2 will be provided employee-only coverage under the Kaiser C-8 Medical and Prescription Drug Single Plan (group no. 112491-12) per the terms of Article XXXV and subject to the eligibility qualifications enumerated in Appendix G. Continuing eligibility will then be subject to the minimum monthly hours rule stated in Article XXXV 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.

3. Areas 3, 4, 5 and Los Angeles and Orange Counties Size-Excluded Job Sites

The eligibility and benefits provisions in this Article shall continue to apply to employees in Areas 3, 4, and 5, and in work sites falling under the size-exclusion provisions of Article XVIII(C) and Appendix E, for the life of this Agreement, including pre-impasse periods after the expiration of this Agreement.

C. 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 B (“Eligibility”) of this Article, the Employer shall offer such employee the LAOCMCA 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. The initial (June 2016) tiered monthly premiums are listed in Section A (“Definitions”) of this Article. 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 LAOCMCA 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 LAOCMCA 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 LAOCMCA 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 XXXV 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 LAOCMCA Minimum-Value Plan and send in May 2017 payment for June 2017 coverage.

D. Termination of LAOCMCA Minimum-Value Plan Coverage

The Employer may withdraw from coverage under CSETF those employees covered by the LAOCMCA Minimum-Value Plan by notifying the Union and CSETF of its intention to withdraw such employees from any LAOCMCA 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.

E. Unavailability of LAOCMCA Minimum-Value Plan Coverage

In the event that the LAOCMCA 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 LAOCMCA 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.

F. 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.

G. Employer Reporting Obligation

The Employer will maintain records regarding employees' cumulative hours and weekly averages and will submit reports to the Fund containing this information for each employee on an annual basis no later than January 15, 2017.

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 on an annual basis and/or when audited by the Trust Fund.

ARTICLE XXXVI - PENSION

A. Contributions

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The employer agrees to contribute to the S.E.I.U. 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 one thousand (1,000) hours of employment for the purpose of maintaining the Pension Plan. The contribution amounts shall be as specified for a geographical area in Appendix G of this Agreement. The Parties agree to the Preferred Rehabilitation Plan as defined in Appendix G Area 1 (G).

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.

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 S.E.I.U. National Industry Pension Fund, 1313 L St., N.W., Washington, D.C. 20005.

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 S.E.I.U. 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 at the Employer's Los Angeles office such data and records as the Trustees may require, as provided in the Trust Indenture and Plan.

ARTICLE XXXVII - LEADERSHIP TRAINING TRUST FUND ("LTF")**A. Contribution**

The Employer shall contribute a sum equal to one (1) cent per hour for each hour worked or paid for into the Maintenance Industry Leadership Training Trust Fund ("Training Fund"). The Employer

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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 XXXVIII - ORANGE COUNTY MAINTENANCE INDUSTRY
LABOR-MANAGEMENT COOPERATION TRUST FUND**

A. Contribution

Effective May 1, 2016, each Employer signatory to this Agreement shall contribute seven cents (7¢) 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.

Effective May 1, 2018, each Employer signatory to this Agreement shall contribute eight cents (8¢) for each hour paid for or worked to the 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.

B. Obligation to Contribute

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, 2020; or (2) the date on which such Trust is terminated pursuant to Article VIII, Section 8.1 of the Declaration of Trust.

C. 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.

**ARTICLE XXXIX - LOS ANGELES COUNTY MAINTENANCE INDUSTRY LABOR-
MANAGEMENT COOPERATION TRUST FUND**

A. Contribution

Effective May 1, 2016, each Employer signatory to this Agreement shall contribute seven cents (7¢) 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.

Effective May 1, 2017, each Employer signatory to this Agreement shall contribute eight cents (8¢) to the Trust.

Effective May 1, 2018, each Employer signatory to this Agreement shall contribute nine cents (9¢) to the Trust.

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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.

