

# AGREEMENT

between

San Diego Convention Center Corporation

and

International Brotherhood of Electrical Workers  
Local 569, AFL-CIO

July 1, 2019 through June 30, 2024

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# Agreement

between

San Diego Convention Center Corporation

and

International Brotherhood of Electrical Workers  
Local 569, AFL-CIO

Effective July 1, 2019 through June 30, 2024

## **PREAMBLE**

Whereas the San Diego Convention Center Corporation hereinafter referred to as the “Corporation” operates and maintains the San Diego Convention Center hereinafter referred to as the “SDCC”, and

whereas the International Brotherhood of Electrical Workers, Local 569, AFL-CIO, hereinafter referred to as the “Union”, represents employees which possess the skills and qualifications required to perform all Electrical, Welder/Mechanical maintenance and related work that the SDCC requires, and

Whereas the Corporation and the Union desire to establish rates of pay, hours of employment, working conditions and establish and put into practice methods for settlement of grievances and disputes that assure the SDCC will operate safely and efficiently,

Therefore, in consideration of the mutual promises and covenants contained herein, that agreement is made as follows:

## **ARTICLE I - RECOGNITION AND UNION SECURITY**

**1.1** The Corporation recognizes the International Brotherhood of Electrical Workers, Local 569, AFL-CIO as the exclusive collective bargaining representative for all Employees performing work as defined in this Agreement. This Agreement shall serve to cover only those employees performing said work at the San Diego Convention Center located at 111 West Harbor Drive, San Diego.

**1.2** Each employee who is now or is hereafter employed in a job classification covered by this Agreement shall, as a condition of continued employment, become or remain a member in good standing of the Union on the thirty-first (31<sup>st</sup>) calendar day following the commencement of such employment or following the effective date of this Agreement, whichever is later. Such employees shall remain members in good standing of the Union for the duration of this Agreement as a condition of their employment.

**1.3** “Membership in good standing” is defined to mean an employee who tenders initiation and uniform assessments and periodic dues required as a condition of acquiring or retaining membership in accordance with the Constitution and By-Laws of the Brotherhood of Electrical Workers, Local 569.

**1.4** Upon written notice from the Union that any employee is not in good standing and the reasons therefore, the Corporation shall discharge such employee within thirty-one (31) days of such notice unless within the thirty-one (31)

days the employee returns to good standing status with the Union. The Corporation shall not discriminate against an employee for non-membership in the Union if; it has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members.

**1.5** The Union shall indemnify the Corporation, hold it harmless, and provide a legal defense from and against any and all suits, claims, demands, actions and liabilities that may arise out of or by reason of any action that shall be taken by the Corporation for the purpose of complying with the provisions of this Article.

**1.6** In the event the San Diego Convention Center facility, or any facilities acquired during the term of this contract, is turned over to a new operator and San Diego Convention Center Corporation relinquishes management control over its operations, the following shall apply:

**1.6.1** The Union shall be provided notice at least 90 days prior to the effective date of such change. The notice shall include name, phone number, address and the contact person of the new operator.

**1.7** The Union agrees to exclude from Union membership requirements of those individuals who are employed in shadow positions or interns for the Corporation through an opportunity youth program who may or may not receive compensation from their associated program. The Corporation agrees that no such youth programs will interfere with work or replace work that should be performed by the classification(s) listed in the agreement.

## **ARTICLE II - MANAGEMENT RIGHTS / COMPANY RULES**

**2.1** It is recognized that the Corporation maintains the sole and exclusive right to manage its business in such a manner as the Corporation shall determine to be in the best interest of the Corporation, its employees and customers, subject to only those express provisions of this Agreement, which specifically limit or qualify this right. All functions and prerogatives not expressly modified or restricted by specific provisions of this Agreement are vested exclusively in the Corporation. The Corporation's right to manage its business includes, but are not limited to, the exclusive right to hire, transfer, change assignments, suspend, discipline, reprimand, discharge, lay-off and assign duties to employees, maintain discipline and efficiency of all employees, determine size and make up of the working force, establish work schedules and make changes thereto, determine the starting and quitting times, determine the qualifications of employees, establish the number and types of shifts, determine the number of hours to be worked, determine the necessity of overtime work, determine the Corporation's business hours, establish and enforce work rules not in conflict with the specific terms of this Agreement. Any of the rights, powers and authority the Corporation had prior to signing this Agreement are retained except those specifically abridged, delegated or modified by this Agreement.

