

AGREEMENT

BETWEEN

**COMMERCIAL CLEANING SYSTEMS
AT KAISER PERMANENTE CLINICS
DENVER-BOULDER, COLORADO LOCATIONS**

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL NO. 105**

EFFECTIVE: March 1, 2017
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AGREEMENT

THIS AGREEMENT is by and between COMMERCIAL CLEANING SYSTEMS (hereinafter referred to as the "Employer") and SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 105 (hereinafter referred to as the "Union"), for the purpose of governing their mutual business relations by establishing the wages, hours and working conditions affecting the members of the Union employed by the Employer at all of the Kaiser Permanente clinics and buildings in the Metropolitan Denver-Boulder area for which the Employer has a contract to provide services. The parties agree as follows:

ARTICLE ONE UNION RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all of the environmental service workers (custodians) working at all of the Kaiser Permanente clinics and buildings in the Metropolitan Denver-Boulder area for which the Employer has a contract to provide services. The parties agree as follows:

Supervisors shall not perform bargaining unit work except in emergencies or where other conditions exist which are beyond the control of the Employer. In buildings under 200,000 square feet, not more than one (1) supervisor may perform any bargaining unit work. Supervisors who regularly perform bargaining unit work shall be designated as Working Leads and shall become part of the bargaining unit. Working leads shall not have any right or authority to discipline employees. Working leads can provide documentation to the Employer addressing the conduct underlying the discipline. When a supervisor is unavailable, a working lead may send an employee home who is engaged in serious misconduct (drunk, violent, theft, etc.). For all former Union Kaiser facilities at the time of execution of this Agreement, there shall be neither changes in operations nor reduction in bargaining unit hours as a result of this provision.

A list of all Employer accounts within the jurisdiction of this Agreement shall be furnished to the Union on a quarterly basis. Such a list shall be provided to the Union as of the last day of each calendar quarter (which are December 31, March 31, June 30, and

September 30). Any new locations coming under the jurisdiction of this Agreement shall be added to the list. Locations lost will be dropped from the list.

ARTICLE TWO

CHECK-OFF

A. The Employer agrees to a check-off for the payment of Union dues, initiation fees, and not more than one political or civic engagement campaign fund and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of signed authorization of such employees, and according to the method set forth below, and the Employer shall be the Agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the employees. In the event the Union directly collects any signed authorization, the Employer agrees to accept a scanned PDF document of said authorization to make deductions pursuant to this Article.

B. The regular dues for regular employees shall be deducted from each paycheck. For newly hired regular employees, half of the full initiation fee and the first dues payment shall be deducted from the employee's first full paycheck in the second month of employment. (For example, an employee hired in June would have these deductions made from the first regular paycheck paid in August.) The balance of the initiation fee shall be deducted from the employee's first paycheck in the immediately following month.

C. All sums deducted in accordance with this Article shall be remitted to the Union not later than the 25th day of the month after which such deductions are made together with one (1) list, submitted electronically in a mutually agreeable data base format, specifying the following for each employee for whom the Agreement applies:

1. By building address: the employee's name, address, phone number, seniority date, hire date, the Employer's unique identification number (in the event the Employer uses social security numbers as the unique employee identifier, then just the last four digits of the social security number will be used), wage rate and hours of work.

2. The amount and type of deduction for each employee, as well as their gross, regular pay for the pay period.
3. The insurance benefit level paid, if any. (Either by designating employee only, employee plus spouse, etc. or by designating the amount paid.)
4. A signed application for membership for all employees whose names are listed on the check-off for the first time during that month to be sent electronically, by fax, or by regular mail. The Union application form shall include notice to employees of the amount of the initiation fees and dues.

If the Employer fails to provide a) the required monthly list, b) correct/complete data, and/or c) fails to remit the correct amount of dues and/or fees, the Union will give notice to the Employer, in which case the Employer shall have five (5) working days to correct its failure or submit a legitimate basis as to why it believes the provided information is correct and complete. If the Employer fails to correct its failure within said five (5) working days or provide a legitimate basis as to why it believes the provided information is correct and complete, the Employer shall pay a \$50.00 fine to the Education Fund for each day until the failure is corrected. If the Employer fails to remit the correct amount of dues and fees to the Union within said five (5) working days, then the Employer will be liable for the amount of dues owed.

D. New Buildings: If the Employer is awarded a building it had not previously had a contract to clean and such building is within the jurisdiction of this Agreement, the Employer shall inform the Union in writing no later than the fifth (5th) working day of its operation at such building.

E. The Union shall have the right to conduct an investigation, including the inspection and review of payroll records and time cards for up to one (1) year previous to the request date for all employees, including building supervisors, in any building cleaned by the Employer within the Union's jurisdiction, in order to determine whether any provisions of this Article have been violated. Should this investigation discover

any violations during this one (1) year period, then the Employer shall make any bargaining unit employee whole for any loss of wages suffered as a result of the Employer's violations, including interest on the amount owed (at the current NLRB rate) for such losses and make the Union whole for dues and fees not properly remitted. If the losses include back pay, then union dues and fees not properly remitted to the union on this back pay shall be deducted from any amount of back pay owed to the employee. If the loss does not include backpay and there is a loss of Union dues and fees not properly remitted, then the Employer shall make the Union whole for such losses.

F. All refunds of members' dues will be handled by the Union.

G. The Union agrees to hold harmless and to indemnify the Employer for any actions for claims arising out of the withholding of Union dues, fees or assessments including reasonable attorneys' fees and costs.

ARTICLE THREE

NON-DISCRIMINATION/IMMIGRATION

A. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

B. Neither the Employer nor the Union shall discriminate for, or against, any employee or applicant for employment covered by this Agreement on account of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, ancestry or citizenship. Additionally, the Employer and the Union agree to comply with federal laws concerning immigration.

C. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religion, creed, age, sex, sexual orientation, national origin, ancestry or citizenship.

D. Translation -- All meetings and written communications wherein work rules and similar instructions are being given to workers will be presented in English and translated into Spanish. Whenever practicable, all meetings and written communications wherein work rules and similar instructions are being given to workers will be translated into other languages understood by the workers covered by this Agreement. The Union will cooperate with the Employer to arrange for translation of such documents.

E. The Employer will not make any work rule that requires English language proficiency as a condition of employment. The Employer may require English language skills which are specifically necessary for the performance of an employee's work assignment and where reasonable accommodation cannot be made.

