



COLLECTIVE BARGAINING AGREEMENT

by and between

**Building Owners and Managers Association
of San Francisco**

and the

**International Union of Operating Engineers,
Stationary Engineers, Local No. 39**



SEPTEMBER 1, 2017 – AUGUST 31, 2023

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AGREEMENT

This Agreement is made and entered into by and between *Building Owners and Managers Association of San Francisco*, (on behalf of the owners and operators of the buildings listed in Exhibit "A", attached hereto, and of such other buildings as subsequently may be included), hereinafter designated as the "Employer", and *International Union Of Operating Engineers, Stationary Local No. 39*, affiliated with the AFL-CIO, hereinafter designated as the "Union".

SECTION 1. UNION RECOGNITION

This Agreement covers all engineers employed by the Employer, and the Employer recognizes the Union as the sole collective bargaining agency for such engineer employees. It is understood that whenever the masculine gender is used in this Agreement, the terms and conditions apply equally to the feminine gender.

SECTION 2. HIRING, DISCHARGE AND SUSPENSION

- (a) Membership in the Union on or after the thirtieth (30th) day following the beginning of employment or on the effective date of this Agreement, whichever is later, shall be a condition of employment. In the event that an employee fails to become a member or to maintain membership in the Union in accordance with this provision, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said employee for failure to maintain continuous good standing in the Union.
- (b) When new or additional employees are needed, the Employer shall notify the Union of the number and qualifications of employees needed so that the Union may have a reasonable opportunity to refer applicants for the vacancies to be filled. The Employer agrees to notify the Union within seven (7) days of the date of hiring of the names of all persons hired.
- (c) Selection by the Union of applicants for referral to a job shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, the Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.
- (d) In the hiring, maintenance and discharging of employees, the Employer shall determine the suitability and competence of his employees within the provisions of the Section and provided that such determination shall not be used for the purpose of discriminating against members of the Union or to circumvent the spirit and intent of this Agreement.
- (e) The Employer shall not discharge or suspend any employee without just cause. The Employer in this regard shall have the right to issue rules of conduct and appropriate penalties for just cause infractions thereof. It is understood that the Employer shall forward a copy of all rules of conduct applicable to employees covered by this Agreement to the Union. It is further understood that the Employer

shall not discriminate against any employee for Union activity pursuant to Section 8 (a) (3) of the National Labor Relations Act, as amended.

The Union shall have the right to protest any such discharge or suspension, providing such protest shall be presented in writing to the Employer and his/her authorized bargaining representative, within five (5) working days after a discharge, and within thirty (30) calendar days after a suspension, and if not presented within such period, the right of protest shall be waived.

- (f) Employees shall be on probation during the first ninety (90) calendar days of their employment and may be subject to discharge during this period without recourse. Probation may be extended by written mutual agreement between the Employer and the employee with notice to the Union. Any extension of the probationary period shall in no case exceed thirty (30) calendar days.

SECTION 3. NO DISCRIMINATION

The Employer and the Union subscribe to the principle of equal opportunity. Accordingly, the Employer shall not discriminate against, discharge, suspend, discipline, refuse to promote or otherwise unjustly discriminate against any individual with respect to such individual's compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, national origin, ancestry, physical handicap, or age; provided, however that the above prohibitions with respect to age are limited in accordance with the law to individuals who are at least forty years of age. The intent of this Section is to restate California and Federal law with respect to equal employment opportunity. Should any provision of this Agreement, at any time during its life, be found in conflict with California or Federal equal opportunity laws, as such laws may be amended by legislation or interpreted by an Appellate Court then such provision shall continue in effect only to the extent permissible under applicable law, with the right extended to either party to this Agreement to negotiate with respect to the conflicting provision. This section shall not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 4. DUTIES OF ENGINEERS

- (a) All engineers covered under this Agreement will comply with all federal, state, local laws and regulations as well as the Employer's safety policies and directives. The engineers covered by this Agreement shall, if and when called upon, perform any or all of the following skilled and technical duties but not necessarily limited to performing work under a work order or computerized maintenance management system (CMMS), operating or assisting in operating all heating and ventilation and air conditioning equipment, engines, turbines, motors, combustion engines, pumps, air compressors, ice and refrigerating machines, air conditioning units, filters, dryers, fans, siphons, also automatic and power-oiling pumps and engines, as well as other such normal or evolved building systems as installed within the building (s), more specifically described as follows:

- (1) Operation, maintenance and repair of all boilers, heaters pumps, valves, appurtenances and lines used in the distribution of steam and heated or processed water.
- (2) Operation, maintenance and repair of refrigerant compressors, condensers, evaporators, traps, transfer pumps, expansion valves, stop valves and float valves, together with all refrigerant lines and devices used to control temperature, and air conditioning systems in their entirety, including the use of approved recovery equipment and processes to comply with the law.
- (3) Operation, maintenance and repair of pumps handling brines or other secondary refrigerating liquids, including water, together with all valves, appurtenances and lines used in the system.
- (4) Operation, maintenance and repair of air compressors, together with distribution lines and all valves and devices for air control, including air dryer and filtering and separating systems.
- (5) Operation, maintenance and repair of all natural and manufactured gas distribution lines, including all valves and devices for their distribution, regulation and control.
- (6) Operation, maintenance and repair of water filters, softeners, piping, expansion tanks, and pumps used in conjunction with water distribution, including all sinks and toilet bowls, including all supply lines, drains, water lines, control devices and sprinkler systems.
- (7) Operation, maintenance and repair of all types of electrical motors and engines used to power pumps, compressors, generators and fans.
- (8) Maintenance of elevators, man lifts, escalators and hoistways except where this type of equipment is serviced and maintained by specialized contractors, and only where the Engineer is properly licensed to do so.
- (9) All electrical/control systems work and repair including circuit diagnostics, tracing and troubleshooting, operating, maintaining, and repairing all motor controls and related equipment drivers such as variable frequency drives (VFD's).
- (10) Tools considered as necessary to the fulfillment of the duties of the engineer shall include all those which may be required in the performance of his duties, including such types of special equipment necessary to operate, maintain and repair the equipment listed.
- (11) Operation, maintenance and repair of all fuel oil systems including piping, pumps, valves, strainers, filters, floats, separators, lines and controls.

- (12) Operation, maintenance and repair of building automation systems for HVAC, lighting and other controlled mediums, including consoles, data gathering panels, remote sensors and indicating devices.
 - (13) Operation, maintenance and repair of sanitary sewer systems, sump pumps including basins and sumps, grease traps, water closets, urinals, flush valves, angle stops and piping. This includes clearing blockages in fixtures and lines as needed and on a preventative basis as well.
 - (14) Maintenance and repair of trash/recycling/composting/baling compactors, including electrical and hydraulic systems.
 - (15) Maintenance and repair of all kitchen equipment excluding tenant owned equipment.
 - (16) Operation, maintenance and repair of all life Safety related equipment, including support of testing for life safety related equipment.
 - (17) Inventory control for parts and materials required to perform such maintenance and repairs to the building systems.
 - (18) Equipment room maintenance and repairs to maintain the physical condition and appearance of these rooms and equipment located within them.
- (b) The Chief Engineer shall have charge of the above operation and shall perform such supervisory or other duties, including but not limited to implementation of preventative maintenance programs, inventory control, and the inspection, testing and maintenance of the fire alarm and other life safety systems, as may be consistent with his functions as Chief Engineer and which are assigned to him by the building management. The Chief Engineer, in addition to performing bargaining unit work, shall be responsible to the Employer for the safe, economical operation of the plant and for all persons employed under the direction of the Chief Engineer. The Chief shall also be responsible for the implementation of the Employer's orientation, safety and training programs of engineers under his/her direction, as time and resources permit. Engineers under the direction of the Chief shall receive their orders from the Chief, who shall be responsible to the Employer for carrying out the orders of management in the operation of the building. The Chief Engineer will support the training and advancement of Apprentice Engineers where appropriate.
- (c) It is mutually understood and agreed that engineers employed in the buildings parties to this Agreement (see attached Exhibit "A") shall continue to perform the maintenance and repair work in connection with the heating, steam, ventilating, air conditioning, electrical and mechanical systems and appliances in the building consistent with past prevailing practices in the office building industry. The Chief Engineer shall have charge of the above operation, and shall perform such supervisory or other duties as may be consistent with his/her functions as Chief Engineer.

