

AGREEMENT

This agreement is made and entered into at Denver, Colorado by and between ISS Facility Services, Inc., (hereinafter referred to as "Employer" or "Contractor") and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 105, affiliated with the Service Employees International Union, CTW/ CLC, (hereinafter referred to as the "Union").

Whereas, the Contractor recognizes the Union as the sole collective bargaining agent for their window cleaning employees at Denver International Airport.

Whereas, the parties hereto agree to establish terms and conditions upon which members of the Union shall work for the employer.

Now, therefore, the parties hereto agree as follows:

ARTICLE 1

JURISDICTION

- A. The Employer agrees to consider to hire qualified persons from the Union who are out of work, prior to hiring from outside sources.

ARTICLE 2

NON - DISCRIMINATION

- 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. Neither the Employer nor the Union shall discriminate for or against any employees or applicant for employment covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation or disability. 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, religious creed, national origin, age, sex, sexual orientation or disability.
- B. The Employer agrees to treat every employee with respect and dignity.
- C. All bargaining unit employees and Employer supervisors shall maintain a work environment that is free of all forms of harassment. Further, the Employer agrees to develop and post a policy regarding harassment, and train all employees and supervisors regarding said policy.

ARTICLE 3

UNION RECOGNITION

- A. The Employer hereby recognizes the Union as the sole collective bargaining agent for the employees coming under the jurisdiction of the Union. The Employer agrees that all employees

who are now, or who hereafter may become employed in any of the classifications listed hereunder or related classification shall as a condition of employment become and remain members and be subject to jurisdiction of the Union.

B. It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members, on the effective date of this Agreement, shall, on or immediately after the thirtieth day (30) following the date of this agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall on or immediately after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

C. The Employer shall give to each new employee the Union application for membership card and payroll deduction authorization form for withholding of the Union dues, at the time of hire. These 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 fails to comply with the Union security requirements, the Employer will refer the new hire to the Union and notify the Union immediately.

D. Once a month the Contractor shall furnish a list to the Union of all employees in the shop. Such list shall include workers' names, addresses and seniority date and shall be furnished on the 75th of each month.

E. Union Stewards and / or representative will be allowed unpaid time during work hours to provide a fifteen minute orientation for all new employees who have not been referred by the Union.

ARTICLE 4

CHECK - OFF

A. The Employer agrees to a check - off for the payment of Union dues and initiation fees, and to deduct such payments from the wages of all the 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. Dues are currently set at 2.25% of gross, regular (straight time) wages.

B. The regular dues for regular employees shall be deducted from each and every paycheck. For newly hired regular employees, one-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. The balance of the initiation fee shall be deducted from the employee's first paycheck in the following month. In the event an employee terminates their employment before their initiation fee has been completed, the amount necessary to complete the initiation fee shall be deducted from the terminal paycheck. For temporary or casual employees, the Employer will check-off the required dues and forward the amount to the Union once each month in the month following

that in which the work was performed. In no event shall such dues deducted by the Employer for temporary or casual employed exceed the regular monthly dues that are paid by the regular employees.

C. All sums deducted for monthly dues, initiation fees, and voluntary COPE shall be remitted to the Union no later than the 25th day of the month after which such deductions are made together with a list submitted electronically in a mutually agreeable data base format, specifying the following:

1. For each employee for whom dues/initiation deductions are made, the employee's name, amount of said deduction(s) and the last 4 digits of the employee's social security number.
2. The amount and type of deduction for each employee
3. The gross, regular pay for the applicable period.
4. An 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.
5. The names, addresses and social security numbers of all employees whose names are listed on the check-off for the first time during that month.

D. In the event that the Employer fails to deduct and remit the proper Union Initiation fees or dues, or fail to comply with any of the terms of this Agreement, and notwithstanding any other provision of the Agreement, shall have the right to take any legal action the union may consider necessary.