F. The Employer will notify the Union of any investigation conducted by the Department of Homeland Security or any of its related or successor agencies and/or Department of Labor. Employees shall not be disciplined, suffer loss of seniority or be otherwise adversely affected by a lawful change of name or social security number. The Employer agrees to comply with applicable immigration and related laws, and to extend its reasonable cooperation and assistance to employees and the Union in connection with such matters.

The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give the employee, pursuant to Article 18, a leave of absence for a period of up to thirty (30) days and return the employee with no loss of seniority provided the Employer is still in the building. All of the above shall be in compliance with existing laws. The employee will provide documentation to the Employer for the need of a leave of absence.

G. In the event an employee receives a Social Security No Match Letter, the Employer will notify the Union representative.

H. The Employer will take reasonable steps to create a workplace where all employees are treated with respect and dignity.

ARTICLE FOUR **HIRING AND EMPLOYMENT**

A. Subject to the terms of the Colorado Labor Peace Act, all present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment.

B. Subject to the terms of the Colorado Labor Peace Act, all present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union or contribute their fair share as a condition of employment on and after the thirty-first (31st) day following the effective date of this Agreement or the date of hire, whichever is later.

C. Any employees who, within the period herein specified, fails to become a member of the Union by failing to pay the initiation fees or who, after becoming a member, loses his or her membership by failing to pay the regular membership dues shall, upon receipt of written request from the Union, be immediately discharged by the Employer. The Union agrees to indemnify the Employer against any legal action resulting from Article Four, C.

D. In the event the Employer uses an employment agency as a source of new employees, the Employer will pay any fee charged by the Agency.

E. The Employer shall, at time of hire, inform each new employee who comes under the scope of this Agreement of the existence and make an good faith effort to provide each new employee a copy of this Agreement in applicable language.

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

forms. In the event the new hire refuses to sign, the Employer will refer the new hire to the Union and notify the Union immediately. The Employer will maintain its neutrality on the issue of Union representation and/or membership.

G. Hiring. The Employer shall notify the Union of known or planned job vacancies whenever practicable. The Employer will give first consideration to qualified applicants referred by the Union. The Employer will provide the Union with a copy of the job posting.

H. Probationary Period. Each new employee shall serve a probationary period of thirty (30) days during which time the Employer may without assignment of cause discharge him or her. The employee shall not have recourse to the grievance or arbitration procedure.

I. As new employees are hired, the Employer shall list them on the next check-off list per Article Two - Check-Off.

J. For pay purposes, when hiring a new employee the Employer may offer the employee up to six (6) months of service credit if the employee has at least that much verifiable experience in performing the duties of the job offered by the Employer.

K. No employee shall be assigned to work at the same work location as a member of his or her family if that family member is a supervisor or Lead. Bargaining unit employees may work in the same work location as family members so long as they are assigned to different shifts and are not a supervisor or Lead.

ARTICLE FIVE

EXTRA WORK

A. Floaters employed by the Employer, whether covered by this Kaiser agreement or the Master Agreement, may be dispatched to cover temporary work on a shift at Kaiser Facilities which needs to be covered due to absences or vacancies such as vacation, sickness, leaves of absence and job vacancies until filled pursuant to Article 14, Section C. Such floaters cannot be used to replace permanent positions. Floaters who are covered

by the Master Agreement and are sent to Kaiser Facilities will be paid the greater of the start rate contained in Appendix A or their normal pay rate under the Master Agreement, including all premiums. In addition, they will not accrue seniority under this contract for the time they work in Kaiser Facilities as a floater.

B. Workload – There shall be no speedups, or increase in the workload so as to impose an undue burden upon any employee covered by the contract. The Employer further agrees there shall be no unreasonable workload increase without a corresponding increase in hours. The Employer and the Union agree that the employers and union will form a labor management committee to discuss the work load issues facing the parties and shall meet at least semi-annually and also if such a meeting is requested in writing by either party at other times the parties shall meet within 28 days of such request. However, such requested meetings will not exceed one meeting in any two month period unless the parties agree otherwise.

ARTICLE SIX

UNION REPRESENTATIVES

A. Stewards. The Union may appoint or elect stewards on the basis of up to one steward per building unless the building has more than eight (8) employees of the employer in which case there can be two stewards. Such stewards will not be harassed for performance of their Union responsibilities. Stewards will be paid at the regular straight-time for reasonable and prudent time spent attending investigatory, disciplinary, or grievance meetings scheduled by the Employer during the stewards' work time. Stewards will be allowed, when practicable, extra time if necessary to complete their work due to the performance of their Union duties when such Union duties are with the permission of the Employer.

B. Stewards will be given one (1) day paid every six (6) months to attend a Union sponsored training. Each building will release at least one (1) steward to attend the trainings, except that buildings with eight (8) or more employees will release two (2) stewards.

C. Visits by Union Representatives -- The Union representative shall be allowed to visit the Employer's building, upon reasonable written notice indicating the name of the Union representative and requesting an appointment with the Employer's manager or designee, for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Such notice and appointment must be completed prior to meeting with represented workers in the Employer's building or private property parking lot. The parties further agree that the Union is not required to provide such notice or make an appointment prior to meeting with represented workers during the worker's non-working hours in restaurants when such are open to the general public, even though the restaurant is located inside the building being cleaned by the Employer.

The Employer agrees that within 48 hours of receipt of such written notice from the Union, the Employer shall respond to the Union representative who requested the visit by e-mail or fax indicating whether the requested appointment in the Employer's building or private property parking lot is granted. If the Employer rejects the requested time, it shall provide a reason and offer a reasonable alternative time for the appointment.

The Union representative will report to the Employer's representative before proceeding through the building or private property parking lot and must be wearing a photo identification designating them as a Union representative. The Union representative will not unduly interfere with the normal course of work in the building. The parties agree that an employee working for another employer in the building maintenance industry will not be allowed to enter the Employer's building or private property parking lot, unless specifically approved by the Employer in advance.

D. Union Leave. Employees designated by the Union will be allowed to take a leave of absence without any loss of seniority rights, including their current work assignment, not to exceed thirty (30) days. Such leave may be renewed for additional thirty (30) day periods upon approval of Employer. Notice of such leave must be made at least five (5) working days in advance and approved by management. Such approval will not unreasonably be denied. If the Employer fails to respond within five (5) days period,

the Union may send a second request via certified mail. If there is no response to that request within a five (5) day period, the requested leave will be granted. Additionally, one (1) Union Executive Board member shall be granted leave up to ten (10) days to attend Executive Board meetings and participants in collective bargaining sessions to negotiate changes to this Agreement shall be granted leave the day before and the day of the bargaining sessions. The Union will be limited to a maximum of five (5) bargaining unit members to participate in bargaining. The employee will notify the Employer at least twenty-four (24) hours prior to their return to their regular job. The return to work date must be specified at the time the employee requests such leave.