- (d) In buildings where one or more than one engineer is employed, one shall be designated Chief Engineer. The Employer shall have the right to require the Chief Engineer, and/or Assistant Chief Engineer, to attend and successfully complete the Union's Supervision (Chief/Assistant Chief) Training Course, or a mutually approved substitute Supervisory Course, after being designated as Chief or Assistant Chief Engineer. The cost of the training course shall be borne by the Employer. The Chief/Assistant Chief shall have twelve (12) months from the date of promotion to complete the agreed-upon course. If he/she does not do so, his/her rate of pay will be reduced by 10% below the applicable rate. All orders or instructions to engineers or other workmen under him/her shall be given by the Chief Engineer and/or his/her Assistant Chief Engineer where applicable.
- (e) The Assistant Chief Engineer shall assist the Chief Engineer in the performance of his duties as well as support the Engineers under him/her in the performance of their duties.
- (f) The Employer shall have the right to require Chief Engineer, Assistant Chief Engineer and Stationary Engineers to attend and successfully complete a Union Training Course, or a mutually agreed upon training course, twice per calendar year, but in no event can an Engineer be required by the Employer to complete training of more than 8 hours per year. This section shall not impose training requirements on other classifications, and the terms of this section shall not apply to or otherwise limit Apprentice training. If the Chief/Assistant Chief/Stationary Engineer does not complete the required training during the calendar year following implementation of this section, or any calendar year thereafter, the Employer, the Union and the Engineer will meet to determine the next available training course that the Engineer must attend and complete to satisfy this requirement. If the Engineer does not complete the agreed upon training in the agreed upon time, his/her rate of pay shall be reduced by \$3.00 per hour below the applicable rate until the required training is completed. This reduction shall remain in effect until the required training is completed, at which point pay shall be restored to the applicable rate without retroactive adjustment. The cost of the training course shall be reimbursed and borne by the Employer upon successful completion of the course; provided, the Employer may agree to pay costs for specific courses or curriculum of training in advance, in which case the employees will not be charged and reimbursement shall not be required.

The Training required under this section may consist of any of the following in addition to those offered by Local 39 through classes, seminars and on-line training: Employer approved/sponsored trainings, such as lunch and learns; BOMA sponsored trainings such as the Annual Codes Seminar, Emergency Preparedness Seminar, Budgeting classes; vendor sponsored trainings pertinent to the trade, On-line training classes pertinent to the industry; OSHA 10 Training, conducted by the Employer, Union or vendor; PG&E Classes sponsored through PG&E Energy Center, or other Energy Certificate Training. The preceding is not a definitive list, but simply by way of illustration. The Employer and Union agree to meet and confer as needed to identify appropriate training courses and implement this section.

The requirements of this section shall go into effect January 1, 2018.

- (g) The Stationary Engineer shall assist the Chief Engineer and the Assistant Chief Engineer in the performance of his duties enumerated above.
- (h) The Apprentice Engineer shall only assist the Stationary Engineer, the Assistant Chief Engineer and the Chief Engineer in the performance of his duties.
- (i) The Employer may hire Utility Engineers to perform the following duties under the direction of the Chief, Assistant Chief or Stationary Engineer. The ratio of Utility Engineers in each building shall be mutually agreed to by the Employer and Union.
 - (1) Repairs on toilet facilities including soap dispensers.
 - (2) Repairs on registers and radiators.
 - (3) Replacement of lamps and cleaning of light fixtures.
 - (4) Removing ceiling tile.
 - (5) Minor repairs on furniture and floors.
 - (6) Maintaining and/or replacing door hardware.
 - (7) Repair of floor maintenance equipment and venetian blinds.
 - (8) Maintenance painting in equipment rooms, cooling towers and other building facilities.
 - (9) Replacement of air filters in the H.V.A.C. equipment.
 - (10) General cleaning in mechanical spaces and perimeter induction units.
 - (11) Cleanup of equipment in engine room and shop.
 - (12) Miscellaneous handyman work requiring the limited use of hand tools.
 - (13) Replace fire extinguishers when needed.
 - (14) Cleaning of air vents and roof drains.
- (j) Utility Engineers may perform the following limited duties without direct supervision of the Chief, Assistant Chief or Stationary Engineer:
 - (1) Cleaning air vents, registers and radiators.
 - (2) Replacing light bulbs and cleaning light fixtures.

- (3) Maintenance of toilet facilities, excluding energized systems and plumbing systems.
- (4) Replacing ceiling tiles not affecting fire sprinkler systems and other energized systems.
- (5) Minor repairs of furniture and floors.
- (6) Maintenance painting in back of house service areas, excluding equipment rooms.
- (7) Replacing air filters.
- (8) Cleaning of engineering shop areas.
- (9) Replacing fire extinguishers.
- (10) Hanging framed objects not requiring the use of power tools other than cordless drill/drivers.

Before a Utility Engineer may work without supervision on the tasks described above, the employee, the Chief Engineer and the Tenant, if applicable, must execute a work order which specifies the scope and content of the work which will be performed. If, at the direction of the Employer or Tenant, the Utility Engineer performs any work in excess of that described in Section 4(i), he/she will be paid at the journey rate of pay for the entire shift. The Employer assumes full responsibility / liability for any problems arising from working a Utility Engineer unsupervised.

At the end of the third year of the Agreement, the Union and the Employer will meet to discuss the pilot program and whether or not to continue the provisions for an additional period of time. Absent mutual agreement to continue the program, the practice of working Utility Engineers unsupervised will cease.

- (k) Employers who own or operate multiple buildings may by mutual agreement between employer and employee temporarily reassign engineers between such buildings and/or from one such building to another. No proposed or requested change may be implemented without prior notice to the Union except in the case of an emergency. Temporary reassignment of an engineer shall not affect that engineer's seniority in his permanent assignment which shall continue to accrue and be applied on a classification basis.