**2.2** Supervision. The Corporation shall have the unqualified right to select supervision. For future situations in which a supervisory position might be offered to employees covered under this Agreement, union membership shall be optional, and in event of a supervisor who retains membership in the Union, it is further understood that supervisors are agents of the Corporation and shall not attempt to apply Union regulations or provisions.

**2.3** The Union recognizes the Corporation's right to establish, maintain and enforce reasonable rules and regulations to assure orderly operation, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Corporation shall provide each employee and furnish to the Union a printed copy of all such rules and regulations and all changes therein. Changes in existing rules and regulations, as well as new rules and regulations promulgated by the Corporation, shall be in full force and effect no later than five (5) calendar days after copies thereof have been furnished to the employees and the Union.

## **ARTICLE-III - WORK RULES**

**3.1** The Union understands the nature of operating and maintaining the SDCC, and as such, the Union will advise and encourage employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Union also understands the extreme importance of keeping equipment operable. No limitations shall be placed on the amount of work an employee may perform nor shall there be any restrictions on use of any tools or labor saving devices.

**3.2** The Corporation will furnish all power tools and required safety equipment. All hand tools as listed below shall be furnished by the employee. Loss of employee owned hand tools, if through theft by forced entry into locked storage area, shop area, or Corporation vehicle, for which a signed inventory has been submitted, shall be replaced by the Corporation. Employees are charged with the security of all Corporation supplied power tools and equipment and negligence is no excuse for lost tools. Any disagreement as to the liability shall be subject to the grievance procedure. Any personal hand tools added to the employee's supplied tools shall be added to the signed inventory list. The inventory list shall be updated yearly, or more often as necessary to assure the availability of required tools and accountability in case of loss. All employee hand tools shall be in serviceable condition and the employees shall be responsible for maintaining serviceability.

Required Hand Tools

Needle nose pliers  
Side cutters  
Hack saw  
Screwdriver set  
Stakon "crimper"  
Nut drivers  
Allen wrenches (small and large sets)  
Measuring tape  
Hammer  
Torpedo level  
Drywall saw  
Channel locks (pump pliers)  
Wire strippers  
Voltage tester, wiggy or knopp type  
Flashlight

**3.3** Covered Work

**3.3.1** The duties required of the employees shall be: perform journey level work and conduct routine electrical maintenance, welding and mechanical maintenance. Employees must maintain proper care of uniforms, equipment and supplies. Performs other related duties as required.

**3.4** Bargaining unit employees may be required to lend support to and receive support from other trades. Such work in support of other trades shall not be defined as "covered work" and shall not be assumed as the bargaining unit jurisdiction.

**3.5** The Corporation shall not assign the "Covered Work" as agreed upon to other employees not covered by this Agreement except in cases of emergency. There shall be no restrictions on employees covered by this Agreement to be assigned work not defined herein or other trades.

**3.6** Special projects and temporary work may be subcontracted by the Corporation at its discretion. In such cases, the Corporation shall compare the cost of doing the work in-house with the cost of going outside in addition to other factors, such as required qualifications, expertise or time and award the work accordingly.

**3.7** The Union agrees to furnish a list of qualified subcontractors if such need arises. The Corporation agrees to consider such firms, with the final selection determined on the basis of the Corporation's bid process.

**ARTICLE IV - HOURS OF EMPLOYMENT**

**4.1** The workweek shall be any seven (7) consecutive days adopted by the Corporation for its operations generally. Except in cases of shift rotations, emergencies, show requirements or the mutual agreement of the employee and management, the normal working schedule shall consist of five (5) consecutive eight (8)-hour days per week for full-time employees. The "workday" shall be that period from the start of the first shift to the end of the third shift.

Except in cases of emergency, or the mutual agreement of the employee and management, there shall be a twelve (12)-hour break between shifts. There is no normal working schedule for part-time employees.