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

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

ARTICLE 5

PAY

- A. The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Company by the bank with respect to any employee grievance or where the Union has reasonable grounds to believe that the Company is not adhering to the terms of this Agreement and the Company shall make the timecard and payroll records available to the representative of the Union upon request at any time within six (6) months from the date paid.
- B. The Contractor will furnish each employee with a statement of gross wages, hours, overtime, withholding tax, social security, and all other items either added to or subtracted from the bi-weekly pay check.
- C. The Contractor shall designate the pay day as every other Friday. Not less than four (4) hours shall be paid for any one call. Any employees reporting for work at the time designated by the Contractor shall be permitted to work for at least four (4) hours, provided that this shall not apply if the employee has been instructed otherwise on the day before.

- D. In case of injury on the job, any employee shall be paid for the time she/he actually worked, and if the injury is not the result of his/her own negligence or previous injury, she/he shall receive pay for all un-worked hours for that day.
- E. Overtime assignments shall be awarded on the basis of seniority. The most senior employee shall have the right to request the overtime assignment. If he has bid for an assignment in the last 90 days the assignment will be awarded to the next most senior employee who requests the assignment. In the event that no employee volunteers for the assignment, the least senior employee will be required to stay. Employees shall not be compelled to work overtime more than once in 90 days unless all employees have been compelled to work overtime.
- F. All employees receiving journeyman wages at the time of the execution of this Agreement shall continue to receive journeyman wages as long as they are in the employment of the Contractor.
- G. If the Employer makes an error on an employee's paycheck, the Employer will, upon written notice from the employee, 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 issue a replacement check within five (5) working days for any error of **fifty** dollars (\$50.00) or more, the Employer shall pay the employee a ten-dollar (\$10.00) penalty for every day the replacement check is late, not to exceed twice the amount of the error.
- H. Paychecks: Employees shall have the option of direct deposit or the Pay card Plan offered by the Employer.

ARTICLE 6

OVERTIME PAY

- A. Any time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week shall constitute overtime and shall be paid at the rate of time and one-half (1 1/2X). Double (2X) time shall be paid for all hours worked on Sundays.
- B. This double (2X) time provision shall not apply for regularly scheduled night shift hours after 10:00 p.m. on Sunday night.

ARTICLE 7

HEALTH AND WELFARE

- A. Effective December 1, 2013, the Company will contribute 100% of the monthly premium for individual health insurance coverage, the Company will contribute 75% of the monthly premium for employee plus one health insurance coverage, and 75% of the monthly premium for employee plus family health insurance coverage. For those employees who are enrolled in employee plus one or Family health insurance coverage as of December 1, 2013, the Company will contribute the following monthly amounts for 2014:

Employee Plus One/2 Party: \$687.23

Family: \$980.21

The parties recognize that health insurance plans are not static. Accordingly, no significant change will be made to the existing plans until such change and reasonable alternatives have been discussed with a "Health Care Committee." At a minimum, the Health Care Committee will consist of one representative, each, from the Company, the Union, a bargaining unit employee, and a non-bargaining unit employee. The Company will not reduce benefits (including increases in deductibles, prescription costs and co-pays) so long as the average per capita health care costs do not increase more than 10% annually. In the event those costs increase more than 10%, the Company will notify the Health Care Committee, which will consider and recommend changes to the plans to deal with such increases.

- B. The Company will notify the union three (3) months in advance of the open enrollment period. The Company agrees to advise the union regarding any change in health care costs, level of benefits or insurance carrier.
- C. The employee portion of health insurance costs will be deducted from the employee's paycheck.

ARTICLE 8

SAFETY

- A. The Employer agrees to comply with all applicable laws and regulations in regard to safe equipment and working conditions on all jobs.
- B. All ladder work fifteen (15) feet or over in height shall be done with regulation ladders and not less than two (2) employees shall be detailed to this work, and no employee shall be required to work more than four (4) hours continuously on ladders.
- C. Upon reasonable notice, the employees may inspect equipment thoroughly for defects on the Contractor's time. If a controversy should develop as to the soundness of the equipment, the Contractor as well as the employee may call on the Union Safety Committee to settle the dispute. If the decision of the Committee does not satisfy either the employee or the Contractor, the State Safety Division of the State of Colorado or the OSHA enforcement officer shall be called in and its decision shall be binding on both parties.

