

AGREEMENT

BETWEEN

HSS INC.

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 105**



EFFECTIVE:

March 10, 2018 – March 10, 2021

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Preamble

This Agreement, made and entered into this 10 day of March, 2018, at Denver, Colorado, by and between HSS Inc. (hereinafter referred to as the "Employer") and Service Employees International Union, Local No. 105 affiliated with the Service Employees International Union, CTW, CLC (hereinafter referred to as the "Union.")

Now, therefore, the parties hereto agree as follows:

Article 1: Term and Duration

This Agreement shall be in full effect from March 10, 2018 to and including March 10, 2021, and from year-to-year thereafter, unless terminated as follows: Either party may terminate this agreement or request amendments thereto by serving sixty (60) days written notice to the other party prior to March 10, 2021, or March 10 of any year thereafter, in which terminations or amendments are requested.

Article 2: Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for all non-supervisory HSS employees at Denver Government Services (DGS), excluding schedulers, training supervisors, other supervisors and managers as those terms have been defined by the National Labor Relations Act and administrative staff.

Article 3: Union Security

- A. All employees who are members of the Union on the effective date of this Agreement, or join thereafter, shall maintain their membership, or satisfy the financial obligations set by the Union during the term of this Agreement as a condition of continued employment.
All employees covered by this Agreement who are not members of the Union and choose not to become members of the Union shall, as a condition of continued employment, pay to the Union an agency fee as established by the Union.
- B. All employees hired after the effective date of this Agreement shall, within thirty-one (31) days after employment, become members or agency fee payers as a condition of continued employment for the duration of this Agreement, and pay the required dues or fees.
- C. Employees meet the requirement of being members in good standing of the Union within the meaning of this article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union agency fees.

- D. Upon notice from the Union, employees who fail to pay such dues or agency fees and who fail to qualify for and/or follow the religious exemption provided under law shall be given ten (10) business days' notice of separation by the Employer.
- E. The Union shall be responsible for providing all legally required notices regarding membership.
- F. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action take or not taken by the Employer for the purpose of complying with any of the provisions of this article or in reliance on any list, notice, or assignment furnished under any of these provisions.

Article 4: Deduction of Dues and COPE Contributions

- A. Upon receipt of a check-off authorization from the Employee, the Employer will begin the process of dues/fees deduction. Within sixty (60) days following receipt of the check-off authorization, the Employer will deduct a sum equal to the union's initiation fee from members. In each subsequent pay period, the employer will deduct a sum equal to that Employee's Union dues or fees which fell due during the immediately preceding pay period. The Employer agrees to promptly (i.e., within two weeks) remit the sums deducted under this paragraph to the Union.
- B. Employer will deduct, during the period of this Agreement, contributions to the Union's Committee on Political Education (COPE) for each employee who submits to the Employer, in writing, an appropriate payroll deduction authorization. Payment or non-payment of contributions to COPE shall not be a condition of employment.
- 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 a list, submitted electronically in a mutually agreeable database format, specifying the following for each employee for whom the Agreement applies:

The employee's name, address, seniority 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 (4) digits of the social security number will be used), wage rate and hours of work; the amount and type of deduction for each employee, as well as their gross, regular pay for the pay period.

Article 5: Non Discrimination

There shall be no discrimination by the Employer, the Union or employees covered under this Agreement against an employee because of race, religion, color, national origin, age, gender, sexual orientation, disability, veteran status, or because of membership in the Union or activities on behalf of the Union, as defined under federal, Colorado state, or city of Denver law.

Article 6: New Employee/Termination Notice/Change of Status

The Employer agrees to furnish the Union each month with the name of all newly hired employees covered by this Agreement, their address, telephone number, the unique Employee number, classification, date of hire and the name of terminated employees and date of termination.

Article 7: Manner of Pay

- A. All employees will be paid every two (2) weeks, with paydays every other Friday.
Employees will have the choice of receiving their pay via direct deposit or on a pay card.
- B. Direct Deposit: Employees must authorize the Employer to deposit their net pay directly into their bank account. If an employee ever wants to cancel their direct deposit authorization, they must notify Company Human Resources in writing at least seven (7) days prior to the next payday and they will be moved to the pay card.
- C. Pay Card: Any employee is eligible for a pay card at no cost if they chose not to enroll in direct deposit. Funds will be loaded straight to the pay card and will be accessible immediately on payday.
- D. Employees' Access to Pay Stubs
 - 1. Employer shall provide each employee with username and password to allow employee login to access pay stubs.
 - 2. All employees shall have access to computer and printer at the locations where such equipment is maintained by the Employer in order to allow the employee to use to print pay stubs. Employee shall not print such stubs during his/her paid time, other than during his or her breaks. Presently, the computers and printers are located at each location. If any of these locations change or are eliminated the Employer will provide written notice to the Union and employees of such change or elimination.

Article 8: Seniority

- A. An Employee's first thirty (30) calendar days of employment as an Employee shall be considered a trial period. During the trial period, an Employee may be terminated for any reason and shall have no recourse through grievance or arbitration procedures set forth in this Agreement.
- B. Seniority Determination:
 - 1. Company seniority: Seniority date shall be the latest hire date performing non-supervisory work at DGS with HSS.
 - 2. On-site seniority: Seniority date shall be the latest continuous date that the employee is scheduled, at least one shift per week, to perform bargaining unit work at that site.
 - a. If an employee is not scheduled because of approved time off, then this approved time off counts as part of scheduled time.
- C. Employee will lose his/her seniority if:
 - 1. He/she voluntarily resigns from employment.
 - 2. He/she is discharged with just cause.
 - 3. He/she fails to return from approved time off for injury, illness or other leave.
 - a. The swap does not result in overtime for either employee.