B. 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, 2020; or (2) the date on which such Trust is terminated pursuant to Article VIII, Section 8.1 of the Declaration of Trust.

C. 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.

ARTICLE XL - LTEF TRUST FUND (BSP)**A. Contribution**

Effective May 1, 2016, each Employer which is conducting operations in Los Angeles Areas 1 and 2 shall contribute six cents (6¢) per hour for each hour paid for or worked into the “LTEF” Leadership Training Trust Fund (“Trust”), which was established on June 1, 2000.

Effective May 1, 2017 each Employer in Los Angeles County Areas 1 and 2 shall contribute seven cents (7¢).

Effective May 1, 2018 each Employer in Los Angeles County Areas 1 and 2 shall contribute eight cents (8¢).

Effective May 1, 2019 each Employer in Los Angeles County Areas 1 and 2 shall contribute nine cents (9¢).

Effective May 1, 2016, each Employer signatory to this Agreement which is conducting operations in Orange County shall continue to contribute four cents (4¢) per hour for each hour paid for or worked into the “LTEF” Leadership Training Trust Fund (“Trust”).

Effective May 1, 2018 each Employer in Orange County shall contribute five cents (5¢).

B. Obligation to Contribute

Said Trust and the obligation 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, 2020; or (2) the date on which such Trust is terminated pursuant to Article IX, Section 1 of the Declaration of Trust.

C. Purpose

Employer 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

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collective bargaining agreement. The purpose of the LTEF Trust is as set forth in Article 1, Section 2 said Declaration of Trust.

D. Labor-Management Committee on Sustainable Building Practices

Not later than sixty (60) days following ratification of this Agreement, the Employer and the Union shall establish an industry-wide Labor-Management Committee tasked with creating 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.

ARTICLE XLI - JOINT COMPUTER PROGRAM USE

All Employers signatory to this Agreement utilize computerized payroll systems, shall, not later than the fifteenth (15th) 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, on hard disks or via the appropriate online media.

ARTICLE XLII - TERM OF AGREEMENT**A. Duration**

This Agreement shall be in full force and effect from the first (1st) day of May, 2016 through and including the thirtieth (30th) day of April 2020, 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, 2020 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

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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, the parties hereto set their hands this 29 day of March, 2017.

FOR THE UNION:

FOR THE EMPLOYER:

SEIU UNITED SERVICE WORKERS WEST, C&W, CLC

ABM Industry Groups, LLC

By: [Signature]

By: James Mathis

Title: Chief Negotiator

Title: VP

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 his/her 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 his/her 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 his/her 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;

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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 BWAGE 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 CIRCUMSTANCESLOS 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 man-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-2LOS ANGELES COUNTY

The Employer is entitled to an Accelerated Appendix C-2 where the Employer proposes to layoff 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.

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ORANGE COUNTY PHASE-IN AGREEMENT

I. Scope

Any covered new location secured by the Employer after May 1, 2012 not currently serviced by a signatory of this Agreement shall be controlled by this Appendix.

II. 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.

III. Wages

During the first year phase-in: employees shall be entitled to receive the statutory minimum hourly wage rate plus twenty (20) cents per hour.

During the second year phase-in: employees shall be entitled to receive the statutory minimum hourly wage rate plus forty (40) cents per hour.

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.

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.

Beginning with the fifth year phase-in: employees shall be entitled to receive the then-current contract rates for all wages and benefits.

IV. 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

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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 LAOCMCA Minimum-Value Plan benefits only, per the terms of Article XXXV(B).

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 employee only coverage Kaiser C-8 Medical and Prescription Drug Single Plan (group no. 112491-12). 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 current cost of said plan effective with May 2016 work hours initially is Four Hundred Eighty-Six dollars (\$486.00) per eligible employee per month. Minimum monthly work hours are pursuant to Article XXXIII (Health and Welfare – Orange 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 XXXIII (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 XXXIII (G), the terms of Article XXXIII (G) shall apply for the purposes of this Section.