D. The Employer must carry Worker's Compensation Insurance for every employee pursuant to this Agreement, must carry public liability and property damage insurance pertaining to his/her work as a window cleaner, and must furnish the Union with a copy of the certificates of Worker's Compensation Insurance and public liability and property damage insurance.

E. There will be a safety meeting at least one time per month on each shift.

ARTICLE 9

TOOLS AND EQUIPMENT

The Contractor shall furnish all tools and equipment to perform the operation of the trade, but the employees shall be responsible for said tools and equipment during working hours. Each employee shall sign a wage release for full value of personal tools furnished him/her, which provides for tools lost, through negligence, and shall be deducted from wages. Provided adequate receipts are provided to the Employer, employees will be reimbursed up to \$25 per year for **Equipment**.

ARTICLE 10

NO STRIKE CLAUSE

A. There will be no strike by the Union and no lockout by the Company during the term of this Agreement.

B. 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 line established because of a strike authorized by the Denver Area Labor Federation, AFL/CIO and/or Colorado AFL/CIO, provided such authorized strike and picket line relates to protected activities by the employees of the Company, as a party to this agreement or to activities against another employer who has been struck by his employees, where the strike has been ratified or approved by their representative whom such employer is required to recognize under the law.

ARTICLE 11

HOURS

A. Forty (40) hours shall constitute a week's work to be worked in five (5) consecutive days of eight (8) hours each day. One-half (1/2) hour paid lunch and two fifteen (15) minute paid breaks shall be included in said eight (8) hours. Any work performed in excess of forty (40) hours per week or eight (8) hours per day for the same Employer shall be paid for at the rate of time and one-half (1 1/2X). When computing overtime, a holiday not worked shall be counted as a day worked.

- B. The hours of work shall be considered from the regular starting time of the shop until the employees report back to the shop unless instructed to report at a different time or place by the Contractor.
- C. Upon Company approval one employee may trade shifts with another for periods of time which are agreeable to the Employer. Such approval shall not be unreasonably denied. Said "shift trade" is to be mutually agreed upon by both employees. Employer reserves the right to limit the number of shift trades to one at a time. Such approval shall not be unreasonably denied. If more than one employee on a given shift wishes to trade shifts at the same time (i.e. same period), preference shall be granted on the basis of seniority.
- D. Present hours of work or conditions will not be reduced except where mutual agreement is reached between the parties or in the event the City and County of Denver, by through its agents requests a reduction in work hours. The parties agree to bargain in good faith over the implementation of such reduction.
- E. Sub-contracting of work covered by this Agreement to companies not covered by a collective bargaining agreement with Union, or to any individual is prohibited. No employee shall be offered, requested or allowed to sub-contract any work from the Company.
- F. The Company shall not enter any agreement with an account which will in any way limit the right of the account to hire the employees of the Company or the right of the employees to accept such employment, following termination of the Company's services by the account.
- G. Employees on layoff and extra employees shall receive preference over all hires in the event the Company hires employees.
- H. No work permit shall be issued to any employees of any company which is not a party of this Agreement. This does not preclude a Union member from working for a non-union contractor.
- I. The Union shall have the right to conduct an investigation, including their inspection and auditing of any books or records of the Company and at any job location, building or establishment, in order to determine whether any provisions of this Article have been violated. The Company will endeavor to make such information available to the Union, within (5) five working days of the Union's request.
- J. In the event the account which this agreement covers is awarded to another contractor, the Company will furnish the Union with a list of the Union members employed in the performance of said account. Said list will include hours, wages, seniority date, vacation eligibility, accrued sick time and benefit level of said Union members. Said list will be provided to the Union within (2) two weeks of the above referenced account being awarded to another contractor.