SECTION 5. WAGES

Minimum straight-time hourly rates of pay for employees covered by this Agreement shall be as follows for the period September 1, 2017 through August 31, 2023:

ENGINEERS WAGES	Effective 09/01/17	Effective 09/01/18	Effective 09/01/19	Effective 09/01/20	Effective 09/01/21	Effective 09/01/22
Class IA Buildings						
Chief Engineer	\$ 64.51	\$ 67.28	\$ 70.11	\$ 72.99	\$ 76.06	\$ 79.27
Assistant Chief Engineer	57.46	59.92	62.44	65.00	67.74	70.60
Stationary Engineer	50.40	52.56	54.77	57.02	59.42	61.93
Utility Engineer	27.72	28.91	30.12	31.36	32.68	34.06
Class I Buildings						
Chief Engineer	61.13	63.75	66.43	69.15	72.06	75.11
Assistant Chief Engineer	55.01	57.38	59.78	62.24	64.86	67.60
Stationary Engineer	48.90	51.00	53.14	55.32	57.65	60.09
Utility Engineer	26.90	28.05	29.23	30.43	31.71	33.05
Class II Buildings						
Chief Engineer	49.31	51.42	53.58	55.78	58.13	60.59
Stationary Engineer	48.61	50.69	52.82	54.99	57.30	59.72
Utility Engineer	26.74	27.88	29.05	30.24	31.52	32.85
Class III Buildings						
Chief Engineer	48.90	51.00	53.14	55.32	57.65	60.09

APPRENTICE WAGES

APPRENTICE WAGES		09/01/17	09/01/18	09/01/19	09/01/20	09/01/21	09/01/22
Class IA Buildings							
1st 12 months	65%	\$ 32.76	\$ 34.16	\$ 35.60	\$ 37.06	\$ 38.62	\$ 40.25
3rd 6 months	70%	35.28	36.79	38.34	39.91	41.59	43.35
4th 6 months	75%	37.80	39.42	41.08	42.77	44.57	46.45
5th 6 months	80%	40.32	42.05	43.82	45.62	47.54	49.54
6th 6 months	85%	42.84	44.68	46.55	48.47	50.51	52.64
7th 6 months	90%	45.36	47.30	49.29	51.32	53.48	55.74
8th 6 months	95%	47.88	49.93	52.03	54.17	56.45	58.83
Class I Buildings							
1st 12 months	65%	31.79	33.15	34.54	35.96	37.47	39.06
3rd 6 months	70%	34.23	35.70	37.20	38.72	40.36	42.06
4th 6 months	75%	36.68	38.25	39.86	41.49	43.24	45.07
5th 6 months	80%	39.12	40.80	42.51	44.26	46.12	48.07
6th 6 months	85%	41.57	43.35	45.17	47.02	49.00	51.08
7th 6 months	90%	44.01	45.90	47.83	49.79	51.89	54.08
8th 6 months	95%	46.46	48.45	50.48	52.55	54.77	57.09

SECTION 6. ENGINEER CLASSIFICATIONS

- (a) The Chief Engineer in Class I-A Buildings shall receive twenty-eight percent (28%) above the basic negotiated Stationary Engineer's rate. An Assistant Chief Engineer, when employed in Class I-A Buildings, shall receive fourteen percent (14%) above the basic negotiated Stationary Engineer's rate.

(b) The Chief Engineer in a Class I Building shall receive twenty-five percent (25%) above the Stationary Engineer's rate. An Assistant Chief Engineer, when employed in a Class I Building, shall receive twelve and one-half percent (12-½%) above the Stationary Engineer's rate.

(c) Apprentice Engineers, when employed, shall receive not less than the following percentages of the Stationary Engineer's wage:

- 1st 12 months 65% of Stationary Engineer's wage
 - 3rd 6 months 70% of Stationary Engineer's wage
 - 4th 6 months 75% of Stationary Engineer's wage
 - 5th 6 months 80% of Stationary Engineer's wage
 - 6th 6 months 85% of Stationary Engineer's wage
 - 7th 6 months 90% of Stationary Engineer's wage
 - 8th 6 months 95% of Stationary Engineer's wage
- Thereafter, Stationary Engineer's rate of pay.

The Employer agrees to maintain a minimum of one Apprentice Engineer for every five (5) non-apprentice Engineers (inclusive of Chief Engineer, Assistant Chief Engineer, and Stationary Engineers, but excluding Utility Engineers) employed at a facility, and one additional Apprentice Engineer for every five (5) Engineers employed thereafter. By way of example, an Employer who employed one (1) Chief Engineer, one (1) Assistant Chief Engineer, and three Stationary Engineers, if employing a sixth Engineer would hire an Apprentice Engineer to fill the position. Such Apprentice Engineer shall be enrolled in an approved State of California indentured apprenticeship training program. Implementation of this provision will occur through attrition of existing staff such that the existing Engineering staff is not increased from current staffing levels, unless agreed to by the Employer. Upon an Apprentice's successful conclusion of their training program and reclassification to Journeyman status, the Employer need not hire a replacement apprentice (if necessary to meet the minimum of one Apprentice) until that hire can be accomplished through attrition, and the Employer shall retain the right to determine the appropriate number of employees at the site. In critical facilities, where work is performed twenty-four (24) hours per day, seven days per week, the Apprentice Ratio may not apply unless mutually agreed to by the Employer and Union. The minimums established herein shall not preclude the Employer from adding an apprentice with fewer Engineers at a site where all appropriate training and experience can be given, and the parties agree that all contractual requirements and approvals for the parties' apprenticeship program can be met. The Employer and Union may also meet and confer regarding the placement of additional apprentices where they can be utilized and receive appropriate training.

(d) Utility Engineers, when employed, shall receive not less than fifty-five percent (55%) of the Stationary Engineer's wage.

- (e) Where only one Engineer is employed in a building, he shall assume the duties and responsibilities of Chief Engineer and his minimum rate of pay shall be that of a Chief Engineer of the classification to which his building belongs.
- (f) It is understood that a Chief Engineer taking care of two (2) Class III Buildings shall not be entitled to a higher rate of pay for such work, and that the Union will not ask for reclassification of the Class III Buildings listed in Exhibit "A" unless by an appropriate showing it can be demonstrated that a substantial change in duties has occurred in the particular building. In such case the parties hereto shall agree to discuss the problem presented.
- (g) Where the Chief Engineer is required to leave work for a continuous period of five (5) regularly scheduled working days, the Employer shall designate another Engineer as Relief Chief Engineer who shall assume the duties and responsibilities of the absent Chief Engineer. The Relief Chief Engineer shall receive following said fifth (5th) day of absence retroactive to the first day of absence, not less than the minimum contract wage specified here for Chief Engineer. The Employer shall not be required to replace the Engineer and such Engineer who is acting as Relief Chief Engineer may be required to stand his regular watch and/or perform his regular duties in addition to performing the duties of Chief Engineer. Any other staffing changes due to the regular Chief's absence are at the sole discretion of the Employer.
- (h) An Extra Engineer is one who is employed for a specific period of ninety (90) days or less. The Extra Engineer shall be compensated at the Stationary Engineer's rate of pay plus a premium of nine dollars (\$9.00) per hour in lieu of health and welfare premiums, pension, and annuity contributions, except that an Extra Engineer shall receive shift differentials where applicable, and premium pay for holidays worked. In such cases where an Extra Engineer works more than ninety (90) days, such time shall serve as the Extra Engineer's Probationary Period. The premium shall increase to ten dollars and fifty cents (\$10.50) on September 1, 2019 and shall increase to twelve dollars (\$12.00) on September 1, 2021. Each Employer shall send the Union a monthly report of each Extra Engineer employed by the Employer. The Employer shall not rotate Engineers in and out of the Extra Engineer position to avoid hiring full time Engineers.

SECTION 7. SHIFT DIFFERENTIALS

- (a) Where fifty percent (50%) or more of an employee's scheduled hours fall between 6:00 p.m. and 12:00 midnight, such employee shall receive a swing shift differential of One Dollar and Fifty Cents (\$1.50) over the engineer's hourly rate of pay per hour for the entire shift.
- (b) Where fifty percent (50%) or more of an employee's scheduled hours fall between 12:00 midnight and 6:00 a.m., such employee shall receive a graveyard shift differential of One Dollar and Seventy-Five Cents (\$1.75) over the engineer's hourly rate of pay per hour for the entire shift.

- (c) Said shift differentials shall apply to all hours worked on such shifts, and shall apply to holiday pay, vacation pay, sick leave pay, or funeral leave pay where such pay is taken for work absences, but said differentials shall not apply to vacation which is paid out in lieu of actual vacation leave or upon leaving employment, or for sick pay cash outs pursuant to Section 14 (f).