E. Where allowed by building management and when practicable, the Employer will furnish reasonable space on a bulletin board at each building for use by the Union. Such space will be located in an area adjacent to other employee notices. Union postings shall be restricted to the following types:

1. Notices of Union recreational or social affairs of a non-political nature;
2. Notices of Union elections, appointments, and results of Union elections;
3. Notices of educational opportunities;
4. Notices of Union meetings.

F. Unless otherwise stated by the Union, during any worksite meeting, Union Representatives shall be allowed to speak to the SEIU membership without the presence of a Company representative.

ARTICLE SEVEN

MAINTENANCE OF PRESENT WORKING CONDITIONS

A. No rates of pay in effect as of the date of the execution of this Agreement shall be diminished or curtailed because of this Agreement.

B. Permissible layoffs, reductions in hours and/or reductions in conditions by the Employer may include situations resulting from:

1. Reorganization of a work group, section, floor or building staff;
2. Technological changes;
3. Change in method(s);
4. Change in cleaning specification(s); and/or
5. Underutilization of existing work force.

C. Any layoff resulting from 1-5 above shall be handled through attrition or by reducing the least senior employee(s) from the facility who may at the time exercise unit-wide seniority for the purpose of displacing the least senior employee in a comparable position working elsewhere whenever possible.

D. Subcontracting of work traditionally performed by the Employer is prohibited. The Employer may, at its discretion, subcontract carpet cleaning, window washing and high dusting over nine (9) feet, or emergency service work.

E. The Employer shall not enter into any Agreement with any customer which will in any way limit the right of the customer to hire the employees of the Employer or the right of the employees to accept such employment following termination of the Employer's services by the customer. If the customer requests removal of an employee without just cause, the Employer retains the responsibility to offer employment to the employee to a comparable position at another building within the jurisdiction of this Agreement without loss of wages, benefits or seniority for such employees. The Employer's obligation to transfer the employee to a comparable next available position shall continue for sixty (60) days and the employee shall continue to accrue seniority. If an employee in another building is willing to swap positions with the removed employee, the Employer will consider such swap.

The Employer agrees that if an employee is removed from a building, the Employer shall provide the Union with any written communications from the customer outlining the reasons for removal. If the customer does not provide any such written communication, the Employer agrees to provide the Union in writing its understanding of the customer's reasons for removal. The Employer agrees to present all evidence received from the

Union to the customer refuting the allegations and provide the Union with any response from the customer.

To comply with this provision, the Employer may displace the least senior employee(s) in a comparable position working elsewhere if necessary. In the case of a day position, the Employer need not displace an employee if the customer objects in writing. If an employee is the least senior employee and there is no position available to transfer the employee, the employee shall be awarded the next available position and the Employer shall not be obligated to make such employee whole for lost wages while such employee is awaiting a transfer to the next available position.

F. Full-time employees on layoff and regular part-time employees shall receive preference over all new hires in the event the Employer hires employees.

G. As part of a grievance, the Union shall have the right to conduct an investigation, including the inspection and auditing of payroll records, time cards for covered locations of the Employer, in order to determine whether any provisions of this Agreement have been violated.

H. In the event the Employer's services are terminated by a customer, the Employer will then furnish the Union the date of termination, the name of said account, its address, the number of employees employed, the names, wage rates, seniority dates, and the hours such employees worked on said account prior to termination. Further, the Employer will provide the Union a list of all employees' vacation accruals, unused holidays and sick leave accruals prior to the date service is terminated. This notice shall be forwarded to the Union at least two (2) weeks prior to the date service will be terminated or as soon as practicable. Employer will not be responsible to pay accrued "sick leave" upon the termination of services by the customer. Accrued "sick leave" will be transferred to the incoming employer that customer contracts for services.

I. The Employer will develop an emergency call procedure so that employees shall be notified as soon as possible in the event they receive an emergency call at work.

J. Employees shall not be required to work above five (5) steps of a ladder and shall be prohibited from window cleaning, with the exception of partition glass, door side window glass.

K. The Employer shall make normal work assignments to all employees with more than sixty (60) days of seniority and will not reassign such employees from their normal assignment for arbitrary or capricious reasons.

ARTICLE EIGHT **HOURS AND OVERTIME**

A. All workers covered by this Agreement shall work a minimum of four (4) hours per day and twenty (20) hours per week except as mutually agreed upon between the employee and the Employer. The Employer shall notify the Union of any such arrangements. No worker covered by this Agreement shall be hired for less than four (4) hours per day or twenty (20) hours per week without mutual agreement among the employee, the Employer and the Union.

B. Any time worked in excess of forty (40) hours in the work week shall constitute overtime and shall be paid for at the rate of time and one-half (1-1/2) the employee's basic straight time hourly rate of pay. No employee shall be denied the opportunity to work his/her regular hours in order to prevent payment of overtime.

C. No employee will be required to work a split shift unless otherwise agreed by the Employer, the employee and the Union:

D. The Employer will distribute required overtime or extra time, including working on holidays, to qualified employees by building within the classification on a voluntary basis by seniority and, if necessary, assign the work in reverse order of seniority. A list of employees requesting overtime or extra time will be maintained and assigned on the basis of seniority. Employees who request additional hours will be increased as additional time becomes available and when practicable for the Employer to make the accommodation when workers terminate employment.

E. There shall be no pyramiding of overtime or other premium rates under this Agreement.

F. When an employee permanently leaves a facility for any reason, the Employer will offer his/her hours to other employees within the building, according to seniority. If no other employee in the building is interested in the hours, the Employer may offer the hours to a bargaining unit employee who wishes to transfer into the building. If no other current bargaining unit employee is interested in the hours, the Employer may assign the hours to a new employee.

G. All employees working less than six (6) hours shall be entitled each four (4) hour shift to a fifteen (15) minute uninterrupted rest period; employees working six (6) hours or more, but less than eight (8) hours, shall receive one (1) twenty (20) minute uninterrupted rest period; and all employees working eight (8) hours shall receive two (2) fifteen (15) minute uninterrupted rest periods. Employees working more than six (6) hours shall receive a thirty (30) minute unpaid lunch period. The unpaid lunch period should be given no later than five (5) hours after the shift has begun.