Article 9: Work Week and Work Day

The workweek begins at midnight (12:00 AM) Sunday morning and ends at 11:59 PM the following Saturday night. The workday is a twenty-four (24) hour period that begins at midnight (12:00 AM) each day. For the regularly scheduled shift that begins prior to 12:00 AM and extends into the following day, for purposes of pay and scheduling, the entire workday is the day that the shift begins.

Article 10: Personnel File

The Employer shall identify any file that contains documents that may affect an employee's terms or conditions of employment. Employees shall have reasonable access to each such file and, upon request, be furnished a copy of the contents at no charge.

Article 11: Health and Safety

- A. The Employer agrees to observe all standards regarding safety as applies to State and Federal law. No employee shall be required to work with unsafe or faulty equipment. The employee must immediately report any unsafe or faulty equipment to allow reasonable time with consideration to immediacy for the mitigation of the alleged unsafe or faulty equipment. During such mitigation, Employer can provide different equipment,

assign different tasks, or have employee wait for mitigation to be completed.

- B. Any weapon inspection shall be conducted only by person who is qualified and also certified or licensed. Weapon inspection shall be conducted on the weapon only after the magazine is removed and chamber has been cleared by the armed employee and shall be limited to the following: serial number of weapon matches the serial number with which the armed employee qualified; ammunition is the ammunition that the Employer issued to that employee and all mechanisms are operable.

Article 12: Training

A. New Hire

1. The Employer shall provide each new hire with at least 24 hours of training prior to his/her assignment to a post.
 - i. Such new hire training shall include the entire required security agent training as described in the Training Requirements in the City contract.
2. Within the 24 hours of training, if a bargaining unit employee is required to train any new hire, including on-the-job training, then the bargaining unit employee assigned to provide that training shall receive an additional \$1.50 per hour (for trainer only) for each hour or part thereof (prorated), in which the employee is conducting the training.
 - i. Such bargaining unit employee shall be notified no later than when the schedule is delivered that he/she shall perform such training.
 - ii. If a bargaining unit employee is required to provide any aspect of training requirements, then the Trainer shall review with the new hire to ensure that this employee has completed that aspect of training requirement. OJT training will be limited to no more than one (1) new hire employee at a time.
3. After completion of each training requirement, the Trainer shall sign off on a checklist that the new hire has completed that training requirement.

B. Post-New Hire Training.

1. If the Employer implements any new policy that changes the job requirements and/or duties, then prior to implementing such new policy, the Employer will provide training to each employee who is required to execute such policy.
 - i. Such training shall be off-post.
2. At least once a year, the Employer shall provide each employee with at least one (1) hour of refresher training related to the job title to which he/she is assigned. Additionally, any other refresher training, such as company policy acknowledgments, comp tasks, iLead, or any other training related materials shall be conducted while on duty.
 - i. Such training shall be off-post.
3. Remedial training: when an employee is temporarily removed from his/her post because of the need for additional training.

- i. If the training is provided by a bargaining unit employee, then Trainer shall sign off that the employee has received the remedial training.
- 4. Armed Agent Training
 - i. At least twice a year, each employee in an armed post shall be re-qualified in use of firearms.
 - a) Training for such re-qualification shall include active shooter training and target practice.
 - b) Such training shall be conducted at the firing range.
 - c) Re-qualification notice shall be at least two weeks in advance of the re-qualification deadline to provide the employee the opportunity to receive the re-qualification training during that two-week period.
- 5. Waste Water and Webb Control Room
 - i. Prior to the assignment to Waste Water, the employee shall receive at least two (2) days of training.
 - ii. Prior to the assignment to Webb Control Room, the employee shall receive at least forty (40) hours of training.
- 6. Any bargaining unit employee, directed by Employer, to provide any of the training outlined in Article 12 shall receive an additional \$1.50 per hour (for trainer only) for each hour or part thereof (prorated) during which the employee is conducting such training.

Article 13: Uniforms

A. Uniforms and Equipment

- 1. Employer will provide all required portions of the uniform, at no Employee cost. The Employer will provide replacements at no Employee cost where the portion of the uniform is damaged due to normal wear and tear or damage caused while working. Further the Employer is responsible for the cost of alterations and cleaning of all required portions of the uniform. The Employer may charge a deposit for uniforms of no more than \$80.00, returnable upon termination of employment with return of uniforms, accessories. Upon ratification of this contract, Uniform deposits will be returned in full to employees of this unit with a year or more of service.
- 2. At minimum, the required portions of the uniform provided by the Employer for all Agents shall include:
 - a. Footwear is to be either a black, polished leather boot or black, polished leather lace-up oxford (1).
 - b. Shirts, long sleeve (3)
 - c. Shirts, short sleeve (3)
 - d. Trousers all weather (3)
 - e. Winter Coat w/zip out liner
 - f. Rain wear (armed and patrol only)
 - g. Winter stocking cap (1)

3. For All Armed Security Agents, equipment provided by the Employer shall include:
 - a. Pepper spray canister
 - b. Handcuff
 - c. Handcuff case
4. If batons are reinstituted, employer will provide batons for all armed employees.