SECTION 8. WAGE REDUCTIONS

Where better wages or conditions than called for herein are in effect, nothing in this Agreement shall be construed as lowering such wages or conditions.

SECTION 9. HOURS

- (a) Eight (8) consecutive hours exclusive of not more than one (1) hour for lunch shall constitute a day's work. All engineers shall be given not less than a one-half (1/2) hour lunch period and not more than a one (1) hour lunch period to be mutually agreed upon in each building; provided, however, the lunch periods in Class I-A and Class I Buildings shall be one-half (1/2) hour.

The Employer may institute a four day work week, ten hours per day during the term of this Agreement. It is also agreed that the Employer, on behalf of an individual building may discontinue the above work week schedule at the Employer's sole discretion.

A Letter of Agreement between the Employer and Stationary Engineers Local 39 (the Union) shall be written for each building when there is established a four day work week. The overtime provision under such circumstances shall be adjusted accordingly to accommodate the regular work day for the 10 hour shift and over time shall occur at 1-1/2 times the straight time rate for the first two hours after the 10 hour shift and 2 times the straight time rate after 12 hours in a work day.

- (b) A week's work shall consist of forty (40) hours divided into five (5) consecutive eight (8) hour working days followed by two (2) consecutive days off. Employees who work in excess of eight (8) hours per day or in excess of forty (40) hours per scheduled work week shall be paid at the rate of time and one-half (1-1/2) for such excess. Employees who work in excess of ten (10) consecutive hours per day (exclusive of meal periods) shall be compensated at the rate of two (2) times the straight time hourly rate for such excess.
- (c) All time worked on the seventh (7th) consecutive work day of a particular week shall be paid at the overtime rate of double (2X) time.
- (d) Paid time off (vacations, holidays, jury duty, funeral leave and paid sick leave) shall be credited toward the computation of eligibility for overtime, but for such purpose only, provided that with respect to any paid sick leave utilized for such purpose, the Employer may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed.

- (e) All regular engineers with three (3) or more months of continuous service shall be guaranteed a forty (40) hour straight-time minimum work week (in addition to any hours worked at overtime); provided, however, this guarantee shall not apply to employees in the following categories:
- (1) Casual Employees.
 - (2) Employees with less than three (3) months continuous service.
 - (3) Employees who voluntarily quit during the regularly scheduled work week.
 - (4) Employees who are discharged for cause during the regular scheduled work week.
 - (5) Employees who fail to report for work at their regular starting time each day during the regularly scheduled work week.
 - (6) Employees who request and are granted time off for personal reasons during the regularly scheduled work week.
 - (7) The first week during which employees are recalled to work from layoff.
 - (8) Employees who report for work and fail to complete eight (8) hours of work on that day.
 - (9) Emergency situations beyond the control of the Employer such as: floods, fire, mechanical failures, civil disturbances, earthquakes and strikes.
- (f) All engineers shall have a regular starting and stopping time. All work performed before and/or after the regular starting and stopping time shall be paid at the overtime rate. Seventy two hours (72) hours notice shall be given before any change in shifts excepting those emergency situations where such notice cannot be given. If not notified of a change in shift schedule within such time limit, the Engineer shall be paid at the rate of time and one half (1-½) for all hours worked by the Engineer on his first shift after the shift schedule change.
- (g) Consistent with efficient operations, the Chief Engineer shall attempt to distribute scheduled overtime among all qualified Engineers. The Union agrees that the inequitable distribution of such overtime shall not give rise to any pay claim by the Union against the Employer, provided the Employer shall cooperate with the Union in its attempt to distribute overtime on a just basis.

SECTION 10. CALL-BACKS

When an employee has completed a work week, as defined herein, and is called to work on the next succeeding day, he shall receive not less than four (4) hours of work and shall be paid the overtime rate for work performed on such day. When an employee following the completion of his shift, and after he has left the premises, is called back to work, he shall receive pay for not less than four (4) hours work at the overtime rate. Provided further that in the event more than four (4) hours work is actually performed in any such twenty-four (24) hour period as a result of such call backs, such work in excess of four (4) hours will be paid for at the overtime rate. The call back minimum shall be restricted to the original request and all work related thereto.

SECTION 11. ELECTRONIC CALL BACK/STANDBY PAY

(a) Standby Pay

In the course of their normal duties and employment, Engineers may be required to have a pager, cell phone or other communication device during off hours. The general intent of the use of such communication devices is to enable Engineers to maintain contact with appropriate parties including the Employer. Unless otherwise specifically stated by the Employer, the use of such a communication device during off hours is not intended to limit the Employee's activities during off hours.

In the event an Employer requires an Employee to be physically available to their work premises while off site during off hours, that intent shall be specifically communicated by the Employer to the Employee, and in such cases, the Employee shall receive "standby" pay at the rate of one-half (1/2) the applicable straight or overtime rate. Without such communication and compensation there shall be no expectation to respond.

(b) Electronic Call Back

Engineers shall not perform electronic call back work unless requested and approved by the Employer. The Engineer shall submit weekly written reports of electronic call back work which must be approved by the Employer in order to be paid. When an employee, following the completion of his shift, and after said employee has left the premises, is contacted to resolve a work related issue, then that employee shall receive a minimum of fifteen (15) minutes pay at the applicable overtime hourly rate of pay without having to leave his current location in the resolution of the issue.

SECTION 12. HOLIDAYS

(a) The following days shall be observed as paid holidays for employees who have completed the ninety (90) calendar day probationary period. When an employee with less than ninety (90) days is required to work a holiday, such employee shall be paid eight hours for the holiday plus the applicable overtime rate for hours worked.

- | | |
|-----------------------|----------------------|
| New Year's Day | Labor Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Fourth of July | Employee's Birthday* |
| Two Floating Holidays | |

Floating Holidays and Employee's Birthdays are awarded each contractual year. Floating holidays will be determined each year by mutual agreement between the individual Employer and the individual Employee. However, one floating holiday may be designated as the day after Thanksgiving. Engineers working on any of the above holidays shall be paid at the rate of time and one-half (1-1/2) in addition to their regular hourly rate. When any of the foregoing holidays falls on a Sunday, the Monday following shall be the recognized celebrated holiday.

*Another day may be substituted in lieu of the individual Employee's Birthday by mutual agreement between the individual Employer and the individual Employee involved.

- (b) If an employee's regular day off falls on a recognized holiday, he shall receive an additional day off within two (2) weeks prior or following the holiday on a date mutually agreed to between the Employer and the individual employee. Absent mutual agreement to a day, the employee will be paid an extra day's pay in lieu of the holiday.
- (c) Where a holiday falls within an engineer's vacation period, he shall receive straight-time pay for the holiday, and his bank of accrued vacation will not be charged for that day.
- (d) In the event a holiday falls on an engineer's normally scheduled day to work and the engineer is required to work that day, the employee shall have the option to either a) be paid for all hours worked on such holiday at the overtime rate (time and a half) in addition to the holiday pay to which they may otherwise be entitled, or b) may work the holiday at the overtime rate and get another paid day off mutually agreed upon between employee and employer, at the straight time rate of pay.