ARTICLE 12

HOLIDAYS

New Year's Day	Thanksgiving Day	President's Day
Independence Day	Christmas Day	Memorial Day
Labor Day	Veteran's Day	Martin Luther King's Birthday

- A. Employees will not be eligible for holiday pay until they have completed ninety (90) days continuous service, unless the employee is required to work on said holiday.
- B. Providing employee has worked the previously scheduled day before and next scheduled day after a holiday (unless absent because of proven illness with written doctor's note, or because of emergency), the employee will receive eight (8) hours holiday pay.
- C. Employees working on a holiday will receive eight (8) hours pay if eligible per paragraphs A and B above, plus receive the rate of time and one-half (1 1/2x) for all hours worked on the holiday. This provision shall not apply if an employee voluntarily takes off another day instead of the scheduled holiday.
- D. If a holiday falls on the employee's regularly scheduled day off, an additional day off with pay shall be granted the day before or the day after the employee's regularly scheduled day off

OTHER PAID DAYS OFF

- E. Anniversary Date: Employees with one (1) year or more continuous service, with the company, will be eligible to take their anniversary date of employment off with pay. Employees will have the option to take an alternative day off with pay if they do not specifically want their anniversary date of employment off with pay. The employee is to notify management at least one (1) week prior to their anniversary date as to their decision to take this day or an alternate day off with pay. If the employee's anniversary date falls on a non-work day (i.e., Saturday, Sunday) employee may elect to take the next immediate work day off with pay or choose an alternative day as outlined above.
- F. Floating Day Off: Employee's with one (1) or more continuous years of service will be eligible to take two (2) float days off with pay per year. A day off with pay must be requested at least one (1) week prior to the date employee wishes to be off Barring the Company's assessment that it is operationally necessary for an employee to work on the day(s) employee has requested to be off, said request will not be denied.

ARTICLE 13

LEAVE OF ABSENCE

- A. Application for a leave of absence shall be made in writing ten (10) days in advance by an employee requesting leave, and leave of absence, if granted, will be approved in writing. Such approval shall not be unreasonably denied. Authorized leave of absence for any purpose shall

not affect previously accumulated vacation time or tenure. No benefits, with the exception of tenure, will accrue during a leave of absence. Seniority shall continue to accrue during the first thirty (30) days of an authorized leave of absence.

B. Employees who have been in the employ of the Company for at least three (3) months may request a leave of absence in writing. Such leave of absence without pay shall not exceed ninety (90) days; except when the Company extends the leave for cause. Should the Company grant such leave, permission shall be in writing setting forth the dates of such leave. Employees in requesting a leave shall give due consideration for the Company's ability to replace workers, and report back to work on the agreed date, termination may result unless the employee requests an extension in writing, three (3) days prior to the termination. The company will have the right to extend such leave for cause.

C. Employees returning from leave of absence of less than ninety (90) days shall be returned to their previous shift and regular work assignment. Employees returning from leave of absence greater than ninety days shall be returned to the nearest comparable assignment to that which they left.

D. Regular employees shall be granted a leave of absence without pay in cases of physical/mental disability or personal emergency occurring either on or off the job, upon presentation of medical certification or, in the case of personal emergency, upon documentation of the emergency. The Employer agrees to make reasonable accommodations for employees who are able to return to work from on- the-job injuries or on-the-job illness with restrictions related to their work. In cases where Employees have more than Three (3) consecutive years of service with the Company, the employee shall be entitled up to a maximum of twelve (12) months of Leave under this provision. Employees who have less than three (3) consecutive years of service, shall be entitled to up to a maximum of six (6) months of leave under this provision.

Note: FMLA may be included for the time period in Section D of this Article.

E. In addition to physical disability leave, family leave for employees shall be allowed, up to twelve (12) weeks family leave after birth of a child, upon adoption, or to care for a sick family member shall be granted without pay to employees with three (3) months or more of continuous service. The replacement shall be on a temporary status. An employee returning from maternity leave shall furnish doctor's release verifying her ability to fulfill her normal duties.