Article 14: Scheduling

A. Schedules and shift selection

1. The Employer will have a combination of anchored schedules for grandfathered agents and a shift selection pool where employees choose annually their schedule in seniority order.
 - a. The Employer will make its best effort to maintain and offer at least 60% of schedules to be full time.
 - b. Part-timers
 - i. Part-timers will select shifts up to 32 hours per week.
 - ii. The Employer shall schedule part-timers for open shifts within their availability beyond their anchored part-time schedule.
 - a) In such cases, their schedule shall be issued by 5 pm on the Wednesday previous to the start of the work week unless unforeseen circumstances require otherwise.
2. Employees, full-time and part-time, with more than six (6) months of seniority as of the date of execution of this agreement have the right to choose between maintaining their current schedule (post and shifts) or enter the annual schedule selection process.
 - a. If an employee who has an anchored schedule vacates that schedule due to termination, retirement, or he/she chooses to participate in the annual schedule selection process, his/her anchored schedule will become part of the annual schedule selection pool process.
 - b. If a schedule is vacated by an employee prior to the annual shift selection, then that shift shall be subject to selection by seniority order among qualified employees. Such opening shall be posted for a week.
 - i. Such opening shall be posted for one week before the schedule selection.

3. Employees with less than six (6) months of seniority as of the date of execution of this agreement and those hired thereafter will self-select their schedule based on company seniority during the annual shift selection pool process.
 - a. This shift selection pool process shall occur once every year during August.
 - b. The Employer will post schedules on bulletin boards one week in advance of shift selection, and a Local 105 representative and a shop steward will be allowed to be present during the selection process.
 - c. The shift selection pool process
 - i. In seniority order, each employee who is part of this process will select a shift for each day with a maximum of 40 hours weekly.
 - ii. Employees must choose shifts from at least two different buildings.
 - iii. Employees who are out sick, PTO or LOA may select a coworker or union representative to be their representative during shift selection pool process. They will notify, in writing, the appropriate supervisor of their representative.
4. Specialized positions/facilities will not be entered into the pool for schedule selection.
 - a. The positions/facilities excluded from schedule selection include:
 - i. Wastewater Management
 - ii. Garage and Dock at the Webb
 - iii. DHS Facilities
 - iv. DMVS
 - v. Parking Magistrate
 - vi. Day shift info desks
 - b. Part-time employees in the above facilities, may participate in shift selection.
5. Change in Start Time of Post
 - a. The Employer maintains the right to make operational moves and schedule changes to facilitate the staffing of personnel within DGS.

b. Permanent Change to a Schedule

- i. A Permanent Change to an employee's schedule, that changes the start and end time of a post, can only be made to the shift that will keep the employee in the same building. The change must be in effect for a minimum of four weeks to be considered permanent. If the schedule goes back to its original hours within 26 weeks of the initial change, the employee who held the position before the change will be given the option to take that shift back before anyone else is given the opportunity to bid for the shift. If that employee does not take the shift, the employee who filled the position after the initial change will have the opportunity to keep the shift with the new hours before the shift is posted as an open post. If that employee does not want that post with the new start time, then it becomes an open post, and is filled as stated in (1)(b)(ii) above.

c. Temporary Change to a Schedule

- i. Recognizing that temporary changes to a schedule can interfere with an employee's family and personal schedule, the Employer will use its best efforts to not temporarily change a schedule.
- ii. If, despite its best efforts, the Employer believes that it is necessary to make a temporary change, then such temporary change to an employee's start time or post, shall be no more than for a two-week period and shall not occur more than twice in a rolling calendar year. Temporary changes in excess of two weeks must be agreed in writing between the Employee and Employer.
- iii. Employee shall not lose any money as a result of such temporary change. This means that the Employer shall compensate the employee for lost hours as a result of the temporary change, and any increase in travel costs caused by the temporary change.

B. Overtime and Open shifts (Non-emergent: PATO, Call-offs, Last minute Specials, etc.)

1. Open shifts or Overtime of Four (4) Hours or less:

- a. Part-timers who are qualified for the position, on-site working the shift previous to the shift on which the open shift is available and are not scheduled to work 40 hours in that week.

- i. Open shift for such part-timer shall be offered in on-site seniority order.
 - b. If the open shift has not been filled by part-timers, as described in (1) above, then it shall be offered in on-site seniority order, to the full-timers on-site working the shift previous to or following the shift on which the open shift available as overtime.
 - c. If the open shift has not been filled as described in (a) and (b) above, then it shall be offered to Part-timers who are qualified for the position and are not scheduled to work 40 hours in that week.
 - i. Qualified part-timer shall be called in Company (DGS) seniority order.
 - ii. If a qualified part-timer is called and does not answer, then the Employer shall move to the next person. If someone who was called but did not answer calls back to accept while the overtime is still available, then that part-timer shall fill the position.
 - d. If the open shift has not been filled as described in (a), (b) and (c) above, then it shall be offered in Company (DGS) seniority order to qualified full-timers working in other buildings as overtime.
 - e. If there are insufficient people to volunteer to cover the overtime, the shift will be covered by those employees currently working in reverse seniority order.
2. Overtime and Open shifts greater than four (4) hours
- a. Open shifts and Overtime shall be offered in the following order:
 - i. Part-timers who are qualified for the position and are not scheduled to work 40 hours in that week.
 - a) Qualified part-timer shall be called in Company (DGS) seniority order.
 - b) If a qualified part-timer is called and does not answer, then the Company shall move to the next person. If someone who was called but did not answer calls back to accept while the overtime is still available, then that part-timer shall fill the position.