SECTION 13. VACATIONS

- (a) All regular engineers employed under the provisions of this Agreement and who have been in the service of the Employer continuously for one (1) year shall be granted, on the employee's anniversary date, two (2) weeks vacation with pay each year, and shall thereafter accrue vacation at the rate of two weeks per year. All regular engineers employed under the provisions of this Agreement and who have been in the service of the Employer continuously for four (4) years, shall accrue vacation at the rate of three (3) weeks vacation each year. Accrual at this rate (and subsequent increases in the rate of accrual) shall begin in the first pay period following completion of the requisite years of service. No lump sum of vacation shall be given on any anniversary date after the first year anniversary. All regular engineers employed under the provisions of this Agreement and who have been in the service of the Employer continuously for nine (9) years shall accrue vacation at the rate of four (4) weeks vacation each year. All regular engineers who have been in the service of the Employer continuously for nineteen (19) years or more shall accrue vacation at the rate of five (5) weeks vacation each year. The Employer reserves the right to designate the four (4) week vacation period and the three (3) week vacation period, and in his judgment may designate two (2) weeks vacation at one time and the other two (2) or one (1) week vacation at another time. The Employer reserves the right to designate the five week vacation period, and may designate two weeks at one time and another two weeks and one week at another time. Vacations shall be scheduled during the period commencing from April 1 and not later than October 1 of each year. Vacations may be taken outside said time limitations providing the individual employee and the Employer mutually agree.

- (b) Vacation shall not accrue in the first year of employment, but where an employee leaves employment during that time period shall be paid out on a prorated after the first six (6) months of service.
- (c) When requested by an employee who has given a reasonable advance notice, he shall be issued earned vacation pay prior to the commencement of a scheduled vacation.
- (d) Employees can accumulate accrued but unused vacation up to a cap of two times (2x) their annual accrual. If an Employee is at risk of reaching his or her actual cap, and has been denied a reasonable request for vacation made with reasonable notice, the Employee shall promptly notify the Employer and the Union which shall promptly meet to discuss the issue and schedule vacation or reach mutual agreement on an appropriate remedy. The Union and Employer acknowledge their mutual responsibility to communicate with each other and with the Chief Engineer to address issues of vacation scheduling.
- (e) Waiver of San Francisco Parental Leave Ordinance. To the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Parental Leave Ordinance, Article 33H of the San Francisco Police Code, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

SECTION 14. SICK LEAVE

- (a) Every employee covered by this Agreement who has been continuously employed by his Employer for a period of at least one (1) year shall thereafter be entitled to ten (10) days (eighty [80] straight time hours) sick leave with pay per year. An employee who has been continuously employed by his individual Employer for a period of six (6) months shall be entitled to a prorated share of the first year's sick leave allowance. Sick leave shall thereafter be earned on a prorated basis.
- (b) A doctor's certificate or other reasonable proof of illness may be required by the Employer. Such sick leave with pay shall be applicable only in cases of bona fide illness or accident and shall be paid in accordance with Section 14 (c) herein. Sick leave shall not be used in lieu of vacation.
- (c) First work day's absence, no pay; provided, however, that the sick benefit allowance for bona fide illness or accident shall commence with the first work day's absence if the employee's illness or accident results in his being hospitalized before he returns to work or if the employee's illness or accident results in an allowable Workers Compensation claim, or if the employee has twenty (20) or more days of accumulated sick leave; succeeding work days absence, full pay until earned sick leave benefits are exhausted. Where an employee is required to be hospitalized on the first day of an illness or injury then full pay shall be required from the first day of such hospitalization.

- (d) Integration of sick leave benefits with Workers' Compensation or Unemployment Disability payments is to be automatic; the Employer may not waive integration, and any employee entitled to Workers Compensation or Unemployment Disability payments must apply therefore before sick leave benefits are payable. Where an employee applies for and receives either Workers' Compensation or Unemployment Disability payments, then the first work day's absence waiting period before full sick leave pay commences shall be waived. If the integration of sick leave benefits with Workers Compensation or Unemployment Disability payments does not achieve the full wage rate for the employee, then, his/her vacation benefits set forth in Section 13 of this Agreement shall be integrated with Workers Compensation or Unemployment Disability payments to achieve the full wage rate. An employee receiving paid leave time integration shall continue to receive their health and welfare benefits as provided in Section 15, Health and Welfare.
- (e) Unused earned sick leave may be accumulated to a maximum of sixty (60) days.
- (f) An employee, who on December 31st, has a sick leave balance of sixty (60) days, shall be paid for the value of one half (1/2) of up to ten (10) days of unused sick leave that would have been accumulated during the preceding 12 months in excess of sixty (60) days, except for the sixty (60) day maximum accumulation provided above.

Said payment, which shall be made with the payroll check for the first payroll period after January 1 of each year of this Agreement shall be based upon the straight-time hourly rate of pay in effect on December 31st, for the affected employee's classification.

- (g) The daily rate of sick leave pay is to be determined by the Employer paying the difference between Unemployment Compensation Disability benefits (U.C.D.) and the employee's full rate of daily pay.
- (h) For the purpose of this Section, full pay shall mean pay for the regular daily schedule of working hours, for those days which the employee would have worked had the disability not occurred, calculated at straight-time. The waiting period herein provided before full pay commences shall apply for each illness or accident in case the sick benefit allowance has not been used up in previous illnesses during the same year.
- (i) In industrial injury cases, Workers' Compensation, and sick benefit allowance shall be paid separately, but in the event Workers' Compensation payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two (2) shall not exceed the sick benefit payable for said period. This same rule shall apply to Unemployment Compensation Disability payments.
- (j) An employee who becomes injured or physically ill while on vacation is eligible to utilize earned but unused sick leave if the employee is hospitalized during such scheduled vacation.

- (k) The Employer recognizes that there are multiple State and Federal Family and Sick Leave Programs and agrees to adhere to the programs, including but not limited to an employee using up to one half their annual sick leave to care for family members per AB 109.
- (l) To the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Sick Leave Ordinance, San Francisco Administrative Code Chapter 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

SECTION 15. HEALTH AND WELFARE

- (a) The Employer agrees to contribute into the Stationary Engineers Local 39 Health and Welfare Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment as the Trustees of said Trust Fund may determine, the below listed amounts, per month, for each eligible employee as defined by this Agreement, for the purpose of providing such employees and his/her dependents with group life insurance, hospitalization, prescription drugs, medical, vision, and dental benefits, as are now in effect, or as may hereafter be specified by the Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon individual employers by that certain Trust Agreement referred to for convenience as the "Stationary Engineers Local 39 Health and Welfare Trust Agreement," as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the Employer herein and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments or modifications, changes or mergers with respect to said Trust Agreement made by the parties hereto. Effective September 1, 2017, the monthly contribution shall be the amount of One Thousand Nine Hundred Seventy Dollars and Zero Cents (\$1,970.00), plus a flat monthly contribution rate of Twenty-Five Dollars (\$25.00) for life insurance.
- (b) The above contributions shall be made on or before the tenth (10th) day of each month, for each employee employed for a period of not less than eighty (80) hours during the preceding calendar month.
- (c) The undersigned further agrees that he or it does irrevocably designate and appoint the Employers mentioned in said Health and Welfare Trust as his or its attorneys-in-fact for the selection, removal and substitution of trustees as provided for in said Trust Agreements and as may be hereinafter provided by or pursuant to said Trust Agreements.
- (d) In the event that the Trustees of the Stationary Engineers Local 39 Health and Welfare Trust determine that the current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.

- (e) In the event the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay, in addition to the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.
- (f) In the event of accident, or illness of any employee with ninety (90) days or more of employment, or in the event of a layoff of any employee with one hundred eighty (180) days or more of employment, the Employer will continue the monthly payments for the employee and his dependents for a period not to exceed three (3) months.