F. For all unpaid leaves except FMLA, if the employee commences the leave after the 15th day of the month, the Company will pay health insurance during the first month of the leave; if the employee returns from leave before the 15th day of the month, the Company will pay health insurance during the last month of the leave; otherwise, all months will be initially paid by the Company, but the Company will then be reimbursed for those payouts by the employee. The company agrees to develop reasonable payment plans for this reimbursement. However, the employee shall have the right to cancel his/her health insurance with the understanding that she/he will not be able to re-enroll until the next open enrollment period.

G. FMLA Leave. The Family Medical Leave Act ("FMLA") makes it unlawful for any Employer to interfere with, restrain, or deny the exercise of any right provided under FMLA and to

discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. If an employee believes that his or her Employer has violated the FMLA, the employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an Employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. The Company will comply with all applicable requirements of the Family and Medical Leave Act and applicable state law. The FMLA requires private employers with fifty (50) or more employees to provide eligible employees up to twelve (12) weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. Leave to care for a covered recovering injured or ill military service member is the exception to the 12-week rule. In this circumstance, leave may be up to twenty-six (26) weeks, but not to exceed a combined total of twenty-six (26) weeks of all type of FMLA leave. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave. Although it is not required to do so by the FMLA, The Company allows employees on necessary medical leave to extend their leave by five (5) days for each year of service that they complete after their sixth year of service. Job-protected medical leave will not be extended beyond twenty-six (26) weeks, unless otherwise required by law. Furthermore, any leave that an employee is entitled to under state law will run concurrently with the extra medical leave provided by the Company under the policy described in the preceding sentence.

ARTICLE 14

SICK LEAVE

- A. Each employee shall accumulate one (1) day of sick leave, with pay, for each calendar month of employment. Sick leave will be paid beginning on the first (1st) day of illness for employees, to care for sick family members, or for any other leaves covered by Article 13, Section E.
- B. Any unused sick leave shall be paid on their last pay check of the calendar year. At the employee's option, he/she will be allowed to carry over up to four (4) days of sick leave per year. The employee shall notify the Employer in writing by December 1st if he/she wishes to carry over any sick leave.
- C. Any employee who terminated his/her employment with the Employer shall receive cash payment for all accrued sick leave days with the final pay check.
- D. The Employer may require a doctor's slip for absences in excess of two (2) days, if the Employer has a reasonable doubt as to the validity of the employee's illness.

ARTICLE 15

WAGES AND CLASSIFICATION

Wages scales and classification shall be set forth in Appendix "A" which is part of this Agreement.

ARTICLE 16

SENIORITY

- A. Seniority is defined as continuous employment within the bargaining unit, from date of hire, or continuous employment within the bargaining unit at the locations of employment specified in this Agreement, whichever is longer
- B. Seniority shall prevail in all classifications covered by the Agreement and shall apply to vacation scheduling, promotions, layoffs, shifts, or reductions in staff. The last employee hired shall be the first to be laid off and the last to be rehired. Employees shall accrue seniority from the first day of employment. Shifts shall be re-bid by seniority at least twice a year in March and September of each year, with the new shifts taking effect the first Monday of the following month. Shift assignments shall be awarded to the senior bidders considered qualified by management to perform the work. Any change in the hours or days of the shift assignments between the March and September re-bids will be posted, offered and awarded by seniority.

ARTICLE 17

DISCIPLINE AND DISCHARGE

- A. The employer shall discipline or discharge employees only for just causes. The employer shall issue a disciplinary notice within seven (7) days of the offense or the employer's knowledge of the offense. The employer shall notify the Union of all disciplinary actions, and the reasons therefore at the time of notification of the employee or as soon thereafter as practicable.
- B. The first thirty-five (35) working days of employment shall serve as a probationary period, during which time no cause for discharge needs to be shown.
- C. An employee shall have the right to have a shop steward 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 employee of this right, and will, at the employee's request, contact the steward (or Union representative) to be present at any such meeting. If the steward or Union representative is not available the employee may choose a representative of his/her choice. Such representative will be on the same shift and from the same company.
- D. Disciplinary notices shall be removed from the employee's file six (6) months from the date of issuance, and returned to the employee. Any employee shall have the right to inspect his/her personnel file, upon request to the project manager, who will establish a mutually agreeable time for the employee to inspect his/her file.
- E. The employer shall have the right to implement reasonable work rules. The employer agrees to meet with the union to discuss and negotiate any changes in work rules and implementation.
- F. When an employee is suspended with no prior disciplinary action due to the severity of the infraction, then the employee may be placed on a ninety (90) day probation for that infraction only.