H. When an employee works during a rest period, at the request of the Employer, the employee shall receive additional pay for such time or be provided a rest period at a later time.

ARTICLE NINE **WORKING CONDITIONS AND JOB EXPENSE**

A. The Employer agrees to observe and comply with all Federal OSHA laws pertaining to occupational health and safety.

B. The Employer shall carry workers' compensation insurance for each employee coming under the terms and conditions of this Agreement. In the event of an injury to a bargaining unit member, the Employer shall provide the employee upon request with a copy of the injury report within seven (7) days of the injury. Nothing herein shall prevent an employee from providing a copy of the injury report to the Union.

C. Employees will not be required to perform work that is unsafe or dangerous to their safety. The Employer will keep first aid equipment on the premises for any superficial or minor injuries. In the event an injury requires medical attention, the employee will be released to seek treatment at a medical facility approved by the Employer. Employees who fail to wear protective safety devices or use safety equipment shall be subject to discipline.

D. All employees shall be provided with periodic training and such supplies, tools, machinery, and equipment, without cost to the employee, which are necessary for the employee to perform the job.

E. No employee will be disciplined for reasonably refusing to perform unsafe or dangerous work. When an employee is concerned that he/she is being asked to perform unsafe or dangerous work, he/she will consult with the Supervisor who will determine whether the employee has a reasonable right to refuse to do the work. When the Supervisor directs the employee to do the work, the employee will do the work forthwith. If the employee disagrees, he/she shall perform the work and thereafter consult with the steward and file a grievance in accordance with the provisions of this Agreement. If the Supervisor agrees with the employee that the work is unsafe or dangerous, the employee will be assigned to alternate work.

F. A list of chemicals in use at the workplace shall be posted in a place which is easily seen and often frequented by the employees.

G. All vehicles used for the purpose of carrying tools and equipment necessary to perform the work under this Agreement shall be furnished by the Employer.

H. All new employees will receive up to three (3) days of on-the-job training by a supervisor, Lead or assigned bargaining unit employee. All employees shall be offered periodic training. Any employee specifically designated and assigned by the Employer to train a new employee or a temporary employee shall be paid a premium of thirty cents (30¢) per hour during that period of training. However, Supervisors and Leads will not

be paid the thirty cents (30¢), only the actual bargaining unit employee doing the training will receive the premium.

I. If the Employer requires uniforms or special overalls or special work shoes for its employees, the Employer shall furnish such clothing. The Employer will not require deposits for uniforms.

J. If the facilities and the building owner/manager permit, the Employer shall maintain a secure area and soap and towels for employees. It is understood and agreed that the Employer is not responsible for the replacement of stolen or misplaced property of employees.

K. Employees shall not be liable for accidental breakage provided such breakage is reported as soon as possible but not later than the end of the shift on which the breakage occurs.

L. Any employee required to move from job to job in the course of his/her duties shall be paid for such time spent traveling plus transportation cost, unless otherwise provided for by both parties in writing.

M. Any employee who works in a higher classification and rate of pay will receive such pay for all hours worked in the classification.

N. The Employer agrees to supply, maintain, and replace all tools, equipment, cleaners, polishes, rags, brushes, brooms, floor finish, etc. necessary for the employees to perform their duties. The Employer shall furnish rubber gloves upon request.

O. Whenever practicable, the Employer will provide reasonable equipment and/or assistance from supervisory personnel for the removal of heavy containers, including those used for recycle material, if necessary.

P. No involuntary drug, alcohol or similar testing of workers will be allowed unless the Employer has reasonable grounds to believe that an employee is impaired at work due to alcohol and/or drug use. The Employer may have a drug test and security clearance as

a condition of employment. There shall be no involuntary polygraph examinations. The Union and the Employer agree to the alcohol and controlled substance policy in Appendix B.

Q. The Employer will utilize its best efforts to secure parking privileges for workers in any building which has attached parking areas.

R. A Joint Labor-Management Committee will be formed within thirty (30) days from the date of signing this Agreement. This committee will investigate and report any and all needle stick and biohazard exposure risks/safety in the workplace. The Joint Committee will aggressively work with Kaiser to eliminate these risks and meet once a month to address this issue if necessary.

S. Tools in need of repair shall be reported to the employee's supervisor as soon as practicable. The Employer shall replace broken or worn out tools as needed. However, if an employee willfully and intentionally destroys tools and equipment, the tools will be replaced at the employee's expense.

ARTICLE TEN **PAY PRACTICES**

A. The wage scales in Appendix A attached to this document are minimum wage scales.

B. All disbursements for wages shall be made bi-monthly on the fifth (5th) work day following the close of the pay period by check which shall show the total number of hours worked and an itemized list of all deductions made therefrom. Employees who sign up for direct deposit will have funds transferred to their bank on pay days at 12:01am. The Employer will verify the wage rate of any individual employee when such is requested by that employee.

In the case of an employee being paid by direct deposit, the Employer shall, upon request, provide to the Employee an itemized pay statement, as required under Colorado law 8-4-103.

If the Employer makes an error on an employee's paycheck, the Employer will make a good faith effort to issue a replacement check within two (2) working days from the date that the error is brought to the attention of the Employer. However, in no event shall the Employer not issue a replacement check within five (5) working days. If the Employer fails to correct the error by the next check, the Employer shall pay the employee a ten dollar (\$10.00) penalty for every day the correction is not made.

C. If required as part of the grievance, the Employer shall make the current time cards, payroll records and sign-in sheets not older than six (6) months available to the Union representative upon reasonable request.

D. An employee who reports to work as scheduled shall be allowed to work a minimum of four (4) hours, or shall be paid a minimum of four (4) hours unless the employee leaves early pursuant to his/her own request.

E. Construction clean-up shall be defined as any work load increase resulting from substantial construction activity (remodel or build-out) in the immediate work area. Construction clean-up will be paid at a rate of at least twenty cents (\$.20) per hour higher than the employee's regular rate of pay, provided the customer agrees to reimburse the employer for the additional cost unless extra employees are provided in order to complete the tasks in assigned areas.

F. Experience Credit – Employees who worked at least six (6) months with the Employer at a Kaiser building and who are rehired within 180 days shall be paid at least at their former rate.