Article 15: Attendance and Tardy

- A. Employees are expected to adhere to the punctuality and attendance policy of the Employer. Violations of attendance/punctuality guidelines are called occurrences. Employees who do not adhere to the policy may be subject to corrective action up to and including termination.
- B. No employee shall be penalized for absence or tardiness caused by extraordinary or extenuating circumstances, including, but not limited to: a) Hospitalization b) Emergency Room, Critical Care or Urgent Care visits, or any medical event requiring transportation by ambulance. c) Serious accidents such as automobile accidents, house fires, and natural disasters, unable to get to work because of extreme weather (ex: roads employee uses to get to work are all closed) and unanticipated public transit breakdowns. d) Absences covered by all applicable laws such as Wage and Hours, Workers Compensation.
 - 1. These categories shall apply to employees or immediate family members in the care of the employee where the extraordinary or extenuating circumstances directly affect the employee. The employer may require documentation from appropriate agencies (medical, judicial, law enforcement, etc.) to validate the circumstances mentioned above. Absences due to the circumstances listed above shall be known as “excused” absences,” and are not counted as “occurrences.” In the case of medical emergency, employees shall not be required to violate medical privacy standards. Employees must submit required documentation within thirty (30) days of their return to work following the occurrence.
 - 2. A pattern of absence, including absences caused by extraordinary or unusual circumstances may be addressed by the Corrective Action policy.
- C. Attendance is measured on a rolling twelve (12) month period; this not a calendar year. For example: “Employee Doe calls off on August 1, 2019. Doe’s attendance record is reviewed back to August 2, 2012, to determine the number of total occurrences in the past twelve (12) months. Additionally, if an employee does not have an unscheduled absence in a six (6) month block period, then the most recent occurrence will be dropped from the employee’s record.
- D. Corrective Action for Attendance policy violations are as follows:
- E. Approved Time Off
 - 1. Approved Time Off may be unpaid or paid and must be approved in advance by the Employer. This includes approved Paid Time Off (PTO), Personal Leave, Medical Leave of Absence, Bereavement Leave, Military Leave, Jury Duty or

mandatory court appearance, on the job injury (Workers Compensation), Family and Medical Leave, disability or medical leaves of absence for conditions defined by state and federal law, disciplinary suspension or other unusual circumstances as defined and approved by the Employer.

2. The Employer may require documentation of the extraordinary or extenuating circumstance or approved time off.
3. Approved time or extenuating or extraordinary circumstance off will not incur an occurrence(s).

F. Absence

1. Absence is defined as being absent from work on any scheduled workday for one-half of a scheduled shift. (Exception: see Tardy). Absence will accrue one (1) occurrence. A doctor's note may be requested for any absence and will be required for an absence of three or more consecutive shifts. Multiple consecutive days of absence will be considered as one (1) occurrence.
2. Notice of Absence
Employees are expected to give their supervisors at least two (2) hours advance notice for all unscheduled absences. Such notice must be made by calling the HSS Webb Control Room. Failure to provide at least two (2) hours' notice will result in the unscheduled absence counting as two (2) occurrences.
3. The Employer recognizes that in an emergency situation or extenuating circumstance two (2) hours' notice prior to the beginning of the shift may not be feasible. If an employee is involved in such a situation, the employee must report it to HSS Webb Control Room as soon as possible. Documentation may be required to substantiate the emergency. If approved by the Employer, the unscheduled absence may be reduced to one (1) occurrence.

Occurrences	Corrective Action
4	Written Warning 1
5	Written Warning 2
6	Final Notice
7	Termination

G. No Call No Show

1. 'No Call No Show' violation occurs when an employee fails to report for their assigned shift and fails to notify the employer within the first two (2) hours of their shift. 'No Call No Show' is not considered an absence occurrence and not is part of the absence occurrence policy. A 'No Call No Show' falls under the Corrective Action plan as an egregious violation warranting termination unless there are extraordinary or extenuating circumstances.
2. The employee must provide a detailed explanation of the extraordinary or extenuating circumstance that contributed to the employee's lack of notification for the absence. The employee must also provide any documentation requested by the employer within five (5) calendar days of the absence or request.
3. If the explanation and documentation adequately explains the absence and provides justification why the employee was unable to notify the employer of the absence and the explanation and documentation is accepted by the employer, the employee will not be terminated for a violation of the 'No Call No Show' policy. If the employee does not provide justification and requested documentation for a violation of the 'No Call No Show policy', the employee will be terminated

H. Tardy

1. Tardy is defined as being five (5) or more minutes late for the start of the assigned shift. Employees are required to notify a supervisor at least ten (10) minutes prior to the start of their shift if he/she is going to be tardy. Such notice must be made by calling the HSS Webb Control Room.
2. Occurrences of tardiness are counted in a six (6) month rolling period. Incidences of tardiness will be treated as follows.
3. Tardiness with call-in as described above will result in one (1) incident. Tardiness without call-in will result in two (2) incidents.

4. Any employee who is more than sixty (60) minutes late for their shift will incur an additional incident.

Number of Incidents	Discipline
1 st Incident	Written Warning 1
2 Incidences	Written Warning 2
3 Incidences	Final Notice
4 Incidences (but no less than 3 tardies)	Termination

5. Patterns of absence and/or tardiness may result in faster progression through the Corrective Action process up to and including dismissal.
- I. Leaving Prior to End of Shift.
 1. Upon supervisory approval an employee may be released prior to completion of his/her shift.
 2. Leaving prior to the end of a shift will result in one (1) occurrence unless a supervisor requests that the employee leave early due to illness or other concerns.
 3. If an employee leaves prior to the end of their shift without prior supervisory approval and proper relief, it will be considered abandonment of post and the employee will be terminated immediately. If an employee needs to leave, but their supervisor has not approved or provided relief, the employee can call the chain of command to seek relief.