V. 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.

LOS ANGELES COUNTY PHASE-IN AGREEMENT**I. Non-Covered Locations**

- A. Upon assumption of work at any job location not currently (as of April 30, 2012) 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 C 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 C. below.
- B. 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.
- C. This Paragraph C 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:

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

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.

Health and Welfare

- Upon the Employer's first twelve (12) months at the worksite – employees shall be eligible for LAOCMCA Minimum-Value Plan benefits only, per the terms of Article XXXV(B).
- 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). Minimum monthly work hours shall be pursuant to Article XXXIV Health and Welfare – Los Angeles County of this

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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 XXXIV Health and Welfare – Los Angeles County of this Agreement. The current cost of Kaiser C-8 single (employee-only) coverage effective initially with May 2016 work hours is Four Hundred Eighty-Six dollars (\$486.00) 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 XXXIV 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 XXXIV (G) the terms of Article XXXIV (G) shall apply for the purposes of this section.

Holidays

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

Paid Sick Leave

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

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 C shall not apply to Area 3 or buildings qualifying for the Small Building and Size Exclusion as defined in Article XVII (C).

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

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

After 48 months, full LAOCMCA area rates and benefits shall apply to new jobs subject to this Paragraph C. This provision shall be pursuant according to Appendix G for Areas 1 and 2.

BUILDING SIZE EXCLUSIONS – ORANGE COUNTY

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 County 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 side letter of 5/1/03 re: Organizing Drives) 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"); XXIII ("Non-Discrimination"); XXX ("Succession"); and XLII ("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 Los Angeles Orange County 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.

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APPENDIX F SCHEDULE OF WAGES AND WAGE RATES – ORANGE COUNTY

Contract Hourly Wage Scale Rates*

Classification	5-1-16	5-1-17	5-1-18	5-1-19
Cleaner	\$11.60	\$12.15	\$12.75	\$13.45
Buffer, Floor Tech, Utility	\$11.85	\$12.40	\$13.00	\$13.70
Foreperson	\$11.90	\$12.45	\$13.05	\$13.75

* The above rates include, but shall not be duplicative of statutorily required increases.
 May 1, 2016 - All employees shall receive fifty cents (50¢) per hour increase or the wage rate listed above, whichever results in the higher increase.

May 1, 2017 - All employees shall receive fifty-five cents (55¢) per hour increase or the wage rate listed above, whichever results in the higher increase.

May 1, 2018 - All employees shall receive sixty cents (60¢) per hour increase or the wage rate listed above, whichever results in the higher increase.

May 1, 2019 - All employees shall receive seventy cents (70¢) per hour increase or the wage rate listed above, whichever results in the higher increase.

Start Rate

Notwithstanding the above, employees employed on or after May 1, 2016 shall receive the Start Rate of the applicable statutory minimum wage plus thirty cents (\$0.30) per hour for his/her first twelve (12) months of employment. Said employees will be entitled to receive the next above scheduled wage increase during the first twelve (12) months of employment. Upon the completion of the aforementioned twelve (12) months of employment the affected employee(s) will then be eligible to receive the then appropriate contract rate listed in the table above, e.g., an employee hired on May 5, 2016 as a cleaner at the hourly Start Rate of ten dollars and thirty cents (\$10.30) would then receive on January 1, 2017 the state-mandated minimum wage increase of fifty cents (\$0.50), bringing the employee's hourly wage to ten dollars and eighty cents (\$10.80) per hour. On May 1, 2017 the scheduled increase of fifty-five cents (55¢) which would bring his/her hourly wage rate to eleven dollars and thirty-five cents (\$11.35). Starting May 5, 2017, said employee would receive the appropriate hourly contract scale rate listed in the table above of twelve dollars and fifteen cents (\$12.15).

Minimum Rates

Except as provided above or elsewhere in this Agreement, wage rates under this Agreement shall not be less than thirty cents (30¢) above the minimum wage established by the applicable City or County, the State of California, or the Federal government.