**4.2** A full time employee is one who is scheduled for a regular forty (40)-hour workweek.

**4.3** Overtime at the rate of one and one-half times the regular rate of pay shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week. Double time shall be paid for all hours worked in excess of 12 hours in a workday. Employees working seven (7) consecutive days within the bi-weekly pay period shall be paid one and one-half times the regular rate of pay for the first eight (8) hours on the seventh (7<sup>th</sup>) day and two (2) times the regular rate of pay for all hours in excess of 8 hours on the seventh day. All other hours shall be paid at straight time. There shall be no comp time accrual. Employees, when working a five (5) eight (8) hour day workweek schedule, shall be scheduled for-two (2) consecutive days off within the workweek.

**4.3.1** The Corporation may establish a workweek schedule of four (4) ten (10) hour workdays. When such a work schedule is established employees shall be paid overtime at the rate of one and one-half times the regular rate of pay for all hours worked in excess of ten (10) hours per day or forty hours per week and double time shall be paid for all hours worked in excess of twelve (12) hours in a workday. When such work schedules are established, the Corporations shall provide employees with seven (7) days notice. Employees, when working a four (4) ten (10) hour day workweek schedule, shall be scheduled for three (3) consecutive days off within the workweek.

**4.4** All employees shall be entitled to a rest period of fifteen (15) minutes in each four (4) hour work period, which insofar as practical, shall be in the middle of the work shift. These rest periods shall be included within the employees regular work shift and no deductions shall be made from wages. Each employee shall be entitled to a minimum one half (1/2) hour unpaid lunch period after five (5) hours of work, except when not more than six (6) hours will complete the day's work and the employee voluntarily elects to forego the meal period by signing and submitting prior to assigned meal period a meal waiver. A signed waiver is required for each day a meal period is waived. The employee's hours of work shall not be reduced to accommodate such meal period. Fifteen (15) minute rest periods may not be saved to use at the end of a shift as a way to leave work early. Rest periods and meal periods may not be combined.

**4.5** All employees shall record their starting time upon arrival and their lunch period and the end of the workday times upon completion of their shift.

**4.6** Schedule Changes:

**4.6.1** Work schedules shall be posted at least two (2) weeks in advance and may not be changed without the appropriate prior notice as provided below or in the event of an emergency, due to event activity demand, or by mutual agreement between the Corporation and employee.

**4.6.2** When a schedule change is required which affects the employee's scheduled days off the Corporation shall notify the employee by or prior to 5:00 PM on Wednesday of the week prior to the posted workweek affected by the required schedule change. In the event the Corporation is not able to provide the employee with such notice, the employee's days off for the affected week may be changed by mutual agreement between the employee and the Corporation. If mutual agreement cannot be reached and the Corporation requires the employee to work on a scheduled day off, the employee shall be paid the appropriate overtime. When making such schedule change the Corporation shall consider seniority. When two (2) or more employees are on the posted schedule, the Corporation shall inquire of the employee's desire to make the required schedule change starting with the most senior employee. If no employee accepts the schedule change, the Corporation shall make the assignment to the least senior employee. When overtime is incurred, the Corporation will attempt to distribute overtime equitably within the shift.

**4.6.3** When a schedule change is required which affects the employee's scheduled start time on any given day, the Corporation shall notify the employee by or prior to 36 hours prior to the posted start time affected by the required schedule change. In the event the Corporation is not able to provide the employee with such notice, the employee's start time may be changed by mutual agreement between the employee and the Corporation. If mutual agreement cannot be reached and the Corporation requires the employee to begin work on the new start time, the employee shall be paid the appropriate overtime incurred. When making such schedule change the Corporation shall consider

seniority. When two or more employees are on the posted schedule, the Corporation shall inquire of the employee's desire to make the required schedule change starting with the most senior employee. If no employee accepts the schedule change, the Corporation shall make the assignment to the least senior employee. When overtime is incurred, the Corporation will attempt to distribute overtime equitably within the shift.

**4.6.4** When the Corporation makes a start time change for an extended period, two (2) weeks or greater, full time employees shall receive fourteen (14) days notice of the start time change. Employees shall be assigned start times by preference by seniority. Employees will be responsible to provide the Corporation with their start time preference, start time assignments will be made based upon the preference on file with the Corporation. Employees shall be responsible to provide the Corporation with any changes to start time preference in writing.