Article 16: Corrective Action

- A. When necessary, the Employer will apply corrective action to counsel and guide employees who fail to meet expected standards in performance or behavior. The Employer reserves the right to omit steps or terminate an employee immediately at its discretion based on the severity of the offense. Corrective action will be determined by the principles of Just Cause and progressive discipline.
- B. An employee has the right to be represented by a union representative, upon request, for any investigatory interview and/or meeting or discussion about discipline with a supervisor or manager. Notwithstanding the Employer may direct the removal of an employee during safety or exigent circumstances, such as violence, destruction of property, serious public disruptions or disturbances, without waiting for attendance of a union representative.
- C. Step 1 - Warning 1

With warning 1, the Supervisor discusses the problem with the employee. The employee is advised what must be done to correct the problem and the potential consequences of failure to correct the problem. The warning is documented, filed in the employee's personnel record, and a copy is provided to the employee. Warning 1 will be presented in writing within seven (7) days of the infraction. Warning 1 shall be active for six (6) months from the time of the incident.

D. Step 2 - Warning 2

In the event of another violation and/or a recurrence of a previous violation within six (6) months of Warning 1, an employee may receive another written warning outlining the problem, the required corrective action, a timeline for improvement, and the consequences of failure to correct the problem up to and including termination. Warning 2 will be presented in writing within seven (7) days of the infraction. Warning 2 shall be active for nine (9) months from the time of the incident.

E. Step 3 -- Final Notice

In the event of another violation and/or a recurrence of a previous violation within nine (9) months of Warning 2, an employee may receive a written Final Notice outlining the problem, the required corrective action, a timeline for improvement, and the consequences of failure to correct the problem up to and including termination. Final Notice should be presented in writing within seven (7) days of the infraction. Final notice shall be active for twelve (12) months from the date of the incident.

F. Suspension

1. At the Employer's discretion, an employee may be relieved from duty pending investigation of a suspected violation. During this suspension, the incident receives administrative review, and a final disposition is made. Further discipline may be imposed by the Employer based on the facts of the incident up to and including termination.
2. If an investigation finds that the employee is not culpable, or discipline is less than the period the employee was off during this investigatory suspension, the employee will be returned to work and will receive the appropriate wages lost due to the investigatory suspension. If the employee receives any discipline, then the Union does not have to grieve this investigatory suspension as a separate violation, but rather it is included as part of the grievance over the ultimate discipline.
3. Suspension may be used as an additional step in the corrective action process at the Employer's discretion.

G. Step 4 - Termination

In the event of another violation and/or a recurrence of a previous violation within twelve (12) months of the final notice or disciplinary suspension, whichever is later, the employee may be terminated.

Article 17: Grievance Procedure

A. Applicability

To promote better Employer-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the procedure to be utilized for resolving disputes of allegations by the Union or the employee of violations of this Agreement. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

B. Direct Dealing

1. If there is a breach of any provision of this Agreement affecting employee or group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between Employer and employee without the approval of Union staff the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.
2. Employees are encouraged to resolve disputes arising within the confines of this agreement directly with their supervisor. If the employee wishes, he or she may request the presence of a witness and such witness may be a fellow employee or a union steward. Such resolution is not binding on future situations. If the employee is unsatisfied with the response, he or she may appeal the decision through the grievance process. The Union and the Employer agree to be bound by the timelines in the grievance process unless it is mutually agreed to extend them.

C. Step 1

1. The grievance must be filed with Human Resources, immediate supervisor or manager, by either hand deliver or e-mail, within seven (7) business days after the grievant knew or should have known of the alleged violation. If a discharge, then the employee has an additional twenty (20) business days to file a grievance but if the grievance is filed after the initial seven (7) business days, then the remedy, if it includes make whole, would not cover any period between when the discharge occurred and the grievance is filed.

2. The grievance must be in writing and include a written explanation of the alleged contract violation and resolution being sought.
3. At least one day prior to the Step 1 grievance meeting, the Employer and the Union will provide the other party with any documentation supporting their position. The Union shall provide it to HR and the Employer shall provide it to the Union staff. Nothing prohibits either party from making relevant and necessary information requests.
4. The Step 1 grievance meeting shall take place within seven (7) business days of the filing of the grievance. Such meeting will include grievant(s), union steward, Supervisor, and Manager.
5. The supervisor or manager will provide a written response to the Union and the employee within 5 business days following the Step 1 grievance meeting.
6. If the response is not acceptable to the grievant and Union, it may be appealed to Step 2.

D. Step 2

1. Appeals to Step 2 must be made within seven (7) business days of receiving the response at Step 1. The appeal is made to the Human Resources
2. At least one day prior to the Step 2 grievance meeting, the Employer and the Union will provide the other party with any additional documentation supporting their position. The Union shall provide it to HR and the Employer shall provide it to the Union staff. Nothing prohibits either party from making relevant and necessary information requests.
3. The Step 2 grievance meeting will include the grievant(s), union steward, union staff, and Property Services Director or designee. Such meeting shall take place within five (5) business days of the Employer's receipt of the appeal.
4. The Employer will provide a written response to the Union and the employee within five (5) business days following the Step 2 grievance meeting.
5. If the response is not acceptable to the grievant or Union, it may be appealed to Step 3.