Los Angeles/Orange County Maintenance Contractors Agreement
APPENDIX G GEOGRAPHICAL AREAS

2016 - 2020

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.
- B. Wage Rates. Effective May 1, 2016 through April 30, 2020, the minimum hourly wage rates and start wage rates for new employees shall be as set forth below. There shall be no further increases to the listed Start Rates during the term of this Agreement, except as set forth below.

Classification	START RATES*				
	5/1/16	7/1/16	7/1/17	7/1/18	7/1/19
Cleaner, Certified Green Cleaner	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Maintenance-Utility	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Restroom Cleaner, Floor Tech, Mopper, Vacuum Operator	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Cleaning Foreperson	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Warehouseperson	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Power Sweeper Operator	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55

* These Start Rates are applicable to employees hired on or after May 1, 2016.

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Classifications	5/1/16	5/1/17	5/1/18	5/1/19
Cleaner, Certified Green Cleaner	\$15.95	\$16.60	\$17.15	\$17.70
Maintenance/Utility	\$16.07	\$16.72	\$17.27	\$17.82
Restroom cleaner, Floor Tech, Mopper, Vacuum Operator	\$16.12	\$16.77	\$17.32	\$17.87
Foreperson	\$16.20	\$16.85	\$17.40	\$17.95
Warehouse person	\$17.17	\$17.82	\$18.37	\$18.92
Power Sweeper Operator	\$16.03	\$16.68	\$17.23	\$17.78

Effective May 1, 2016, the minimum wage rates in effect on April 30, 2016 shall be increased by seventy cents (70¢) per hour.

Effective May 1, 2017, the minimum wage rates in effect on April 30, 2017 shall be increased by sixty-five cents (65¢) per hour.

Effective May 1, 2018 the minimum wage rates in effect on April 30, 2018 shall be increased by fifty-five cents (55¢) per hour.

Effective May 1, 2019, the minimum wage rates in effect on April 30, 2019 shall be increased by fifty-five cents (55¢) per hour.

Effective May 1, 2016, each employee earning higher than the minimum wage rate shall receive a wage rate increase of seventy cents (70¢) per hour.

Effective May 1, 2017, each employee earning higher than the minimum wage rate shall receive a wage rate increase of sixty-five cents (65¢) per hour on the rate earned as of April 30, 2017.

Effective May 1, 2018, each employee earning higher than the minimum wage rate shall receive a wage rate increase of fifty-five cents (55¢) per hour on the rate earned as of April 30, 2018.

Effective May 1, 2019, each employee earning higher than the minimum wage rate shall receive a wage rate increase of fifty-five cents (55¢) per hour on the rate earned as of April 30, 2019.

Each employee hired after April 30, 2016 shall be paid the applicable start rate for his/her Classification as set forth in Section B above for such employee's first twelve (12) months of employment. After twelve (12) months of employment, each such employee shall receive an hourly wage increase to the applicable minimum wage rate.

C. Hours

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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 XIII, Section A, as of March 31, 1989, will continue to receive those additional vacation benefits, with pay, for the life of this Agreement.

E. Pension

The Employer shall contribute a minimum of fifteen cents (15¢) per hour for each hour worked and/or paid for by all employees who have completed six (6) months of employment in Area 1. The May 1, 2008 contribution shall be based on April 2008 hours. Effective May 1, 2008, the Employer shall contribute thirty-three cents (33¢) or thirty-five cents (35¢) per hour for each hour worked and/or paid for by all employees who were receiving pension contributions on their behalf in that amount on April 30, 2008. The Employer shall continue to contribute 33¢ or 35¢ per hour on behalf of these employees for the life of this Agreement. 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 Paragraph G, below.

Effective May 1, 2011, the Employer shall increase the pension contributions which it is making for each employee in Area 1 who is otherwise eligible for Pension by a sum equal to 15 cents an hour.