G. If Kaiser closes any buildings due to inclement weather so that employees cannot come into work or are sent home early, the employees shall be paid out of accrued vacation or personal time for the hours they were unable to work.

ARTICLE ELEVEN
HOLIDAYS

A. The following holidays shall be observed as holidays with pay for all regular full-time and regular part-time employees:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Labor Day
½ shift Christmas Eve	½ shift New Year's Eve

B. Pay for holidays not worked shall be at the employee's regular rate of pay. Those working the stated holidays shall be paid at the rate of time and one-half (1½) for all hours worked on the holiday in addition to their holiday pay. Only employees who have completed their probationary period shall be eligible for holiday pay or premium.

C. All holidays shall be observed on the official days as set by the government.

D. If a holiday falls on the employee's regular day off, an additional day off with pay shall be granted with the day before or the day after the employee's regularly scheduled day off. The Employer may, however, at his option, pay an additional day's pay for said holiday in lieu of granting an additional day off with pay.

E. Holidays, whether worked or not, shall be counted as time worked for overtime purposes.

F. The employee must have worked both the regularly scheduled shift immediately preceding and following such holiday, unless absent because of proven illness, documented emergency or approved personal day(s).

ARTICLE TWELVE

VACATION

A. The Employer will grant the following vacation schedule with pay to all employees who have been in the continuous service of the Employer, or a predecessor contractor, and have been a regular full-time or regular part-time employee during such year period:

After the completion of one (1) year - Two (2) Weeks

After the completion of four (4) years - Three (3) Weeks

After the completion of nine (9) years - Four (4) Weeks

For example, an employee who was hired on May 11, 2013 shall be entitled to two (2) weeks' vacation on May 11, 2014, three (3) weeks' vacation on May 11, 2017, and four (4) weeks' vacation on May 11, 2022.

B. The amount of vacation pay which regular full-time and regular part-time employees shall receive shall be at the employee's current rate of pay for the average number of hours worked per week for the three (3) months' preceding the time when the vacation is taken.

C. Employees shall be given preference on the basis of seniority, whenever possible, in the choice of vacation period. All vacation requests must be in writing, and the Employer will respond in writing within three (3) working days. All vacation requests must be approved by the Employer and shall not be unreasonably denied. Upon two (2) weeks' written notice from the employee, vacation pay shall be made available to him/her at the pay period prior to commencement of vacation; or, at the employee's discretion, it shall be available on the payday immediately subsequent to the anniversary date of employment. Vacation schedules shall be the employee's normal work week with appropriate off days. At the conclusion of the vacation period, the employee will return to his/her normal weekly schedule and assignment. An employee may schedule vacation in less than one (1) week intervals provided the employee schedules at least two (2) days of vacation and provides the Employer with two (2) weeks' advance notice. All vacation

requests must be approved by the Employer. However, an employee whose vacation has been approved shall not have his/her vacation denied within sixty (60) days of the requested vacation because of a later request by a more senior employee.

D. The last hiring date of the individual employee with the Employer or at the location of employment, whichever is longer, shall determine his/her eligibility for vacation, except for employees at new buildings not previously covered by a collective bargaining agreement with SEIU. The Employer agrees to meet with the Union to discuss vacation eligibility dates for such employees. In no event shall those employees' vacation eligibility dates be later than one (1) year from the date of employment with the Employer. Vacations shall be taken at any time after the employee's anniversary hiring date, but prior to his/her next anniversary hiring date. Vacations shall not be cumulative.

E. In case of leave of absence granted an employee, his/her anniversary date, for the purpose of determining eligibility for vacation, shall be changed by adding to it the period of his/her leave of absence. An employee who is laid off through reduction of forces and recalled within thirty (30) days shall be considered as having been continuously employed as to vacation rights.

F. An employee who is eligible for a vacation, but has not taken a vacation and who resigns, shall nevertheless be paid for his/her vacation. An employee who terminates his/her employment with one (1) year or more of service shall also be paid pro-rated vacation pay.

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

H. Vacation pay will be a separate itemized category on regular pay check prior to or after vacation is taken.

I. When the Employer takes over a Union contractor's account, he agrees to recognize seniority (as defined in Article Fourteen A), past service and vacation accrual. The outgoing contractor shall pay the prorated vacation pay that is due with the last payroll check. The successor Employer shall pay the balance due at the time the vacation is accrued and taken and shall further recognize and grant the full time off that is due as scheduled above. There shall be no pro-ration of vacation for an employee who has been employed less than one (1) full year.

J. The Employer shall provide vacation relief personnel where the employee requesting vacation gives at least one (1) weeks' notice.

ARTICLE THIRTEEN **HEALTH & LIFE INSURANCE**

Health Insurance:

A. The Employer agrees to provide all employees who are scheduled to work twenty (20) hours or more per week with single coverage health insurance at twelve dollars (\$12.00) per pay period for the premium cost (based on bi-monthly pay schedule). Should the cost of individual employee health insurance exceed the rates set below, the employee will be responsible for the additional cost of premiums.

	Individual
4/1/2017	\$498.02
4/1/2018	\$527.90
4/1/2019	\$559.58
4/1/2020	\$593.15

B. The Employer shall provide employee plus children, employee plus spouse or family health insurance to the one hundred twenty-five (125) most senior employees who are scheduled to work twenty (20) or more hours per week who want health insurance.

C. Employee Co-Pays: Eligible employees with employee and spouse (or designated beneficiary) or employee and children health insurance shall pay a co-pay of twenty-five dollars (\$25.00) per pay period for the premium cost (based on bi-monthly pay schedule).

Eligible employees with family health insurance shall pay a co-pay of fifty dollars (\$50.00) per pay period for the premium cost (based on bi-monthly pay schedule). Should the cost of employee plus children, employee plus spouse (or designated beneficiary) or family health insurance exceed the rates set below, the employee will be responsible for the additional cost of premiums.

	Employee Plus Children	Employee Plus Spouse	Family
4/1/2017	\$946.24	\$1,045.91	\$1,593.73
4/1/2018	\$1,003.02	\$1,108.67	\$1,689.36
4/1/2019	\$1,063.20	\$1,175.19	\$1,790.72
4/1/2020	\$1,126.99	\$1,245.70	\$1,898.16

- D. The Employer will not reduce hours to avoid paying for health insurance.
- E. The Employer must provide written notification to all employees once they become eligible for health insurance. Employees may enroll for health insurance within thirty (30) days of becoming eligible and in accordance of the rules of the Plan. New employees become eligible after their 30-day probation period.
- F. The Company agrees to immediately notify and negotiate with the Union regarding any change in health care costs, level of benefits or insurance carrier.