SECTION 16. PENSION PLAN

The Employer agrees to contribute into the Stationary Engineers Local 39 Pension Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment, the following amount:

Effective September 1, 2017:	\$9.56
Effective September 1, 2018:	\$10.06
Effective September 1, 2019:	\$10.56
Effective September 1, 2020:	\$11.11
Effective September 1, 2021:	\$11.66
Effective September 1, 2022:	\$12.21

for all straight time hours worked or paid for.

The above contributions shall be made on or before the tenth (10th) day of each month, for Pension Benefits, programs and plans, as now specified, and as may be hereafter specified by said Trustees. The Employer agrees to accept, assume and be bound by all of the obligations imposed on individual employers by that certain Trust Agreement referred to for convenience as the Stationary Engineers Local 39 Pension Trust Agreement (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto.

The undersigned further agrees that he or it does irrevocably designate and appoint the employers mentioned in said Pension Trust as his or its attorney-in-fact for the selection, removal, and substitution of Trustees as provided for in said Trust Agreement and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay in addition to the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.

SECTION 17. ANNUITY FUND

The Employer agrees to contribute into the Stationary Engineers Local 39 Defined Contribution Annuity Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment, the following amount:

Effective September 1, 2017	\$1.70
Effective September 1, 2018	\$1.75
Effective September 1, 2019	\$1.80
Effective September 1, 2020	\$1.85
Effective September 1, 2021	\$1.90
Effective September 1, 2022	\$1.95

for all straight time hours worked or paid for.

The above contributions shall be made on or before the tenth (10th) day of each month, for Annuity Benefits, programs and plans, as now specified, and as may be hereafter specified by said Trustees. The Employer agrees to accept, assume and be bound by all of the obligations imposed on individual employers by that certain Trust Agreement referred to for convenience as the Stationary Engineers Local 39 Annuity Trust Agreement (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto.

The undersigned further agrees that he or it does irrevocably designate and appoint the employers mentioned in said Annuity Trust as his or its attorney-in-fact for the selection, removal, and substitution of Trustees as provided for in said Trust Agreement and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay in addition to the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.

SECTION 18. JURY DUTY

- (a) When an employee covered by this Agreement who has completed the ninety (90) calendar day probationary period is called for jury service in any municipal, county, state or federal court, he/she shall advise the Employer upon receipt of such call, and if absent from his work for such service shall be reimbursed as provided herein for any loss of wages while actually performing such services, provided he exhibits to the Employer his properly endorsed check or voucher he received for such service and permits the Employer to copy same. The amount the employee shall be reimbursed shall be determined by subtracting the amount he received as a per diem for such service from the amount he would have earned at his regular straight-time hourly rate during the regular working hours he missed while performing such service, it being understood that such reimbursement is limited to a maximum of

twenty (20) days annually. It is also understood that the provisions of this section do not apply to nor provide compensation to persons serving on a State Grand Jury.

- (b) On any day on which a swing or graveyard employee is called for Jury Duty he or she shall not be required to report for work on any shift starting prior to or after the time he or she is due to report for said Jury Duty.
- (c) If the employee is excused from jury duty before the completion of the first half of his work shift, the employee is required to report for work within a reasonable time after he is excused from jury duty. If he returns to work within a reasonable time and completes the second half of his work shift on the day of jury duty, he will receive eight (8) hours pay at his base rate less jury duty fees. If he does not return to work when excused before the completion of the first half of his work shift, he will be subject to disciplinary action by the Employer and will not receive the remainder of the day's pay. In the event the employee is excused from jury duty during his second half of his work shift, he may return home and will receive eight (8) hours pay at his base rate less jury duty fees.

SECTION 19. FUNERAL LEAVE

- (a) In the event of a death in the immediate family of an employee who has ninety (90) calendar days of service with his Employer, he shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days for in-state funerals and not to exceed five (5) regularly scheduled working days for funerals held outside of the State of California. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, or sick leave.
- (b) For the purpose of this Section the immediate family shall be restricted to Father, Mother, Step-Parents, Brother, Sister, Spouse, Child, Step Children, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Grandparents, Grandchildren, and Registered Domestic Partner. At the request of the Employer, the employee shall furnish a death certificate and proof of relationship.
- (c) Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.
- (d) If the death occurs during a scheduled vacation leave, the employee may convert his/her vacation days to funeral leave.

SECTION 20. SENIORITY

- (a) Seniority shall not be applicable during the probationary period referred to above in Section 2 of this Agreement following date of most recent employment, but upon completion of said probationary period, seniority shall relate back to the employee's

most recent date of employment. Seniority will be applicable on a classification basis.

- (b) Seniority shall apply to layoff and rehire provided the employees remaining on the job are able to perform the work satisfactory to the Employer.
- (c) In promotions to Assistant Chief Engineer and in filling permanent vacancies on shifts, seniority will prevail, provided the employee has the ability and qualifications to perform the work satisfactory to the Employer.
- (d) Engineers selected by the Employer as Assistant Chief Engineer will be on probation for ninety (90) days. During this probationary period, the Engineer or the Employer may elect to revert the Engineer back to his previous classification. Should such an election be made, the affected individual shall retain his seniority and may exercise his seniority for vacant shifts only. Should there be no shift vacant, the least senior employee shall be laid off.
- (e) Seniority will prevail in the selection of vacations.
- (f) Seniority shall be broken by:
 - (1) Voluntary quit.
 - (2) Discharge for cause.
 - (3) Absence from work for more than six (6) consecutive months, except (a) in cases of absences due to bona-fide illness or injury, in which event seniority shall be broken by absence from work in excess of twelve (12) consecutive months or (b) as provided under applicable state and federal law.
- (g) All permanent shift openings shall be posted for five (5) regularly scheduled work days.

SECTION 21. UNIFORMS

If special uniforms, overalls or coveralls are required, it is agreed that such must be furnished by the Employer without cost to the employee, and the cost of cleaning, upkeep and maintenance of the uniforms must be paid for by the Employer. Those buildings currently requiring uniforms shall continue to provide and maintain said uniforms for the duration of this Agreement.

SECTION 22. APPRENTICE/JOURNEYMAN TRAINING FUND

The Employer agrees to contribute to an Apprenticeship Training Fund to provide a training program for both journeymen who wish to improve their skills and apprentices entering the industry. Effective January 1, 2018, the contribution rate to the Apprentice Training Fund shall be \$715.00 per year for each engineer employed during the month of January. This contribution shall increase fifty dollars (\$50.00) per employee on payroll as of January 1, 2019 and fifty dollars (\$50.00) each year thereafter.

January 1, 2018	\$715.00	January 1, 2021	\$865.00
January 1, 2019	\$765.00	January 1, 2022	\$915.00
January 1, 2020	\$815.00	January 1, 2023	\$965.00

The Employer at its sole discretion with regards to the apprentice, upon the apprentice's completion of the program, may terminate the employment and hire a new apprentice at the site, or if an opening exists within the facility for a journeyman engineer, the Employer may elect again at its sole discretion, to hire the graduating apprentice as a journeyman at the facility. If the latter occurs, the graduating apprentice's seniority date will revert back to his original hire date to the site Employer.

SECTION 23. VISITS BY UNION REPRESENTATIVES

Duly authorized representatives of the Union shall be permitted to visit buildings for the purpose of observing conditions under which employees are working.

SECTION 24. BACKGROUND CHECKS

To the extent required by a Tenant, an Employer may require employees working in the Tenant's facility to undergo background checks. Any and all costs associated with the background checks will be borne by the Employer. The Employer shall not share the information gained through the background checks, but may inform the Tenant whether the employees meet the criteria required by the Tenant. If the Tenant objects to any aspect of the background check results, the Union and the Employer will meet to discuss how best to address the concerns of the Tenant. If an employee refuses to submit to the background check, he/she will be laid off (out of seniority if necessary).