F. Effective May 1, 2016- Pension Rehabilitation Preferred Schedule

Contract Year	2016	2017	2018	2019
Base Rate per hour	30 cents	30 cents	30 cents	30 cents
Supplemental Contribution per hour	72.1%	85.5%	99.9%	115.4%
Supplemental Contribution - cents per hour	\$0.22	\$0.26	\$0.30	\$0.35
Total hourly contribution	\$0.52	\$0.56	\$0.60	\$0.65

*Reopen pension after three (3) years (April 30, 2018) per Pension Protection Act requirements; in the event of mandated pension increase, the Parties agree to bargain over offsetting economics, with no-strike no-lockout clause remaining in full effect.

Los Angeles/Orange County Maintenance Contractors Agreement**2016 - 2020****G. Effective May 1, 2012 - New Tier for Temporary Employees**

1. Kaiser C-8 Tiered Single Coverage at four hundred eighty-six dollars (\$486.00) per month initially effective with May 2016 work hours. Subject to the MOB provisions contained in this Agreement.
2. Wage Rate: 80% of minimum rate for Tier 1 and 2 after completion of the start rate for the first twelve (12) months of employment.
3. Full Area economics upon starting regular position.
4. All temp economics red-circled until three months following ratification. July 2013 work hours for single coverage Health and Welfare benefits.
5. 1000 wait period hours and 130 work hours minimum per month to qualify for H&W single coverage benefits for Temp employees hired on or after May 1, 2012

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;

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- 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.

B. Wage Rates

Effective May 1, 2016, through April 30, 2020, except for employees scheduled for Small Building work as provided in Section C of Article XVII, the minimum hourly wage rates and start wage rates for new employees shall be as set forth below. There shall be no further increases to the listed Start Rates during the term of this Agreement, except as set forth below.

Classification	START RATES*				
	5/1/16	7/1/16	7/1/17	7/1/18	7/1/19
Cleaner, Certified Green Cleaner	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Maintenance-Utility	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Restroom Cleaner, Floor Tech, Mopper, Vacuum Operator	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Cleaning Foreperson	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Warehouseperson	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Power Sweeper Operator	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55

* These Start Rates are applicable to employees hired on or after May 1, 2016.

MINIMUM WAGE RATES

Classifications	5/1/16	5/1/17	5/1/18	5/1/19
Cleaner, Certified Green Cleaner	\$14.75	\$15.40	\$15.95	\$16.50
Maintenance/Utility	\$14.97	\$15.62	\$16.17	\$16.72
Restroom cleaner, Floor Tech, Mopper, Vacuum Operator	\$14.92	\$15.57	\$16.12	\$16.67
Foreperson	\$15.00	\$15.65	\$16.20	\$16.75
Warehouse person	\$14.97	\$15.62	\$16.17	\$16.72
Power Sweeper Operator	\$14.83	\$15.48	\$16.03	\$16.58

Effective May 1, 2016, the minimum wage rates in effect on April 30, 2016 shall be increased by seventy cents (70¢) per hour.

Effective May 1, 2017, the minimum wage rates in effect on April 30, 2017 shall be increased by sixty-five cents (65¢) per hour.

Effective May 1, 2018 the minimum wage rates in effect on April 30, 2018 shall be increased by fifty-five cents (55¢) per hour.

Effective May 1, 2019, the minimum wage rates in effect on April 30, 2019 shall be increased by fifty-five cents (55¢) per hour.

Effective May 1, 2016, each employee earning higher than the minimum wage rate shall receive a wage rate increase of seventy cents (70¢) per hour.

Effective May 1, 2017, each employee earning higher than the minimum wage rate shall receive a wage rate increase of sixty-five cents (65¢) per hour on the rate earned as of April 30, 2017.

Effective May 1, 2018, each employee earning higher than the minimum wage rate shall receive a wage rate increase of fifty-five cents (55¢) per hour on the rate earned as of April 30, 2018.