#### **4.7 Shift Changes:**

**4.7.1** Full time employees shall receive fourteen (14) days prior notice of a shift change. A shift change shall be offered to employees in the classification. Shifts are defined as described in Article 11, paragraph 11.2. Shifts will be assigned every six (6) months or sooner as needed. Employees shall be assigned shifts by seniority. Employees will be responsible to provide the Corporation with their shift preference. Employees shall be responsible to provide the Corporation with any changes to shift preference in writing. In the event of an emergency, training or other similar types of events such as, but not limited to, projects requiring specific skills, knowledge and ability, shifts may be assigned by the Corporation based upon employee skills, knowledge and abilities, as recognized exclusively by the Corporation. Emergency shift assignments shall be made for the duration of the emergency.

**4.7.2** Shifts may be assigned by the Corporation, at the Corporation's discretion, for purposes of providing necessary training to employees. Such shift assignments shall not exceed thirty (30) days within a one (1) year period.

**4.8** For the purposes of sections 4.6 and 4.7 above, emergencies shall be defined as unexpected situations that require prompt action regarding all building electrical distribution and equipment impacting clients, events or activities or the basic safe operation of the facility.

**4.9** For the purposes of Sections 4.6 and 4.7 above, all employee notices to the Corporation of employee preferences, days off, start times and shifts, shall be on file with the Corporation seven (7) days prior to the posting of the schedule.

**4.10** Any employee called into work shall be guaranteed a minimum of four (4) hours pay, except in the event of: employee's own lateness or voluntarily leaving before the end of the shift.

**4.11** An employee called back to work after completing a shift shall be paid the applicable rate.

### **ARTICLE V - HIRING PROCEDURE**

**5.1** The Corporation will notify the Union of positions available in addition to other methods of announcement.

**5.2** The Union will notify its members of the minimum requirements of employment, including requirements of post offer, pre-employment drug testing and potential post offer, pre-employment physical.

**5.3** The Corporation shall be privileged to hire individuals without regard to union membership, however, the Corporation will notify any such applicant that Union membership will be required.

**5.4** The Corporation will be privileged to interview all applicants and hire existing Union members (if so chosen) without regard to any other existing Hiring Hall Provision.

**5.5** The Corporation and the Union agree that no applicant will be discriminated against for membership or non-membership in the Union, and that the Corporation reserves the right to accept or reject any applicant.

**5.6** The Union shall accept any non-member on the same terms and conditions as applicable to other members.

**5.7** The probationary period of a new employee shall be six (6) months from the last date he/she is placed on the Corporation's payroll providing the probationary period has not been interrupted by extended illness or leave of absence of more than five (5) working days. If there is an interruption, there shall be an extension made for the number of days missed to fulfill the six (6) month requirement. Such extension shall not affect the employee's seniority date. During the probationary period, the Corporation may discharge any employee without recourse to the grievance and arbitration procedure.

**5.8** The Corporation and the Union agree that provisions of the Collective Bargaining Agreement shall be applied without regard to race, color, religion, sex including sexual orientation and gender identity, national origin, disability, protected Veteran status, or any other characteristic protected by applicable federal, state, or local law. Any reference to the male gender is intended and shall be deemed to include all genders.

## **ARTICLE VI – SENIORITY**

**6.1** Seniority and Work Records. The basis for determining seniority is an employee's continuous length of service with the Corporation and dates from the last date of employment. An employee shall have a Corporation wide and a classification seniority date. For purposes of this section, a work record shall be maintained for each employee showing employment dates, times spent in various job classifications, and any other information pertinent to this agreement.

**6.2** Use of Seniority: Seniority shall be used for purposes of shift assignments, layoffs and recalls. Provided that other qualifications are equal, seniority shall prevail.