Life Insurance:

The Employer will provide a five thousand dollar (\$5,000) life insurance policy for all employees regularly scheduled to work thirty (30) hours or more per week.

ARTICLE FOURTEEN
SENIORITY

- A. Seniority is defined as the total length of service with the Employer from date of hire or total length of service at the location of employment, whichever is longer.
- B. Where more than one (1) employee is, in the judgment of the Employer, presently qualified, based on an individual's job performance and job skills and provided that

he/she has not received any disciplinary warnings in the past twelve (12) months, the primary factor to fill open positions and normal work assignments shall be seniority.

C. Any vacancy and/or promotion in a bargaining unit position will be posted by the Employer by posting the vacancy notice in the facility where the vacancy exists and at the same time that it posts the notice in that facility it will provide a copy to the Union (via e-mail to union organizer). The Union shall have the right to post such notice of this vacancy at other facilities. However, when the Employer adds a new facility covered by the bargaining unit, the new jobs available shall be considered vacancies and shall be posted for bidding at all facilities where bargaining unit work is performed and a copy will be provided to the Union (via e-mail to union organizer).

The Employer will award vacancies and promotions to the senior qualified applicant, unless rejected by building management, who has expressed his/her willingness to be considered for such vacancies and/or promotions known to the Employer. Such willingness is expressed and therefore considered for vacancies as follows: on January 15 and August 15 of each year each employee at each facility will be provided a form in which he/she will indicate the facilities and/or promotions, if any that he/she wishes to be considered for and at the end of that work day the supervisor will collect the forms and turn into the Employer's HR department. Once the employee fills out the form he/she is not required to fill out another form at any time unless he/she wants to change the facilities that they wish to be considered for. At any time other than January 15 or August 15 of each year, the employee can fill out the form or change his/her preferences by going to the Employer's main office during regular business hours.

The Employer will fill vacancies and/or promotions as quickly as is practical from the people who have expressed an interest in the opening, but no longer than three work days later. If there is no one who has expressed an interest in the vacancy and/or promotion, the Employer may hire from the outside.

A floater may apply for a position covered by this agreement and will be hired before anyone else from the outside if he/she has met the following requirements. In addition to

the normal requirements for employees seeking to transfer into the Kaiser buildings from outside the Kaiser contract. They must have worked for the Employer at a designated Kaiser facility for at least six (6) months and have been sent out on at least five (5) assignments in the Kaiser system, regardless of how long that takes.

Employees requesting a transfer from a job covered by the Master Agreement to a job covered by the Kaiser Agreement will be subject to certain conditions if successful in their request. Among those conditions are: 1) their seniority date at Kaiser will be the day they start at Kaiser. This means that they will be treated for seniority purposes as a new employee. This also means that if hired at the Kaiser facilities, they will no longer have any seniority under the Master contract (the contract that covers the commercial buildings downtown and in the suburbs). 2) They will be brought in at the entry rate of pay under this contract like any other new employee covered by this contract. However, they will not be subject to the probationary period under the contract. 3) Before being hired at Kaiser they will be required to take and pass a drug test and a TB test.

D. In the event a job is lost to a non-union Employer, the laid off workers, on the basis of seniority, will be recalled to vacancies at locations covered by this Agreement and paid their seniority pay rate, based on seniority, for that job site.

E. In the event it is necessary to lay off the least senior employee(s), such employee(s) who has been displaced may at that time exercise unit-wide seniority for the purpose of displacing the least senior employee working at other locations covered by this Agreement. Any laid off employee shall be placed on preferential re-hire list.

ARTICLE FIFTEEN **DISCIPLINE AND DISCHARGE**

A. Discipline or discharge shall be for just cause only. The Employer will notify the Union steward of all terminations and the reasons therefore at the time of the notification to the employee, or as soon thereafter as practicable. Progressive discipline will be used where appropriate for corrective action (including verbal and written warnings and

suspension); however, the parties recognize that there may be situations in which normal steps in progressive discipline may be skipped due to the severity of the infraction.

A notice of disciplinary action will be given in writing to the employee and will include a statement of the problem and clear performance expectations. Any verbal and written warnings and suspension will be filed in employee's personnel file. Disciplinary notices will not be used as evidence in discipline and discharge cases after one (1) year, provided there is no occurrence of a similar nature during this time. All employees shall have the right to review their personnel files.

B. An employee shall have the right to have a shop steward or other bargaining unit employee of the employee's choice and/or Union representative present at any meeting where disciplinary action might be imposed or at any investigatory meeting which may lead to discipline. The supervisor will advise the employees of this right.

C. If there is inclement weather which causes public transportation to be unavailable one (1) hour before the start of their shift, the Employer shall not discipline employees for failure to report to work.

ARTICLE SIXTEEN **BEREAVEMENT LEAVE**

When a death occurs in the immediate family of an employee, he/she shall be entitled to a leave of absence up to two (2) days with pay. Immediate family is defined as: spouse, sister, brother, children, mother, father, grandparents, and grandchildren. The Employer may require the employee to produce reasonable evidence of an immediate family member's death. The employee may request up to five (5) additional days of bereavement leave, utilizing unused vacation or unpaid leave and the Employer shall grant such request. For the death of employee's mother-in-law, father-in-law, brother-in-law, and sister-in-law, an employee may request up to seven (7) days of bereavement leave, utilizing unused vacation or unpaid leave and the Employer shall grant such request.

ARTICLE SEVENTEEN
SICK LEAVE

A. The Employer shall provide employees with paid sick leave of twelve (12) days per year for time lost from regularly scheduled work due to illness. Any unused sick leave will roll over into the next year up to a maximum of thirty-nine (39) days. Three (3) days can be used as personal floating days. Sick leave shall accrue at the rate of one (1) day per month. An employee shall be eligible for paid sick leave beginning on the first scheduled workday of an illness. Such sick days will be paid on the basis of normal hours worked. Sick leave shall be calculated according to employee seniority date at all work locations. The Employer shall provide the current number of sick leave hours to the employee upon request.

B. The Employer may require a doctor's slip for absences of three (3) days or more. If the employee has established a pattern of abuse then the employer has the right to immediately request of doctors slip. The employer shall show discretion when requesting a doctor slip and shall notify the employee when a pattern has been established. The doctor's slip need not specify details of the employee's illness. There shall be no discipline issued for absences verified by a doctor's slip.