Effective May 1, 2019, each employee earning higher than the minimum wage rate shall receive a wage rate increase of fifty-five cents (55¢) per hour on the rate earned as of April 30, 2019.

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Each employee hired after April 30, 2016 shall be paid the applicable start rate for his/her Classification as set forth in Section B above for such employee's first twelve (12) months of employment. After twelve (12) months of employment, each such employee shall receive an hourly wage increase to the applicable minimum wage rate.

C. Effective May 1, 2012 - New Tier for Temporary Employees

1. Kaiser C-8 Tiered Single Coverage at four hundred eighty-six dollars (\$486.00) per month initially effective with May 2016 work hours. Subject to the MOB provisions contained in this Agreement.
2. Modified Minimum Wage Rate: 80% of minimum rate for Tier 1 and 2 after completion of the start rate for the first twelve (12) months of employment.
3. Full Area economics upon starting regular position.
4. All temp economics red-circled until three months following ratification. July 2013 work hours for single coverage health and welfare benefits.
5. 1000 wait period hours and 130 work hours minimum per month to qualify for H&W single coverage benefits for Temp employees hired on or after May 1, 2012

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 D of this Agreement.
- B. Wage Rates (City of Los Angeles and unincorporated parts of Los Angeles County)

Effective May 1, 2016 through April 30, 2020, the minimum hourly wage rates and start wage rates for new employees shall be as follows:

Classification	START RATES*				
	5/1/16	7/1/16	7/1/17	7/1/18	7/1/19
Cleaner, Certified Green Cleaner	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Maintenance-Utility	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Restroom Cleaner, Floor Tech, Mopper, Vacuum Operator	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Cleaning Foreperson	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Warehouseperson	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55
Power Sweeper Operator	\$10.30	\$10.80	\$12.30	\$13.55	\$14.55

* These rates shall remain in effect during the term of this Agreement, provided that if there is a change in the applicable minimum wage, said rates shall reflect the new statutory minimum wage plus 30¢, plus any classification differential.

All other Area 3 employees would receive wages applicable to their appropriate statutory minimum wage rates plus thirty (30) cents per hour.

- C. Holidays

The following holidays shall be observed as holidays with pay for each employee:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

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

AREA 4**Antelope Valley Area**

This Area constitutes the former (pre-April 1, 2000) Area 6, and applies to the geographical area defined as follows:

- A. The area in Los Angeles County north of Highway 14 and East of the 5 Freeway which shall be considered the Antelope Valley Area.
- B. The Employers and the Union agree that the following applies to the above referenced area:
 - 1. Articles I, XX, Section H and XXXII of this Agreement are effective immediately. Any job location currently covered by the full scope of the former 2012-2016 MCA shall remain as such for the life of the Agreement.
 - 2. Upon written verification provided by the Union to the Employer demonstrating that at least 50% of the buildings over 100,000 square feet cleaned by contractors within the Antelope Valley geographical area are serviced by the contractors which are signatory to the MCA, all remaining Articles of the Agreement (Area 3, formerly Area 5) become effective as of the date for this particular geographical area.
 - 3. The Employer will provide the Union with a complete list of accounts for all work performed under the scope of this Agreement.

Ventura County, Riverside/San Bernardino County, Upper Counties

- A. This Area constitutes the former (pre-April 1, 2000) Area 7, and applies to the those areas within the Counties of Ventura, Riverside, San Bernardino, Kern, San Luis Obispo, and Santa Barbara.
- B. Articles I, XX, Section H, and XXXII of the Maintenance Contractors' Agreement are effective immediately. Any job location currently covered by the full scope of the Maintenance Contractors' Agreement shall remain as such for the life of this Agreement.
- C. Upon written verification provided by the Union to the Employer demonstrating that at least fifty per cent (50%) of the buildings over 100,000 square feet cleaned by contractors within any of the Counties in this Area are serviced by contractors which are signatory to the Maintenance Contractors Agreement, all remaining Articles of the Agreement (Area 3, formerly – pre-April 1, 2000 - Area 5) become effective as of that date for that particular geographical area.
- D. The Employer will provide the Union with a complete list of accounts for all work performed under the scope of this Agreement.