**6.2.1** Layoffs: In the event of layoffs, it shall be done in reverse order of seniority, with the junior employee being laid off first. Employees laid off shall retain recall rights for a period of one (1) year. Recalls shall be in order of seniority. In recalling employees, the Corporation shall send a certified, return receipt requested, letter to the employees last known mailing address. The notice shall provide the reporting date and time, the expected duration of the job, and whether full or part time status. The employees shall have five (5) calendar days to respond to the Corporation as to whether or not the employee wishes to accept the offered position. If the employee accepts the position, the Corporation and the employee shall determine a reasonable time in which the employee must report. If the employee rejects the Corporation's offer, the employee shall have no further rights of recall. For purposes of re-hire or recall, seniority shall prevail for six (6) months excluding any situation where an aggrieved employee is reinstated.

**6.3** Employees shall not retain any seniority upon discharge for infraction of working rules or procedures after an agreed upon written warning system or in event of willful disregard of safety, dishonesty, negligence or theft.

## **ARTICLE VII - UNION REPRESENTATION**

**7.1** Authorized representatives shall have access to the SDCC and will comply with all visitor and security procedures. When visiting the SDCC, union representatives shall first report to the Department Head for onsite visits. Union representatives will not interfere with SDCC operations or employee duties.

## **ARTICLE VIII - STEWARDS**

**8.1** The Union may appoint a working employee as Steward on the job, whose duty it shall be to receive all grievances or disputes from the employees covered by this Agreement and adjust them immediately with the designated Corporation Representative.

**8.2** The Steward shall not be discriminated against in any manner by the Corporation or agent because of, or on account of, activities in presenting any adjustment of grievances or disputes.

**8.3** It is recognized by the Corporation that, barring no policy violations, it is desirable that the employee appointed Steward shall remain in employment as long as there is work in the particular craft or trade of the Steward.



## **ARTICLE IX - GRIEVANCE AND ARBITRATION**

A grievance or dispute that arises during the life of this Agreement and filed by the Union shall be adjudicated according to the following procedures. A grievance or dispute shall pertain only to the interpretation or application of the terms of this Agreement. Written warnings, and employee counseling notices, shall be copied to the Union Business Representative and shall be subject to review and the grievance procedures, except as expressly stated elsewhere herein.

**9.1 STEP 1:** Before proceeding to the formal written grievance procedure, the parties involved shall make a sincere and determined effort to settle complaints and grievances in the first step of the Grievance Procedure and to keep the procedure free of unmerited grievances. An employee who believes he/she has cause for a grievance shall contact and meet with his/her immediate supervisor in an attempt to work out a satisfactory solution. The employee may be represented by his/her union steward at this meeting. The supervisor shall give his/her oral answer within five (5) working days after the presentation. In order to be timely, all such complaints must be presented at Step 1 within fifteen (15) days from the date of the facts giving rise to the dispute.

### **9.2 STEP 2:**

**9.2.1** If a satisfactory settlement has not been reached in the preceding step 1, the matter may be reduced to writing within five (5) working days from the date the department head has responded, or is deemed to have responded to the employee, and registered by the Union with the Human Resources office for disposition. The grievance form must contain the following:

- A. Statement of the facts upon which the grievance is based;
- B. The specific provisions alleged violated;
- C. The corrective action requested;
- D. The date and signature of the aggrieved employee;
- E. The date and signature of his/her Steward or other appropriate Union Official.

Within five (5) working days after a grievance has been received by the Human Resources Office, a meeting will be held to include all the relevant parties (the grievant, the steward, the supervisor and department head) along with a representative from Human Resources and the Union Representative to get all the facts out and consider fully all aspects of the issues presented. Human Resources shall give an answer in writing within five (5) working days.

### **9.3 STEP 3:**

**9.3.1** The parties encourage the use of non-binding mediation as a means of settling disputes without arbitration. Within ten (10) working days of receipt of the Step 2 reply to the grievance, the parties shall meet to discuss submitting the dispute to mediation. The use of mediation is entirely voluntary. By mutual agreement between the Corporation and the Union, the parties may enter into binding mediation, on a case-by-case basis, as a means of settling a dispute. If the parties cannot agree on a choice of mediator, they shall use the services of the California State Mediation and Conciliation Service. The mediator's recommendation shall be given orally and no evidence regarding mediation efforts shall be used in any arbitration.