E. Step 3

1. Appeals to Step 3 must be made within seven (7) business days of receiving the response at Step 2. The appeal is made to Human Resources.
2. At least one day prior to the Step 3 grievance meeting, the Employer and the Union will provide the other party with any additional documentation supporting their position. The Union shall provide it to HR and the Employer shall provide it to the Union staff. Nothing prohibits either party from making relevant and necessary information requests.
3. The Step 3 grievance meeting will include the union staff and the Employer's Vice President of Human Resources or designee. Such meeting will take place within five (5) business days of receipt of the appeal. VPHR will provide a written response within five (5) business days after the Step 3 grievance meeting.

F. Arbitration

1. If the grievance remains unresolved at Step 3, the Union may choose to refer the matter to arbitration. This choice will be made known to the Employer within seven (7) business days of the Employer response at Step 3.
2. The parties shall select from a list of nine (9) arbitrators requested from the Federal Mediation and Conciliation Service, each of whom shall be a member of the National Academy of Arbitrators. Unless otherwise agreed, the parties shall alternately strike names from the list. The final name left shall be the arbitrator.
 - a. The parties must agree upon the selection of an arbitrator within 7 business days of receipt of the list of nine (9) arbitrators. If a party refuses to participate in the timely selection of an arbitrator, the other party may select the arbitrator from the FMCS list.
3. Arbitration Hearing: The hearing shall continue until both parties have presented any witnesses and exhibits necessary to support its case. Unless the parties agree otherwise, after the close of hearing each party shall have the right to file post-hearing briefs. The arbitrator will issue his or her decision within thirty (30) calendar days after the close of the hearing, and, if briefs are filed, within thirty (30) days of receipt of the briefs.

- a. Upon mutual agreement of the parties, for a particular grievance the parties will use the following Expedited Arbitration process in lieu of the arbitration described above:
 - i. The Arbitrator will be notified that the arbitration must be held within thirty (30) days of the Arbitrator's selection; and,
 - ii. The Union and the Company will each be allotted TWO (92) hours to present its case to the Arbitrator. This includes opening and direct and cross examination of witnesses. Additionally, at the end of the hearing, the Union and the Company shall each have the right to present a brief closing oral argument of no more than fifteen minutes.
 - iii. The Arbitrator will render a decision within the same day after the close of the presentation of evidence. Within seven (7) calendar days, the Arbitrator shall supplement his/her decision by issuing a written explanation of the basis for the decision rendered.
4. The arbitrator's decision shall be final and binding on both parties. The arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto. Arbitration shall be set for a date no later than 90 days from date of the grievance, unless mutually agreed by both parties, or unless the selected arbitrator is not available within this time period. The decision shall be made within the scope and terms of the Agreement, and shall be final and binding on both parties. The arbitrator shall not have the authority to add to, detract from, modify, or amend this agreement.
5. If either party wants a transcript of the non-expedited arbitration hearing, the party requesting the transcript will bear the cost. The parties agree that said transcript constitutes the official record of the hearing only if the requesting party makes the transcript available to the arbitrator and non-requesting party at no cost.

Article 18: Joint Labor-Management Committee

- A. The parties shall establish a joint labor-management committee which will meet on paid time no less than bi-monthly, or at the request of either party. The committee shall discuss working conditions, training, promotional opportunities, improving labor-management relations, personal appearance, and similar topics.
- B. There shall be three (3) union members released for the meetings to be named by the union. The Union shall select at least one union member who is in the armed security classification and at least one Union member who is in the unarmed security classification. One Union representative may participate.

- C. Labor- Management Meetings shall be scheduled within fourteen (14) days of being requested by either party. Anything said within the joint-labor management committee meeting shall not be subject to the grievance procedure or disciplinary procedure.
- D. Nothing in this provision waives the Union's rights to file a grievance over any actions taken by the Employer that the Union believes violate the Agreement. This is not a step in the grievance procedure.

Article 19: Union Access

- A. Union stewards shall have access to company break rooms to talk to employees during their company break periods, or in any locations where employees take breaks and lunch.
- B. Union staff shall have the right to talk to employees during their company break periods or non-work time, in any locations where the union staff has access.
- C. Once a month during employees' paid time at a time mutually agreeable between the Union and the Employer, the Union shall be permitted thirty (30) minutes for a meeting with those employees who have begun employment since the last union orientation. The thirty (30) minutes shall be uninterrupted and HSS management personnel shall not be present in the room during the orientation. If an interruption occurs due to emergency or immediate need for operational issues, the remainder of the thirty (30) minutes shall be allowed after the interruption.
- D. The Union shall have the right to a reasonably-sized locked bulletin board, supplied by the Union, in each break room where the Employer has a bulletin board. On these bulletin boards the Union may post notices that are not disparaging of HSS, its clients, its services or affiliated Companies.

Article 20: Wages

- A. The Employer may submit one annual request to the City of Denver on or before March 31st of every year beginning in 2017 for the City to consider adjustments to bill rates for Employer for the next calendar year. Any bill rate increases are most often provided at the beginning of a calendar year, with corresponding payments beginning 60 days later.
- B. Upon Employer receipt of any rate increases from the City of Denver, Employer will calculate additional funds available to enhance employee wages and benefits. The Union/bargaining group shall indicate to the Employer the manner by which the members have chosen (either by consensus or majority vote) any resulting enhancements to be applied. Any resulting wage or benefit increases will be enacted after the Employer receives increased payments from the city.

C. Wage Table:

Title	Seniority	2018	2019	2020
Armed 1	<1 Year	16.01	16.33	16.66
Armed 2	1-3 Years	16.38	16.71	17.04
Armed 3	3+ Years	16.80	17.13	17.47
Security Agent 1	<6 mo.	13.96	14.24	14.52
Security Agent 2	<6mo.-1 Year	14.44	14.73	15.03
Security Agent 3	1-3 Years	14.82	15.11	15.42
Security Agent 4	3+ Years	14.88	15.17	15.48

Wage increases will be retroactive to January 2018 upon ratification of the contract.