APPENDIX H – 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

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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. 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

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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

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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 (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 may be determined only by a civil court of competent jurisdiction and not by an arbitrator. 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

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training and experience in the conduct of mediations, and significant knowledge of employment discrimination 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. However, if the Union alleges the claim of a violation of the non-discrimination clause, the Union may proceed directly to arbitration as provided in Section 3(a), and bypass this Mediation procedure if it so chooses.
- (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 Article XXIII, such arbitration shall be conducted pursuant to "Article XXVII – 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 Article XXIII, 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 discrimination 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

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interpretation of this Agreement or any side letters of understanding pertaining thereto.

- (iv) 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.
- (v) 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.

**Los Angeles/Orange County Maintenance Contractors Agreement
SIDE LETTER OF AGREEMENT**

2016 - 2020

Non-Covered Locations, Organizing

This Side Letter of Agreement is entered into on the 1st day of May, 2003 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 XX – "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).

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- 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.

IN WITNESS WHEREOF, the Parties hereto set their hands this 1 day of May, 2016.

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

FOR THE EMPLOYER:

By: 
 Title: Chief Negotiator
 Date: 3/29/2017

By: 
 Title: VP
 Date: 4/4/17

**Los Angeles/Orange County Maintenance Contractors Agreement
SIDE LETTER OF AGREEMENT - JURY DUTY**

2016 - 2020

THIS SIDE LETTER of AGREEMENT is entered into the May 1, 2012 by and between SEIU United Service Workers-West, CtW,CLC ("Union"), and _____, Inc. ("Employer") 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, 2013, 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.

Employees employed by the Employer


Employees eligible for jury duty in a calendar year

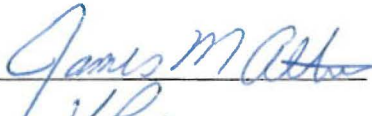
1 – 250	1
251 – 500	2
501 – 750	3
751 – 1000	4
1001 – 1250	5
1251 – 1500	6
1501 – 1750	7
<u>Over 1751</u>	8

IN WITNESS WHEREOF, the Parties hereto set their hands this 1st day of May, 2016.

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

FOR THE EMPLOYER:

By: 
Title: Chief Negotiator
Date: 3/29/2017

By: 
Title: VP
Date: 4/4/17

Los Angeles/Orange County Maintenance Contractors Agreement
SIDE LETTER OF AGREEMENT

2016 - 2020

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 "Los Angeles Orange County Maintenance Contractors Agreement" or "LAOCMCA) 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, 2016 through April 30, 2020. This Waiver applies only to work performed by bargaining-unit employees who work within the jurisdiction of the LAOCMCA and who are covered under the Grievance and Arbitration provisions thereof.

IN WITNESS WHEREOF, the Parties hereto set their hands this 1 day of May, 2016.

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

FOR THE EMPLOYER:

By: [Signature]
Title: Chief Negotiator
Date: 3/29/2017

By: [Signature]
Title: VP
Date: 4/4/17

Los Angeles/Orange County Maintenance Contractors Agreement
SIDE LETTER OF AGREEMENT

2016 - 2020

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. In the event that the Federal Patient Protection and Affordable Care Act is invalidated, repealed or otherwise modified as a result of court decision or congressional action in such a way as to create a material impact on the economic provisions of this Agreement, or in the event that a similar law is subsequently enacted by state or federal legislation, the following shall apply:

- (a) the parties shall meet and discuss the effects upon the bargaining unit,

and
- (b) Upon the Employer's request, the economic provisions of this Agreement, including wages and fringe benefits, shall be re-opened for all purposes. In the event that the reopening occurs, and in the further event the parties are unable to reach agreement within a reasonable period of time, not to exceed six (6) months of the Employer's request for reopening, an impasse shall be deemed to have occurred and the Employer shall be privileged to implement its last, best and final offer on economics.