### **9.4 STEP 4:**

**9.4** Within five (5) working days from the date no mediation agreement is reached or the parties decide not to mediate the dispute, either party may request in writing that the matter be referred to arbitration. Whenever possible, a final decision on whether to arbitrate will be made within thirty (30) working days. If the parties cannot agree upon a person to act as an impartial arbitrator within five (5) working days after service of such demand, then an impartial arbitrator shall be named by agreement from a list of five (5) arbitrators supplied by the Federal Mediation and Conciliation Service ("FMCS") and should be conducted as soon as possible. The decision of the arbitrator shall be final and binding upon the parties and there shall be no appeal. The arbitrator shall have no power to amend or modify the terms of this Agreement. In the event of willful failure by either party to appear before the arbitrator, he/she is hereby authorized to render his/her decision upon the evidence produced by the party appearing. Each party to the

proceeding shall pay one-half of the fees and expenses of the arbitrator, and shall bear all of its own other expenses. After the close of the hearing, the parties expect a decision from the arbitrator within thirty (30) days; however, the parties by mutual written agreement may extend that time limit. The arbitrator will consider only the issues submitted to him/her and shall not in any way deprive the Corporation or the Union of any rights expressly or implicitly reserved herein. Should the arbitrator conclude that the subject before him/her is not covered by the provisions of this Agreement, he/she shall so state that conclusion as the decision.

**9.5** The Corporation will meet with designated Union officers and/or stewards for the adjustment of grievances during company business hours. However, the Corporation will not be required to meet in the formal grievance meeting with an employee during the employee's working time, without the mutual agreement of the Union and the Corporation. In the event of arbitration under these grievance procedures, it will be set at a time and date that is mutually convenient for the Union and the Corporation. The Corporation will pay the employee for the time he/she is involved in a grievance or arbitration unless such meeting occurs during the employees regularly scheduled time off. If the Corporation requires the employee to meet outside the employee's scheduled hours of work to answer questions relating to the grievance, the employee shall be compensated.

**9.6** Time limits provided may be extended by written mutual agreement of the Corporation and the Union.

**9.7** Corporation decisions and actions on matters where the Corporation maintains the sole and exclusive right and/or discretion as stipulated in the terms of this Agreement shall not be subject to the grievance and arbitration procedures.

## **ARTICLE X – ANNUAL LEAVE / LEAVE OF ABSENCE**

### **10.1** Annual Leave

**10.1.1** Annual leave is compensated leave for eligible employees who are absent from work because of illness, injury, medical or dental care appointments, personal business, or who utilize the time off as personal vacation.

**10.1.2** Full-time employees shall accrue annual leave with full pay (with new accrual rates beginning as of each employee's anniversary date), calculated by pay period as follows.

<u>Length of Service</u>	<u>Annual Leave Hours/Biweekly Pay Period</u>
0 through 4 years	6.462 hours (21 days/year)
5 through 9 years	7.077 hours (23 days/year)
10 through 14 years	8.000 hours (26 days/year)
15 through 19 years	8.923 hours (29 days/year)
20 + years	10.154 hours (33 days/year)

**10.1.3** Annual leave with pay is intended as a period of rest and relaxation away from the job and is in the best interest of both the Company and the employee. Employees are encouraged to schedule with their supervisor periodic "vacations" using accrued annual leave.

**10.1.4** Annual Leave requests of five (5) or more days must be approved by the supervisor two (2) weeks in advance, except in emergency situations.

**10.1.5** Employees desiring to use annual leave, which has not previously been scheduled for illness or family emergency, must contact their supervisor to obtain authorization for the absence. The employee may be required to furnish satisfactory evidence justifying any such request.

**10.1.6** Cases of annual leave abuse may result in disciplinary action.

**10.1.7** Annual leave may be accumulated up to a maximum of 480 hours. Any employee who reaches this maximum will cease to accrue annual leave until the accumulated hours drop to less than the maximum. Terminating employees will be paid for all accumulated Annual Leave.

**10.2** Leaves of Absence

**10.2.1** The Union agrees to conform to the Corporation’s Leave of Absence policies, including Family and Medical Leave, as outlined in the SDCCC Personnel Policies.