- G. The Employer shall not discipline employees for absences caused by a hardship where the employee's absence was due to verifiable circumstances beyond the employee's control. Absences in this category shall be limited to not more than (4) occurrences in a year. If available, Employees will be required to use paid vacation days for such absences. If such paid time is not available, the employee may still use these days as described.

ARTICLE 18

SHOP STEWARDS AND DISCRIMINATION

- A. The Union or the employees in each shop may elect from the workers in the shop of the Contractor, one or more workers who shall act as shop stewards, who will see that the conditions of this Agreement are observed. The Contractor agrees not to discriminate in any way against the shop steward or any employee because of their membership in, or active support of the Union.
- B. Union Leave: Employees designated by the Union to attend Union-sponsored events will be allowed to take a leave of absence without any loss of seniority rights, including their current work assignments, not to exceed ninety (90) days. Such leave may be extended upon approval from the Employer. Notice of such leave must be made at least one (1) week in advance. The employee shall notify the Employer at least twenty-four (24) hours prior to their return to work.

ARTICLE 19

UNION ORGANIZER/REPRESENTATIVE

- A. Union representatives, pursuant to notification, shall be permitted to visit the operation coming under this Agreement for the purpose of observing conditions under which the employees are working, provided such visits shall not interrupt the work of such employees. In the event that the Union needs to have an employee released from work, the Union will give written notification (by fax or e-mail) to the Manager of the shift, 24 hours in advance or, in the event of an emergency, as much time as is practicable, of when and for how long the employee is needed; the Company will not unreasonably withhold consent.

ARTICLE 20

VACATIONS

- A. Employees who have been employed continuously by the Employer or at the locations of employment specified in this Agreement for a period of one (1) year, shall be entitled to a vacation of three (3) weeks with pay. Employees who have been employed continuously by the Employer or at the locations of employment specified in this Agreement for a period of five (5) years shall be entitled to a vacation of four (4) weeks with pay.
- B. This vacation entitlement will be accrued on a monthly basis. However, only employees with more than one year service will be allowed to schedule vacation time off.

- C. Any employee who is laid off, terminated or who resigns is entitled to prorated vacation pay as follows:

EXAMPLE: 6 months = $6 / 12$ ths of his/her vacation pay.

- D. The vacation pay shall be paid at the employee's current rate of pay, to the employee upon the date of lay off, termination or resignation.
- E. Employee's with ten (10) or more years continuous service and who are eligible for four (4) weeks vacation, may at their option receive two (2) weeks time off with pay after completing six (6) months of service in the current anniversary year.
- F. Employees will be eligible to roll over 1 week of vacation each anniversary year. This means that in no anniversary year an employee will have more than one week in excess of those accrued for that year.
- G. Employees shall be solicited during December of each year for their vacation preferences for the coming year. Such vacation requests shall be granted on the basis of seniority. The Employer shall post all approved vacations by January 15th. Any request submitted after December will be considered by date of request. The Employer will not deny vacation request unless necessary for legitimate operational reasons. At the conclusion of the vacation period, the employee will return to his / her normal weekly schedule and assignment.
- H. The last hiring date of the individual employee shall determine his/her eligibility for vacation. Vacations shall be taken at any time after the employee's anniversary hiring date, but prior to his/her next anniversary hiring date, unless prevented by extenuating operational circumstances. In such cases, the employee will be allowed to carry over, the unused vacation.
- I. Employees shall receive their vacation pay on the regular payday following when vacation is taken, unless there is agreement otherwise between the Employer and the employee. Unless prevented by extenuating operational circumstances, vacations must be taken in the year following when it is earned.
- J. 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 additional day of vacation with pay.