IN WITNESS WHEREOF, the Parties hereto set their hands this 1 day of May, 2016.

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

FOR THE EMPLOYER:

By: [Signature]
Title: Chief Negotiator
Date: 3/29/2017

By: [Signature]
Title: UP
Date: 4/4/17

Los Angeles/Orange County Maintenance Contractors Agreement
SIDE LETTER OF AGREEMENT

2016 - 2020

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 Los Angeles-Orange County Maintenance Contractors' Agreement ("LAOCMCA") 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 LAOCMCA and are incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the Parties hereto set their hands this 1 day of May, 2016.

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

FOR THE EMPLOYER:

Name: Raphael B. Leib
 Title: Director of Legal Compliance

Signature:



Date: 3/29/2017

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

Street Address:

City:

State:

Zip Code:

Los Angeles/Orange County Maintenance Contractors Agreement

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Contractor's License Number:

1022002

Signature:



Name and Title:

JAMES M. ALTERI
V/P Operations

Date:

4/4/17

Date Insurance Coverage Starts:



California Service Employees Health and Welfare Trust Fund

828 W Washington Blvd • Los Angeles CA 90015 • (213)747-7551 • (877)492-2778
 2323 Eastlake Ave East • Seattle WA 98102 • Phone (844)492-9158

*Via U.S. Mail and
 Certified Mail, Return Receipt Requested*

DATE: MARCH 2, 2018

TO: **FLAGSHIP FACILITY SERVICES**
LOS ANGELES and ORANGE COUNTIES MAINTENANCE CONTRACTORS AGREEMENT
(LAOCMCA)

FROM: THE BOARD OF TRUSTEES

RE: ADVANCE NOTICE OF THE JUNE 2018 CONTRIBUTION RATE INCREASE

Dear Maggie Portillo:

The Trustees of the California Service Employees Health and Welfare Trust Fund are announcing that it will be necessary to modify all employer contribution rates effective with June 2018 remittance for hours worked (payroll) in May 2018 for all participating Employers.

If your employees' Collective Bargaining Agreement has a Full Maintenance of Benefits provision, then all contribution rate modifications are the Employer's obligation and the employee is not required to pay for any portion of the contribution through payroll deduction. If the Collective Bargaining Agreement has a provision for a maximum contribution amount paid by the Employer and if the maximum is less than the new rate, then the Employer is obligated to notify its employees of the portion of their contribution, i.e. payroll deduction, prior to the effective date. Please refer to the Health and Welfare Article of the Collective Bargaining Agreement for further details or call the SEIU-USWW Union Representative.

If the Collective Bargaining Agreement has expired, please be advised that the Trust Fund requires a current signed Collective Bargaining Agreement must be on file with the Trust Fund in order to continue participation. Please forward any current signed Agreements to the Trust Fund at the address above and to the attention of Virginia Vigil.

The new contribution rate for your account will be the following effective with the June 2018 remittance based on May 2018 work hours (payroll).

	<u>Current Rate</u>	<u>New Rate</u>
Account # 114336 Netflix	\$988.48	\$1,037.45
Account # 180013 John Wayne Airport	\$988.48	\$1,037.45

A complete list of LAOCMCA H&W rates are listed on the enclosed rate sheet.

Should you have any questions, please call Virginia Vigil (or email her at vvigil@calserv.org) at the Los Angeles Fringe Benefits Office at (213) 747-7551 or toll free (877) HWCASRV (492-2778).

Thank you.

Encl: New June 2018 Through May 2019 Health & Welfare Rates List

cc: SEIU - United Service Workers West
 Northwest Administrators, Inc. (NWA)