**ARTICLE XI – WAGES**

**11.1** Wages

Effective Date: pay rates shall be effective on the 1<sup>st</sup> pay period beginning on or after July 1 as follows:

Classification		Start Rate	6 Months	18 Months	30 Months
Electrician	July 1, 2019	\$33.52	\$34.42	\$35.31	\$36.26
	July 1, 2020	\$34.52	\$35.46	\$36.37	\$37.34
	July 1, 2021	\$35.56	\$36.52	\$37.46	\$38.46
	July 1, 2022	\$36.62	\$37.61	\$38.58	\$39.62
	July 1, 2023	\$37.72	\$38.74	\$39.74	\$40.81
Welder/Mechanic	July 1, 2019	\$30.44	\$31.40	\$32.38	\$33.39
	July 1, 2020	\$31.35	\$32.35	\$33.35	\$34.39
	July 1, 2021	\$32.29	\$33.32	\$34.36	\$35.43
	July 1, 2022	\$33.26	\$34.32	\$35.39	\$36.49
	July 1, 2023	\$34.26	\$35.35	\$36.45	\$37.58

**11.2** Shift Differential - All full-time employees assigned to the second shift shall receive \$.38 per hour shift differential. All full-time employees assigned to the third shift shall receive \$.76 per hour shift differential. First shift is defined as eight (8) hours, or ten (10) hours during the scheduling of four (4) ten (10) hour day workweek schedule, starting between the hours of 6:00 AM and 10:00 AM. Second shift is defined as eight (8) hours, or ten (10) hours during the scheduling of four (4) ten (10) hour day workweek schedule, starting between the hours of 2:00 PM and 6:00 PM. Third shift is defined as eight (8) hours, or ten (10) hours during the scheduling of four (4) ten (10) hour day workweek schedule, starting between the hours of 10:00 PM and 2:00 AM. Any shift worked, where the start time is outside the start times identified above, and the employee works more than four (4) hours, or five (5) hours during the scheduling of four (4) ten (10) hour day workweek schedule, into the second or third shift, will be paid at the higher appropriate shift rate for that entire shift.

**11.3** Employees shall receive an annual lump-sum payment of .5 percent (1/2 of 1 percent) of wages earned during the year if the employee has attended 10 safety meetings and 20 hours of safety training offered by SDCC or offered through the training trust during the year (July 1 to June 30).

**11.4** The parties hereby agree that the United Association of Plumbers and Pipefitters, Local 230, represented members at the San Diego Convention Center shall receive no less favorable contractual benefits and economic terms, by way of example but not limited to: across-the-board wage increases and/or a mixture of across-the-board increases.

**ARTICLE XII – PERFORMANCE APPRAISALS**

**12.1** At the time of employment, the employee shall be provided with a current job description and informed of the standards, objectives, and criteria the supervisor intends to use in evaluation performance appraisal.

**12.2** All full-time and part-time employees will be evaluated at the completion of six (6) months of employment and annually thereafter. The period for which the employee is being appraised will be known as the "Evaluation Period."

**12.3** The parties agree that a supervisor who directly observed and supervised an employee's work for no less than three (3) months in the Evaluation Period prior to the appraisal will conduct the appraisal. In cases where there is a change in supervisors during the Evaluation Period, all supervisors who have observed and supervised an employee's work for no less than three (3) months may contribute to the appraisal.

**12.4** Performance appraisals shall not be used for the purpose of discipline. Performance appraisals may, however, be considered in evaluating the performance of employees in conjunction with disciplinary action. No one shall have access to the employee's performance appraisal except the employee, appropriate department management and Human Resources will place appraisals in employee's physical and electronic personnel files.

**12.5** During the Evaluation Period, supervisor shall provide adequate coaching and training to assist the employee in meeting the Corporation's goals and standards for satisfactory performance.

**12.6** Nothing in this article is subject to the grievance and arbitration procedures of Article IX.

### **ARTICLE XIII - HOLIDAYS**

**13.1** The Corporation will observe the following Holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Cesar Chavez Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
The day after Thanksgiving Day  
Christmas Day

**13.2** If a holiday falls on the employee's regular day off, the holiday will be observed on the employee's last day of work before the holiday or the first day of work following the holiday, determined by the supervisor.

**13.3** Full-time employees shall receive holiday pay at their straight time rate of pay for eight (8) hours. In no case may an employee receive more than a normal day's wage for any holiday unless worked.