Article 21: Call In and Reporting Pay

If an employee reports to work a scheduled or unscheduled shift, and the employer does not provide at least ninety (90) minutes' notice prior to the start of the shift that there is no work for that shift, the employee shall be paid for three (3) hours work. The same provision shall apply if an employee starts work and is released from work at the initiative of management prior to three (3) hours of time worked.

Article 22: Acting Pay

Acting pay shall be offered on a fair and equal basis to unit members who meet the qualifications for the acting assignment. Acting assignments shall be voluntary. When acting, unit members shall receive the base salary of the classification in which they are acting for two (2) consecutive hours or more.

Article 23: Overtime

- A. Overtime will be paid at time-and-a-half (1 ½) for all time worked after forty (40) hours in a work week.
 - 1. If an employee is required to work more than twelve (12) hours in one work day, he or she will be paid at time-and-a-half (1 ½) for any time after twelve (12) hours, regardless of whether the employee worked forty (40) hours in that week.
- B. Scheduling Overtime: see Article 14B.

Article 24: Jury Duty/Subpoena as Witness

- A. Any employee who is required to report for jury service or subpoenaed as witness in a trial on days he/she is otherwise scheduled to work shall be paid the difference between the fee received for jury duty/witness and the amount he/she would have earned working the hours for which he was scheduled at the straight time hourly rate.
- B. The employee is required to provide proof to the Employer of jury duty or the subpoena and for jury duty this includes receipt of the fee.

Article 25: PTO

- A. Employer provides a benefit of Personal Time Off (PTO) to full-time employees to compensate during an absence from work due to vacation or personal reasons. Employees accrue PTO as follows:
 - 1. Upon completion of one year of full-time employment: 40 hours will be deposited for use.
 - 2. During second year of full-time employment, accrue 1.845 hours per pay period (48 hours/year).

3. During third year of full-time employment, accrue 2.155 hours per pay period (56 hours/year).
4. During fourth year of full-time employment, accrue 2.462 hours per pay period (64 hours/year).
5. During fifth year of full-time employment, accrue 3.075 hours per pay period (80 hours/year).

Article 26: Holidays

- A. The following holidays shall be recognized for all employees on the days on which they are legally observed:

New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas

- B. If the employee works on a holiday, in addition to that day's pay, he/she will be paid an additional $\frac{1}{2}$ his/her hourly wage for all hours (or portions thereof) actually worked on that holiday.

Article 27: Catastrophic Leave

HSS provides catastrophic leave (CL) to full-time employees beginning after the first year of full-time employment; provide full pay during periods of illness or injury, and for bereavement. A full-time employee is given forty (40) hours of CL following the first year of full-time employment and accrues 1.54 hours per pay period worked thereafter. PTO/CL hours can carry over from year to year up to 160 PTO hours and 200 CL hours. HSS has the right to request proof of illness or injury if an employee uses CL.

Either 16 hours of approved PTO or 16 hours of approved CL can be used towards illness without incurring an occurrence as long as the Employee has that time available.

Article 28: Union Leave

- A. Union stewards shall be allowed to attend the grievance meeting or the meeting pursuant to an Article 16. Section B request during work hours.
- B. Union stewards will be allowed to attend up to two steward trainings, unpaid, per year. No more than three (3) workers will be called off for training at a time. Union must provide a minimum of two (2) weeks written notice for training.
- C. Other than Executive Board, steward training, and collective bargaining, up to three (3) workers at a time can be granted unpaid leave for Union business:

1. Without loss of seniority rights or benefit accrual.
2. With two (2) weeks written notification.
3. For up to sixty (60) days at a time, extendable by mutual agreement.

Article 29: Personal Leave Without Pay

In addition to other specific HSS Leave policies, employees may request a Personal Leave of Absence when compelling circumstances require an extended absence from work. Granting such leave is at the employer's discretion and subject to the needs of the business.

Article 30: Healthcare and Benefits

A. The bargaining unit Employees will remain covered under the same health insurance plan as all other HSS employees.

1. If the Employer decides to offer any additional plans during the term of this Agreement, the Employer shall provide the Union with sixty (60) days' notice prior to the intended implementation the additional Plan and its Plan design and the parties shall meet to negotiate the employee monthly contributions. No additional Plan may be implemented prior to the Employer and Union reaching agreement on such contribution amounts.
2. In the event that a law, rule or regulation, implemented after the effective date of this Agreement, substantially changes health insurance benefits, benefit levels or plan design of the current plan or of other plans which would potentially become available to the employer and/or employees as a result of governmental action, including changes affecting co-pays and deductibles, the Employer shall notify the Union of such change at least sixty (60) days prior to its implementation, and upon the Union's request, meet with the Union discuss its impact on the bargaining unit employees. The employer shall furnish the Union with appropriate information regarding the impact and cost of the changes. The parties shall make good faith efforts to alleviate any adverse impact in coverage/cost to the unit employees and the employer.

Article 31: Additional Benefits

The Employer will continue to provide to employees the following benefits: Voluntary Hospital Plan, Short Term Disability, Long Term Disability, Life and Accidental Death and Dismemberment Plans, and 401K as each is currently offered to employees.