ARTICLE EIGHTEEN
LEAVE OF ABSENCE

A. Leaves of absences will be granted for legitimate reasons only. Leaves of absence or extensions thereof shall not be unreasonably denied.

B. Application for any leave of absence shall be made in writing ten (10) days in advance, except in the case of a bona fide verifiable emergency. Any leave of absence, if granted, will be approved in writing setting forth the dates of such leave. Authorized leave of absence for any purpose shall not affect previously accumulated vacation time or seniority. Seniority accrual shall continue for the first thirty (30) calendar days of any authorized leave of absence. Employees who have been in the employ of the Employer for at least six (6) months may request a leave of absence.

C. A personal leave of absence without pay may be granted not to exceed one hundred twenty (120) days; except when the Employer extends the leave. Employees shall be allowed up to one hundred twenty (120) days personal leave of absence after the birth of a child, upon adoption or to care for a sick family member. (The intent of the latter provision is to extend the Family and Medical Leave Act of 1993 to employees who would not be eligible because they do not work sufficient hours.) Employees who request the type of leave described in Section B or C of this Article and have been in the employ of the Employer for at least six (6) months may request a leave of absence. During such leave, the employee will continue to accrue seniority for the duration of the leave and will accrue longevity for the first thirty (30) days. Employee must provide documentation of a verifiable emergency on his/her return to work. Employees who request a “personal” leave must have been in the employ of the Employer for at least one (1) year and shall continue to accrue seniority for the first thirty (30) days of the authorized leave of absence. A “personal” leave shall be of the type not described in Section B or C, e.g. an employee who wants to take a pleasure trip.

D. Regular employees shall be granted a leave of absence without pay indefinitely in cases of on the job injury or illness or for up to one (1) year for an off the job injury or illness, pregnancy, miscarriage, childbirth or personal emergency, upon presentation of medical certification or in the case of personal emergency upon documentation of the emergency. If there is not a specific date of return for the leave of absence, the employee will notify the Employer at least once every thirty (30) days regarding his/her status, unless mutually agreed otherwise between the employee and the Employer. If the employee fails to notify the Employer as specified above of the continued need for leave of absence or return from leave on the date specified, the Employer may terminate the employee. For the employee to return from a medical disability leave, the Employer may require a medical certificate verifying that the employee is able to fulfill his or her normal duties.

E. An employee will be returned to work at the same or similar position without a reduction in hours or compensation as soon as practicable following notification to the

Employer, however, no later than five (5) working days after the date specified in the notification to the Employer.

F. An employee who is participating in the health insurance program shall be eligible to continue his/her Employer paid health insurance for up to two (2) months of a medical disability leave. Thereafter, the employee may elect to continue coverage at his/her own expense under COBRA.

ARTICLE NINETEEN **JURY DUTY**

Employees who are called for jury service and are actively serving on a jury panel shall be compensated by the Employer for the difference between the amount of jury pay received and the amount the employee should have earned had he/she not served. It is understood that employees working a shift that the jury service does not conflict with will be expected to report for work. Proof of jury service must be furnished by the employee.

ARTICLE TWENTY **GRIEVANCE AND ARBITRATION PROCEDURE**

A. Any grievance or dispute concerning the interpretation or application of any specific numbered Article of this Agreement, Appendix A, Appendix B or Appendix C may be submitted as a grievance by either the Union or the Employer. Grievances initiated by either the Union or the Employer shall be submitted in writing to the other party within seven (7) working days of their occurrence or discovery, whichever is later, but no more than five (5) working days from the date of occurrence in the case of discharge. In the case of discharge, if a grievance is not filed within said five (5) working days, the Union shall have an additional fifteen (15) working days to file a grievance, but in such case any award of back pay or other remedy shall not apply for any period of time prior to the date the grievance is actually filed.

B. When such notification in writing is served upon the other party as provided above, the following procedure shall be observed:

Step 1. The Employer's project manager or his/her representative shall meet with a representative of the Union within seven (7) working days of receipt of the written

grievance and attempt to resolve the dispute. The party receiving the written grievance shall give the moving party a written response within seven (7) working days of such meeting. If the moving party is not satisfied with the response, it may appeal to Step 2 by giving written notice of its intent to do so within five (5) working days.

Step 2. The Employer's Labor Relations and/or Operations representative or his/her superior shall meet with a representative of the Union within seven (7) working days of receipt of the written appeal and attempt to resolve the dispute. The party receiving the written grievance shall give the moving party a written response within seven (7) working days of such meeting and if the response denies the grievance, the response shall specify the reasons. If the moving party is not satisfied with the results, it may appeal to Step 3, Arbitration by giving written notice of its intent to do so within fifteen (15) working days.

Step 3. Be referred to an impartial arbitrator for decision. In the event the parties are unable to agree upon the selection of an arbitrator within five (5) days, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) arbitrators to the parties. The parties will alternately strike names from the list until the arbitrator is chosen within fifteen (15) working days of the receipt of the arbitrator list.

The arbitrator's decision shall be final and binding on both parties hereto. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement.

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

Failure by the moving party to comply with the time limit set forth in this Article will serve to declare: 1) the grievance withdrawn for all purposes when the initial time limit for filing the grievance has not been met, or 2) the grievance settled based on the responding party's last response. Time limits set forth may be extended by mutual agreement of the parties.

C. Labor Management Committee. The Employer and the Union agree that mutual interests are best advanced in a climate of respect, mutuality and open communication. Therefore, the parties hereto agree to establish a Labor Management Committee. The purpose of the Committee shall be to meet at least once every three (3) months to discuss issues of concern. The parties agree to participate in a Federal Mediation and Conciliation Service (FMCS) program on supervisor/steward training where union stewards, lead supervisors and company managers and supervisors will be required to attend.

ARTICLE TWENTY-ONE **MANAGEMENT RIGHTS**

Subject to provisions of this Agreement, the Employer shall have the exclusive right to direct the employees covered by this Agreement. Among the exclusive rights of management, but not intended as wholly inclusive list of them, are the right to plan, direct, adopt new or changed methods of performing the work, prescribe reasonable rules and regulations and control all operations performed at the various places of business serviced by employees covered by this Union Agreement; as well as the right to direct the working force, to transfer, to hire, to demote, to promote, to discipline, suspend or discharge for cause, and to relieve employees from duty or lay off employees because of lack of work or other legitimate reasons.