SECTION 25. STRIKES AND LOCKOUTS

- (a) The Union agrees not to cause any strikes, stoppages of work or other interference with the Employer's operation, and the Employer agrees not to engage in any lockouts during the life of this agreement.
- (b) Any action of employees leaving jobs for their own protection in cases of a legally declared strike by some other Union directly working on the job, if said strike is sanctioned and approved by the Central Labor Council, shall not constitute a violation of this Agreement.

SECTION 26. GRIEVANCE PROCEDURE

- (a) Any and all disputes and grievances that may arise with reference to the provisions of this Agreement or the enforcement thereof, which cannot be settled directly by the Employer and the Union within two (2) business days, shall be referred to a Board of Adjustment upon written request of either party to the other. The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer and shall meet within forty-eight (48) hours of such notification or request. Disputes or grievances must be taken up by the Union with the Employer or by the Employer with the Union within thirty (30) calendar days of

the occurrence thereof, and discharge or other disciplinary cases, including terminations for other than cause, must be taken up within five (5) working days from the date of discharge, discipline or termination and if not settled within two (2) business days must be referred to the Adjustment Board immediately or the right to an adjustment board hearing or arbitration is lost. A decision by a majority of the Adjustment Board shall be final and binding upon all parties.

(b) If the matter is not resolved by the Board of Adjustment, either party may file a request for Grievance Mediation within seven (7) calendar days of the Board of Adjustment hearing. Either party may waive mediation. The parties shall endeavor to hold the Grievance Mediation hearing within fourteen (14) calendar days of the written request. The Grievance Mediation hearing shall be presided over by a neutral State mediator who shall mediate the dispute in an attempt to have the parties reach a settlement. The Grievance Mediation shall be governed by the following rules:

1. The grievant shall have the right to be present at the Grievance Mediation.
2. Each party shall have one (1) principal spokesperson.
3. Outside lawyers or consultants shall not participate in a Grievance Mediation.
4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
5. Proceedings shall be informal in nature. The rules of evidence shall not apply and no formal record of the Grievance Mediation shall be made.
6. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance.
7. If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision. Such written decision shall not have any bearing whatsoever in arbitration, nor shall there be any mediation reference or evidence of mediation presented at arbitration.
8. The mediator shall state the grounds for his/her advisory decision.
9. The Grievance Mediation shall have no power to alter or amend the terms of the Collective Bargaining Agreement.
10. The cost of the mediator, if any, shall be split between the Employer and the Union.

(c) In the event that the matter is not resolved by either the Board of Adjustment or by Grievance Mediation, the matter shall thereupon be submitted to an impartial arbitrator within five (5) working days. If the parties cannot agree upon a person to act as an impartial arbitrator, then the impartial arbitrator shall be named by

agreement between BOMA and IUOE, Local 39. The decision of the arbitrator shall be final and binding on all parties. Each party shall bear all costs of presenting its case to the arbitrator. The cost and expense of the employment of the impartial arbitrator shall be borne equally by the parties hereto and work shall continue without interruption pending settlement of any dispute arising thereunder. When arbitration proceedings have been decided upon, fifteen (15) days immediately thereafter shall be allowed for the presentation of the case to the arbitrator and the arbitrator shall render a written decision within thirty (30) days thereafter.

SECTION 27. CLASSIFICATION OF BUILDING

- (a) Buildings covered by this Agreement are classified in Exhibit "A" attached hereto and made a part hereof, and shall be governed by the provisions of this Agreement in accordance with the classification in which they are listed.
- (b) Buildings now members, or hereafter becoming members of the Building Owners and Managers Association of San Francisco, and desiring to become parties hereto, shall be classified by negotiations between the parties hereto within ten (10) days following the date of affiliation.

Any such buildings not so classified by negotiations shall be referred to a Board of Adjustment as provided herein for classification.

- (c) Buildings now members, or hereafter becoming members of the Building Owners and Managers Association of San Francisco and desiring to become parties hereto, upon agreement by the parties hereto as to the classification to which they belong, shall not be required to pay any retroactive wages.
- (d) In the event that the mode of operation of any building covered by this Agreement is substantially altered during the term hereof so that the duties of the engineers working therein are materially changed, either party hereto shall have the right to request in writing a reclassification of the building or buildings in question. If such reclassification cannot be reached within ten (10) days after receipt of such written request, the question of such reclassification shall be referred to the Board of Adjustment provided herein for final determination.

SECTION 28. CHANGE OF OWNERSHIP

In the event of a change in Employer in any building coming under this Agreement, the former Employer shall be obligated to provide only his pro-rata of vacation or vacation pay up to the date of such change. The service record of employees who are retained by the new Employer for all purposes including vacations and sick leave, shall not be broken by reason of such change in any building.

In the event any owner or operator on whose behalf this Agreement is executed sells or transfers any building during the life of this Agreement, the Association shall, whenever possible, give notice to the Union of such sale or transfer. The Association will use its best efforts to notify the Union whether the new owner or operator becomes a member of the

Association and, in that event, all provisions of this Agreement shall apply to the new owner or operator.

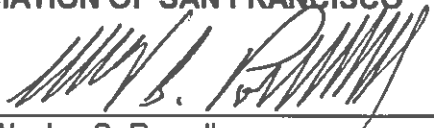
SECTION 29. TERM OF AGREEMENT


This Agreement shall become effective September 1, 2017 and will remain in full force and effect until midnight August 31, 2023. During the term of this Agreement there shall be no reopening of any kind and the Agreement will continue to remain in force thereafter until such time as either party wishes to amend or terminate in which event sixty (60) days advance notice shall be given in writing.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized agents, have executed this Agreement on the dates set forth below.

**BUILDING OWNERS AND MANAGERS
ASSOCIATION OF SAN FRANCISCO**

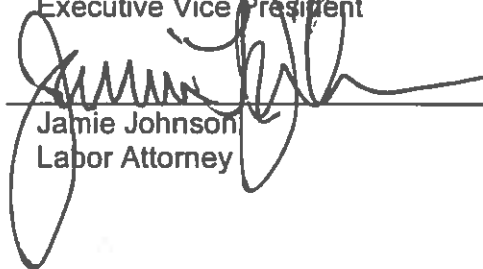
**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL 39**

By: 
Wesley S. Powell
President

By: 
Jerzy Kalmar
Business Manager

By: 
Marc Intermaggio
Executive Vice President

By: 
Tony DeMarco
President

By: 
Jamie Johnson
Labor Attorney

By: 
Bart Florence
Assistant Business Manager

By: 
Shane Mortensen
District Representative

By: 
Jay Vega
Business Representative

Exhibit "A"

List of Negotiation Participants

A. BOMA Members directly employing engineers in San Francisco, San Mateo, Marin, Alameda, Contra Costa, Santa Clara and Sonoma Counties.