Article 32: Layoff

- A. The Employer shall provide the Union at least three (3) weeks' notice prior to any layoff, unless there are extreme conditions, in which case the Employer shall provide notice as soon as they are aware that layoffs shall occur due to such extreme conditions. Such notice shall list the number of layoffs within each classification and the date(s) of such layoffs.
- B. Layoffs shall occur as follows:
 1. Employees shall have the right to volunteer to be laid off. If more employees volunteer than the number of layoffs, then such volunteers shall be taken in seniority order.
 2. If there are an insufficient number of volunteers, then
 - i. Part-timers shall be laid off before any full-time employees. This could mean full-time employees having to accept part time positions.
 - ii. Layoffs shall be within classification of job assignment.
 - iii. Layoff shall be in reverse seniority order within the classification.
 3. Laid off employees shall have two (2) years recall rights and shall be offered employment to any open position within the unit in classification seniority order. While any employees are on the recall list the Employer shall not hire any employee from the outside to fill any open position unless all employees on the recall list have been offered the opportunity to fill that position.
 - i. Recall notices shall be sent by certified mail to the last address that the employee has provided to the Employer and a copy of such recall notice shall be provided to the Union at the time the notice is sent.
 - ii. An employee shall have ten (10) business days from receipt of such notice to accept the recall or such employee loses the opportunity for recall.
 4. Seniority for the purpose of accrual of time off and pay treatment will be the employee's original date of hire (i.e. latest hire date performing supervisory or non-supervisory work at DGS with the current employer or predecessor employer(s)) less the time the employee was on layoff. Seniority for all other purposes will be based on the original date of hire (i.e. latest hire date performing supervisory or non-supervisory work at DGS with the current employer or predecessor employer(s).)

Article 33: Management Rights

- A. The Employer retains the exclusive right to manage the site; to direct, control, and schedule its operations and the workforce and to make any and all decisions affecting the business, subject to any provisions of this Agreement. The Union recognizes and agrees that, except as specifically limited by the provisions of this Agreement, the Employer

maintains sole and exclusive right to manage its business in such a manner as the Employer shall determine to be in its best interest. The Employer's right to manage its business includes, but is not limited to, the sole and exclusive right to: hire, promote, non-disciplinary demote, layoff, reassign for cause, and direct employees, suspend, discharge or discipline employees for just cause; select and determine the number of employees, including the number assigned to any particular work; increase or decrease the work force; direct and schedule the work force; determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance by employees of the Employer; promulgate, notify all employees affected, and enforce reasonable rules and regulations, policies and procedures, governing the conduct and action of employees during the work hours; select and determine the need and number of supervisory employees; establish, determine content of, and implement training programs; establish work schedules and assignments; set standards of performance of the employees; determine the work to be performed, qualifications, staffing, job content, the employee's performance and methods to be employed; administer drug and alcohol tests in accordance with HSS Drug and Alcohol policy; establish quality, production and work standards; determine and re-determine job content and any classifications that are required; and determine the qualifications of the employees and to maintain safety and efficiency and order.

- B. The choice, control and direction of all supervisory and management staff shall be vested solely and exclusively in the Employer.
- C. In the event of any conflict between a provision of this Agreement and a written policy or procedure stated in the HSS Employee Handbook, the provision of this Agreement shall prevail.

Article 34: No Strike

- A. During the term of this Agreement, neither the Union nor employees will engage in, instigate, cause, sponsor, encourage or take part in any strike, slowdown, concerted reduction of production, sympathy strike, and/or jurisdictional strike. During the term of this Agreement, the Employer will not engage in a lockout of any employees. During the term of this Agreement, the Union will not picket or boycott the Employer over disputes that are subject to the grievance and arbitration provisions of this Agreement.
- B. Neither the Union nor employees will recognize any picket lines established by the signatory union or other crafts for any reason, including any type of grievance, jurisdictional dispute, contract expiration, substandard wages or recognitional purposes. In the event of such picket line by another labor group, the employees will remain on the job for the protection of life, limb, and property, including the security and

safety of the building or public and shall not be required to assume the type of duties outside the scope of this Agreement.

- C. In the event of a breach of Section 1 or Section 2, above, upon notice from the Employer the Union shall immediately instruct the involved employees that their conduct is in violation of the contract, that they may be disciplined up to and including discharge, and instruct all such persons to quit the offending conduct and take all reasonable means to end the breach.
- D. Any resort to the Grievance Procedure shall be limited solely to determine whether such employee engaged in the prohibited conduct herein. The Arbitrator shall have no authority to modify the discipline for violation of Section 1 and/or Section 2.
- E. If the Employer elects to pursue any remedies it may have as a result of a breach by the Union of this Article in any court of competent jurisdiction, the court and not the arbitrator shall determine the breach, damages, and other appropriate relief.

Article 35: Savings Clause

In the event the courts should decide that any clause or part of this Agreement is illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other provisions of the Agreement.

Signatures

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signatures of their authorized representatives this 10 day of March, 2018.

For the Employer:

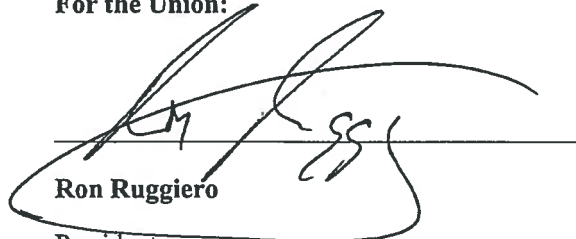


Tony York

Chief Executive Officer

HSS Inc.

For the Union:



Ron Ruggiero

President

Service Employees International Union
Local 105, CTW, CLC