**13.4** Full-time employees required to work a holiday will be compensated at the holiday pay rate plus one and one-half times the regular rate.

### **ARTICLE XIV - HEALTH AND WELFARE**

**14.1** The Union agrees to accept the same benefits and employee contribution amounts as provided to the Corporation's administrative staff. Benefits and employee contributions are subject to change depending upon increases in insurance costs and available funds in the Corporation's budget.

**14.2** The Corporation will notify the Union thirty (30) days in advance of benefits and/or employee contribution amount changes.

**14.3** The term "benefits" shall mean the Group Health Insurance Plans; Dental Insurance Plans; Vision Care Insurance; Long Term Disability Insurance; Deferred Compensation Plan; and Employee Assistance Program and all other voluntary plans offered to administrative staff.

**14.4** During the term of this agreement, if the State or Federal Government should make changes mandated health coverage the Corporation and the Union agree to discuss any program changes.

#### **ARTICLE XV – TRAINING TRUST**

**15.1** The Corporation agrees will voluntarily contribute \$2,000 annually, for the term of this agreement, to the San Diego Electrical Training Trust so that the bargaining unit employees may use the training center for educational purposes.

#### **ARTICLE XVI - NO STRIKE OR LOCKOUT**

**16.1** It is agreed there shall be no strike or work stoppage of any kind by the employees, including sympathy strikes and work slowdowns, nor shall the Union authorize a strike or work stoppage, during the period of this Agreement. In the event of any strike or walkouts by any other employees, Unions or groups, employees working under this agreement shall continue to work. It is further agreed, there shall be no lockout by the Corporation during the period of this Agreement

**16.2** In the event of strike or work stoppage by employees, the Union will in good faith endeavor to bring an end to such action. Failure of the Union to take all appropriate steps to end an unauthorized strike by employees shall be a violation of this Agreement and the Corporation can seek remedy through the recovery of all expenses and lost revenue from the Union.

#### **ARTICLE XVII - GENERAL SAVINGS CLAUSE**

**17.1** If any provision in this Agreement shall be deemed to be in conflict with any Federal or State laws, acts or statutes, such provision shall be modified as necessary and shall remain in effect for the terms of the Agreement. Any Agreement held to be invalid, illegal or inoperative by any court, board or administrative agency shall not invalidate the remaining portions of this Agreement.

**17.2** Therefore, the Corporation and the Union, for the terms of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed the Agreement. This shall not be construed to prevent the parties to this Agreement agreeing to the discussion or negotiation on any subject matter.

#### **ARTICLE XVIII - SCOPE OF BARGAINING**

**18.1** The Corporation and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

**18.2** Therefore, the Corporation and the Union, for the terms of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed the Agreement. This shall not be construed to prevent the parties to this Agreement agreeing to the discussion or negotiation on any subject matter.

#### **ARTICLE XIX – LABOR / MANAGEMENT CO-OPERATION**

**19.1** The Union and the Corporation agree to meet and discuss mutual concerns upon request by either party. Such concerns shall be but are not limited to: Industry training programs, material and equipment, advancements, health,

safety and electrical code developments, labor management relations and any other developments that would be mutually advantageous to the safe, efficient, profitable operation of the SDCC.

**ARTICLE XX - TERM OF AGREEMENT**

**20.1** The terms of this Agreement shall commence on July 1, 2019, and shall continue until June 30, 2024, and shall remain in effect for one hundred twenty (120) days thereafter unless either party gives written notice by certified mail of its desire to modify, amend and negotiate changes at least sixty (60) days prior to the expiration date.

**SIGNATURES**

IN WITNESS WHEREOF WE HAVE AFFIXED OUR RESPECTIVE SIGNATURES THIS \_\_\_\_ DAY OF JULY, 2019.

For the Corporation:

For the Union:

\_\_\_\_\_  
Clifford "Rip" Rippetoe  
President & CEO

\_\_\_\_\_  
Nicholas Segura Jr.  
Business Manager IBEW Local 569

\_\_\_\_\_  
Karen Totaro  
Chief Operating Officer

\_\_\_\_\_  
Kevin Alvin  
Assistant Business Manger IBEW Local 569