	Building Name	Street #	Street Name	City
1		275	Battery Street	San Francisco
2	The Bently Reserve	301	Battery Street	San Francisco
3		50	Beale Street	San Francisco
4	Bay Area Metro Center	375	Beale Street	San Francisco
5	China Basin	185	Berry Street	San Francisco
6		250	Brannan Street	San Francisco
7		225	Bush Street	San Francisco
8		50	California Street	San Francisco
9		100	California Street	San Francisco
10		101	California Street	San Francisco
11		201	California Street	San Francisco
12		255	California Street	San Francisco
13		345	California Street	San Francisco
14		550	California Street	San Francisco
15		555	California Street	San Francisco
16		600	California Street	San Francisco
17	Palo Alto Square	3000	El Camino Real	Palo Alto
18	One Embarcadero Center (301 Clay Street)	#1	Embarcadero Center	San Francisco
19	Two Embarcadero Center (1300 Clay Street)	#2	Embarcadero Center	San Francisco
20	Three Embarcadero Center	#3	Embarcadero Center	San Francisco
21	Four Embarcadero Center	#4	Embarcadero Center	San Francisco
22	Ferry Building	1	Ferry Building	San Francisco
23		100	First Street	San Francisco
24		633	Folsom Street	San Francisco
25	680 Folsom/50 Hawthorne/690 Folsom	680	Folsom Street	San Francisco
26		795	Folsom Street	San Francisco
27	Courthouse Square	1000	Fourth Street	San Rafael
28		45	Fremont Street	San Francisco
29	Salesforce West	50	Fremont Street	San Francisco
30		199	Fremont Street	San Francisco
31		1	Front Street	San Francisco
32	Gateway Commons	601, 611, 651	Gateway Blvd.	San Francisco
33	Bankers Building	49	Geary Street	San Francisco
34	Oracle Santa Clara	4060	George Sellon Circle	Santa Clara
35	Techmart Commerce Center	5201	Great America Parkway	Santa Clara
36	Levis Plaza	155	Greenwich	San Francisco
37	Facebook	1	Hacker Way	Menlo Park
38		180	Howard Street	San Francisco
39		301	Howard Street	San Francisco
40		400	Howard Street	San Francisco
41	Foundry Square II - The Orrick Building	405	Howard Street	San Francisco

42		500 Howard Street	San Francisco
43	Foundry III	505 Howard Street	San Francisco
44	875 Howard Street	875 Howard Street	San Francisco
45	Ecker Square	25 Jessie Street	San Francisco
46		88 Kearny Street	San Francisco
47		222 Kearny Street	San Francisco
48		550 Kearny Street	San Francisco
49		135 Main Street	San Francisco
50	The Landmark at One Market	1 Market Street	San Francisco
51		388 Market Street	San Francisco
52		425 Market Street	San Francisco
53		455 Market Street	San Francisco
54		525 Market Street	San Francisco
55		555 Market Street	San Francisco
56		575 Market Street	San Francisco
57	Central Tower	703 Market Street	San Francisco
58		720 Market Street	San Francisco
59	Phelan Building	760 Market Street	San Francisco
60		799 Market Street	San Francisco
61	901 Market Street	901 Market Street	San Francisco
62		989 Market Street	San Francisco
63		1155 Market Street	San Francisco
64	Market Square	1355 Market Street	San Francisco
65		1390 Market Street	San Francisco
66	1455 Market Street	1455 Market Street	San Francisco
67		101 Mission Street	San Francisco
68		123 Mission Street	San Francisco
69		350 Mission Street	San Francisco
70		535 Mission Street	San Francisco
71		555 Mission Street	San Francisco
72	JP Morgan Chase Building	560 Mission Street	San Francisco
73		100 Montgomery Street	San Francisco
74		101 Montgomery Street	San Francisco
75		180 Montgomery Street	San Francisco
76	Mills Building	220 Montgomery Street	San Francisco
77	The Russ Building	235 Montgomery Street	San Francisco
78		300 Montgomery Street	San Francisco
79		315 Montgomery Street	San Francisco
80		345 Montgomery Street	San Francisco
81		400 Montgomery Street	San Francisco
82		420 Montgomery Street	San Francisco
83		456 Montgomery Street	San Francisco
84		505 Montgomery Street	San Francisco
85		555 Montgomery Street	San Francisco
86	Pyramid Building	600 Montgomery Street	San Francisco
87		655 Montgomery Street	San Francisco
88		33 New Montgomery Street	San Francisco
89		90 New Montgomery Street	San Francisco
90	Rialto Building	116 New Montgomery Street	San Francisco

91	Oracle Redwood Shores	500	Oracle Parkway	Redwood City
92	Oracle Pleasanton	5805	Owens Drive	Pleasanton
93		100	Pine Street	San Francisco
94	First Republic Bank Building	111	Pine Street	San Francisco
95	Exchange Block Building	369	Pine Street	San Francisco
96	Stanford Research Park	3160	Porter Drive	Palo Alto
97		1	Post Street	San Francisco
98		360	Post Street	San Francisco
99		350	Rhode Island St. South	San Francisco
100		353	Sacramento Street	San Francisco
101		1	Sansome Street	San Francisco
102	Adam Grant Building	114	Sansome Street	San Francisco
103		343	Sansome Street	San Francisco
104		475	Sansome Street	San Francisco
105		505	Sansome Street	San Francisco
106		55	Second Street	San Francisco
107		101	Second Street	San Francisco
108		303	Second Street	San Francisco
109		501	Second Street	San Francisco
110	San Jose main	121	South Market Street	San Jose
111	One Market Plaza	55	Spear Street	San Francisco
112		188	Spear Street	San Francisco
113		201	Spear Street	San Francisco
114	One & Two Rincon Center	101 & 121	Spear Street	San Francisco
115		71	Stevenson Street	San Francisco
116		55	Stockton Street	San Francisco
117		111	Sutter Street	San Francisco
118		180	Sutter Street	San Francisco
119		450	Sutter Street	San Francisco
120		1	Tenth Street	San Francisco
121		500	Terry A. Francois Blvd.	San Francisco
122		550	Terry Francois Blvd.	San Francisco
123		201	Third Street	San Francisco
124		360	Third Street	San Francisco
125	Metro Center	950	Tower Lane	Foster City
126		330	Townsend Street	San Francisco
127		601	Townsend Street	San Francisco
128		650	Townsend Street	San Francisco
129	Bishop Ranch	30 Buildings	Camino Ramon	San Ramon
130	Fremont Ops Center	3440	Walnut Avenue	Fremont
131		500	Washington Street	San Francisco
132		2440	West El Camino Real	Mountain View
133	Concord Corporate Centre	1320	Willow Pass Rd	Concord
134	Concord Corporate Centre	1390	Willow Pass Rd	Concord

B. BOMA Members who are service companies directly employing Engineers in San Francisco, San Mateo, Marin, Alameda, Contra Costa, Santa Clara and Sonoma Counties.

	Building Name	Street #	Street Name	City
	Jones Lang LaSalle (JLL)			
1		425	California Street	San Francisco
2		580	California Street	San Francisco
3	USPS	2700	Campus Drive	San Mateo
4		1300	Clay Street	Oakland
5	2000 Clayton Road (Bank of America)	2000	Clayton Road	Concord
6	Pacific Place	22	Fourth Street	San Francisco
7	Mission Towers 1	3975	Freedom Circle	Santa Clara
8	Mission Towers 2	3979	Freedom Circle	Santa Clara
9		4900	Johnson Drive	Pleasanton
10		333	Market Street	San Francisco
11	1455 Market Street (Bank Of America)	1455	Market Street	San Francisco
12		201	Mission Street	San Francisco
13	315 Montgomery Street -(Bank of America)	315	Montgomery Street	San Francisco
14	Post Montgomery Center	1	Montgomery (50 Post) St	San Francisco
15	The Crossroads	1825-1875	South Grant Street	San Mateo
16		150	Spear Street	San Francisco
17	Hills Plaza	345	Spear Street	San Francisco

Able Engineering Services
 ABM Engineering Services
 CBRE Technical Services

The contract shall apply only to those properties where the Union has been certified as the exclusive Bargaining Representative of the Stationary Engineers working at the site or the Employer has voluntarily recognized the Union as the exclusive Bargaining Representative of the Stationary Engineers working at the site.