ARTICLE 21

MISCELLANEOUS BENEFITS

- A. All employees will be enrolled in a 401k plan. Beginning January 1, 2009 the Company will contribute \$.30 per hour worked into said 401k plan. If a 401k plan is not available Company will pay above amount toward an IRA.

ARTICLE 22

SAFETY AND ENVIRONMENT COMMITTEE

- A. The Employer and the Union agree to establish a Union-Management Work Safety and Environment Committee which shall meet, upon request of either party to discuss matters pertaining to safety and working conditions.

ARTICLE 23

GRIEVANCE AND ARBITRATION

A. Any grievance or dispute concerning the interpretation or application of this agreement may be submitted as a grievance. Written notice of a grievance shall be given to the company within seven (7) working days of the occurrence.

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

Step 1: The Company's manager shall meet, within seven (7) working days of notification by the Union, unless mutually agreed. The step 1 meeting shall be held, with the shop steward and the grievant, unless mutually agreed otherwise, and attempt to resolve the dispute. If the grievance is not resolved, the company representative shall issue his/her answer to the grievance, in writing, within five (5) working days. If the dispute is not resolved, a second meeting may be requested, in writing, within five (5) working days of the company's written response.

Step 2: The second meeting shall be held no later than five (5) working days following the Union's request for a step 2 meeting, unless mutually agreed by both parties. At this meeting the Union field representative, the grievant, and the shop steward, shall meet with the ISS Labor Relations Manager, unless mutually agreed otherwise. The company representative shall issue his/her answer to the grievance, in writing, within five (5) working days. If the dispute is not resolved at the step 2 meeting, the Union may notify the Company, in writing, within twenty (20) working days of the step 2 answer, of its desire to proceed to arbitration.

Arbitration: The party requesting arbitration shall request a list of arbitrators within five (5) working days of notifying its intent to arbitrate. In the event the parties are unable to agree upon the selection of an arbitrator, the Federal Mediation and Conciliation Service shall provide the Union and the Company with a list of seven (7) arbitrators. The grieving party shall have the first strike privilege. The parties must agree upon the selection of an arbitrator within ten (10) working days of receipt of the list of seven (7) 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. 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 150 days from occurrence, unless mutually agreed by both parties, or unless the selected arbitrator is not available within this time period. The arbitrator shall not have the authority to add to, detract from, modify, or amend this agreement.

C. If either party fails to advance the grievance within the time limits specified in the agreement, the grievance shall be settled based upon the proposed remedy or the last position of the other party.

D. Grievances may be filed by the employer, with the Union President, for alleged violations of the agreement by the Union.

E. Nothing contained in this Article shall prevent an employee, the Union, or the Company from taking such action, including legal action, that may be required to enforce any terms or conditions of this agreement.

ARTICLE 24

BEREAVEMENT LEAVE

A. A. When a death occurs in the immediate family of an employee, he/she shall be granted a leave of absence with pay, three (3) days in state, five (5) days out of state. Immediate family is defined as: spouse, domestic companion, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents, daughter-in-law, son-in-law, grandchildren. Employees who are not able to travel out of state due to economic hardship but can demonstrate that a death has occurred in the immediate family of the employee, shall be eligible for three (3) days' pay for funeral/bereavement leave.

B. The Employer reserves the right to ask for reasonable proof of death, and relationship.

ARTICLE 25

MANAGEMENT RIGHTS

A. 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, are the right to plan, direct, 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 proper cause, and to relieve employees from duty because of lack of work or other legitimate reasons.

ARTICLE 26

SAVINGS CLAUSE

A. Notwithstanding any contract language to the contrary, the parties to this Agreement understand and agree that the language of this Article will supersede and replace any contrary or inconsistent language found elsewhere in the Agreement

Prevailing Wage

B. Both parties agree that the Union will submit any negotiated contract changes regarding wages, benefits or other economic provision to Denver's Career Service Authority immediately

following their effective dates. Both parties agree to act in concert for the purpose of effectuating any required change with the Career Service Authority as it applies to the prevailing wage rates, benefits, or other economic provisions for Window Cleaners.