The Employer shall be the sole judge as to the staffing levels needed to service the building subject to the provisions of this agreement.

ARTICLE TWENTY-TWO **SAVINGS CLAUSE**

If any provisions of this Agreement or the applications of such provisions to any person or circumstance be ruled as "unfair labor practice," or in any other way contrary to law, by any federal or state court or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, and the parties will negotiate to replace such provision.

ARTICLE TWENTY-THREE
NO STRIKE - NO LOCKOUT

There will be no strike or sympathy strike by the Union and no lockout by the Employer during the term of this Agreement. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action for any employee covered by this Agreement to refuse to go through or work behind any picket lines established because of a strike authorized by the Denver Area Labor Federation, the Colorado Building and Construction Trades Council, Colorado AFL-CIO, or any of their affiliated organizations. In addition, no employee covered by this Agreement shall be required to pass through picket lines established by any Local of the Service Employees International Union in an authorized strike.

ARTICLE TWENTY-FOUR
EDUCATION FUND

A. The Employer will contribute six dollars (\$6.00) per year per employee to a Union-Management administered Educational/Citizenship Fund to teach English to workers and otherwise qualify them for citizenship. The contributions will be made on the number of employees on the payroll as of March 10th of each year and will be sent to the Union no later than May 1st.

B. The Employer shall not be obligated to make the contributions required above under Section A until such time as the funds in the Education/Citizenship Fund fall below \$25,000 as of June 1st of a given year. When the funds fall below \$25,000 on June 1st of a given year, the July contributions for that year will be required.

ARTICLE TWENTY-FIVE
TERM OF AGREEMENT

This Agreement shall be in effect from March 1, 2017 through February 28, 2021, and shall continue in full force and effect from year to year unless the Agreement is terminated or changed pursuant to the following conditions:

If either party elects to amend or terminate this Agreement, such party shall, on a date less than sixty (60) days no more than seventy-five (75) days prior to February 28, 2021, shall give written notice to the other party of intention to amend or terminate and by such action the Agreement shall for all purposes terminate as of the expiration date of Agreement.

IN WITNESS WHEREOF, the parties have signed their names and affixed the signatures of their authorized representatives on the dates so stated below.

FOR THE EMPLOYER:

**COMMERCIAL CLEANING
SERVICES**

3-21-17

Date

Date

Date

FOR THE UNION:

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 105**

3-21-17

Date

Date

Date

APPENDIX "A"
WAGE RATES

All employees will receive the following increase:

The minimum hourly rates of pay shall be in effect on the date set forth below and will also apply to all employees that are above scale:

	Current	3/1/17	3/1/18	3/1/19	3/1/20
Start	\$11.65	\$11.65	\$11.65	\$12.00	\$12.25
1 Year	\$12.55	\$12.55	\$12.55	\$12.90	\$13.15
18 Months	\$12.90	\$13.50	\$14.10	\$14.60	\$15.10

Utility Workers	40¢
Day Employees	45¢
Lead Employees	60¢
Saturday/Sunday Work	35¢

Management may hire employees with experience (verified) at a higher rate of pay than the start rate above. Please see Article Four, Section J.

APPENDIX "B"
ALCOHOL AND CONTROLLED SUBSTANCE

When the Employer has a reasonable suspicion that an employee is under the influence of a non-prescribed controlled substance or alcohol during working hours, on the Employer's property or job site or while using Employer equipment, the Employer shall have the right to require him/her to submit to blood, urine, or other acceptable test by a physician or laboratory of the Employer's choice. A refusal to submit to this requirement made in compliance with this provision or a positive test for a non-prescribed controlled substance or a positive test for alcohol of 0.10 blood alcohol content shall be cause for immediate discharge. A positive test for alcohol of at least 0.05 but less than 0.10 blood alcohol content shall be causes for discipline up to and including discharge.

Laboratory tests for non-prescribed controlled substances performed hereunder shall be done at a National Institute for Drug Abuse (NIDA) certified laboratory. The sample taken shall be split with one portion safeguarded for further testing in the event the test results are challenged. Initial positive tests on any sample shall be confirmed by a different test, preferably gas chromatography/mass spectrometry.

An employee who has been requested to submit to drug or alcohol screening in compliance with this provision may be suspended pending receipt of the test results. If the test results are negative, the employee shall be immediately reinstated with full back pay and no loss of benefits.

If the test results are positive, an Employer representative will confidentially notify the employee. Within thirty (30) days of notice of the positive test results, said employee shall have the right to have the split sample independently tested by a NIDA certified laboratory of his/her choice and at his/her expense. However, if the independent test indicates a negative result, employee shall be immediately reinstated with full back pay and no loss of benefits and the Employer will pay the costs of such independent testing.

If an employee, prior to being caught under the influence of using, selling or in possession of non-prescribed controlled substance or alcohol, approaches the Employer and states that he/she has a drug or alcohol use problem, the Employer shall offer the employee a reasonable non-paid leave of absence, not to exceed 60 days, for the purpose of enrolling and participating in a recognized drug or alcohol rehabilitation program at the employee's expense. Failure to successfully complete the program shall result in discharge. The Employer may condition the return to work by any employee who has taken a leave of absence on the final report of the rehabilitation agency and on evidence of negative results of testing for drugs or alcohol conducted at a date subsequent to the date of the initial testing and at any time thereafter.

Employees using prescribed drugs which may affect their ability to safely perform their jobs are required to notify the Employer of such facts.

The sale, use, manufacture, distribution, dispensation or possession of alcohol or a non-prescribed controlled substance or being under the influence of alcohol or a non-prescribed controlled substance during working hours, on the Employer's property or job site or while using Employer equipment shall be cause for immediate discharge. Nothing herein should be interpreted as requiring the Employer to test an employee for alcohol or non-prescribed controlled substances. The Employer may establish use, being under the influence, etcetera, by other reasonable means.

APPENDIX "C"
SEXUAL HARASSMENT

Sexual harassment is not tolerated by the Employer or the Union. Sexual harassment is defined to include:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise offensive working environment.

Any awareness of any violation of this policy, the circumstances should be reported to the Personnel Director or the CEO. If the results of the investigation confirm the offense, immediate disciplinary action up to and including discharge will be taken against the person violating the policy. Nothing herein should be interpreted to prevent the Employer from maintaining a Sexual Harassment Policy, which adds to or expands upon the foregoing, as long as it is not inconsistent with this policy.