C. The Union agrees to work with the Company to avoid any disparity between the economic terms of this Agreement and the Career Service Authority prevailing wage schedule issued annually. Therefore, the parties to this Agreement further agree that if the wage, benefit or other economic provisions to which the Company will be obligated to are different in any respect from the wage, benefit or other economic provision contained in the City and County of Denver Prevailing Wage or bid solicitation, then: the Employer or the Union may give notice of its immediate intent to reopen the contract solely with regards to such disparity. The parties agree that upon receipt of such written notice of contract reopener that both sides will immediately, and in good faith, attempt to negotiate a resolution to the disparity issue referenced above. If after thirty days no agreement can be reached, the Employer may implement its last offer regarding the resolution of the above referenced disparity, and the Union can strike over this issue.

ARTICLE 27

ASSIGNMENTS

- A. The parties agree that in the event that the ownership of the Employer is changed by sale, merger, or any other manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the contract of the successor Employer. The Union likewise binds itself to hold this contract in force to its termination and agrees that no part of this Agreement shall be assigned to any labor organization without the consent of the parties hereto.

ARTICLE 28

TERMS OF AGREEMENT


This Agreement shall become effective as of December 1, **2017** and shall remain in full force and effect through November 30, **2021**, unless either party has served notice, in writing, upon the other party sixty (60) days prior to November 30, **2021**.

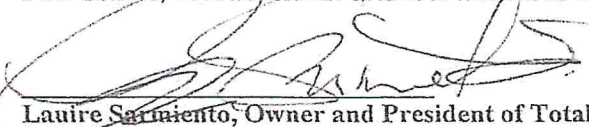
Appendix "A" set forth hereinafter, is incorporated as a part of this Agreement and shall have the same effect as though fully set forth herein.

All Side Letters, LOAs, MOUs and other Agreements not modified in the Tentative Agreements in November, 2013 bargaining will be carried over to this Agreement and shall remain in effect for the duration of this Agreement as outlined above.

IN WITNESS WHEREOF, the parties below named have signed their names and affixed the signatures of their authorized representatives as of the date(s) noted below.


For the Companies

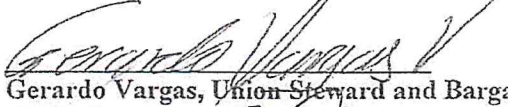

Phil Collins, Vice President of Labor Relations and Legal Services, ISS

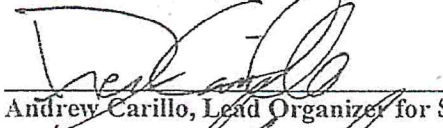

Laurie Sarmiento, Owner and President of Total Access Solutions

For the Union


Perry Stone, Bargaining Committee Member for SEIU Local 105


Joe Gifon, Union Steward and Bargaining Committee Member for SEIU Local 105


Gerardo Vargas, Union Steward and Bargaining Committee member for SEIU Local 105


Andrew Carillo, Lead Organizer for SEIU Local 105


Ron Ruggiero, President of SEIU Local 105

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION FOR WINDOW CLEANERS

The current wage rate of **\$24.79** will be in effect through 12-31-17.
For the duration of the Agreement the wage rates will be increased as follows:

<u>Date</u>	<u>Wage Increase</u>	<u>New Base Wage</u>
1-1-18	\$0.65	\$25.44
1-1-19	\$0.60	\$26.04
1-1-20	\$0.60	\$26.64
1-1-21	\$1.00	\$27.64

Shift Differential:

Employees working on the night shift shall be awarded a shift differential of **\$0.85** per hour worked.

Note: All wage increases become effective on the first day of the first full pay period following the above dates.

DIFFERENTIALS:

High Time: **\$1.85/hr.** over base. (Work at least 21 feet above the floor or the base being cleaned)

Training pay: **\$0.25 / hr.** over base.

Working Lead: **\$1.75/hr.** over base (above highest paid employee under supervision).

PARKING: The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.

ECOPASS: Company will provide an ECOPASS to all bargaining unit employees beginning January 1, 2009.