

AGREEMENT

between

ROTH PROPERTY MAINTENANCE, LLC

and

SERVICE EMPLOYEES INTERNATIONAL UNION.

LOCAL NO. 105

Effective: October 1, 2016 through October 1, 2020

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LOCAL NO. 105

EFFECTIVE: October 1, 2016 through October 1, 2020

This Agreement, made and entered into this 1<sup>st</sup> day of October 2016 , at Denver, Colorado, by and between Roth Property Maintenance, LLC (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.”)

WHEREAS, the parties hereto desire to establish terms and conditions upon which employees shall work for the Employer and to establish that the Employer, Union and employees will treat each other with respect and dignity;

WHEREAS, the parties hereto desire to establish non-economic terms and conditions that are consistent with the Master CBA where applicable and the parties agree they will follow any non-economic changes to the Master CBA that are identical in the following CBA at the termination of this Agreement.

Now, therefore, the parties hereto agree as follows:

ARTICLE ONE

UNION RECOGNITION

A. The Employer recognizes the Union as the sole collective bargaining agent for all of its employees working in Buildings or Facilities of more than 50,000 square feet owned or operated by the City and County of Denver (hereinafter referred to as “City”) and for which Employer has been contracted by the City to provide janitorial services; but excluding, clerical employees, management employees, sales personnel, guards and supervisors as defined in the National Labor Relations Act.

If a unit employee is assigned by the Employer to perform work in a Building or Facility that is not within the Union’s jurisdiction, that employee is still part of the bargaining unit and covered by the contract while performing such work.

B. Other related janitorial companies: This agreement is intended to encompass, and shall be for the benefit of, all related companies, subsidiaries, joint ventures, and partnerships of the Employer that perform janitorial contract work for the City. {Note: the purpose of this is to include all related janitorial companies.}

C. RESERVED

D. Previously Non-Union Buildings or Facilities: The following has been agreed to by the Employer and the Union with regard to Buildings or Facilities within the jurisdiction of this Agreement not currently covered by a collective bargaining agreement with the Union.

1. The Employer agrees to recognize the Union as the bargaining agent for the employees at the Building or Facility at such time as the Union demonstrates that it represents a majority of employees in the Building or Facility.
2. The Employer agrees that it shall allow access to the Building or Facility in accordance with Article 5, Section C.
3. The Employer agrees that following valid recognition, as described in paragraph 1 above, this Agreement will apply.
4. The Employer shall be the sole judge as to the staffing levels needed to service the Building or Facility.
5. The Employer will maintain its neutrality as described in the Responsible Contractor Agreement (attached as Appendix C) on the issue of Union representation

E. Supervisors shall not perform bargaining unit work except in emergencies or where other conditions exist which are beyond the control of the Employer. Supervisors who regularly perform bargaining unit work shall be designated as working leads and shall become part of the bargaining unit except that at Buildings or Facilities within the jurisdiction of this Agreement that have three or more unit employees the Employer may use one supervisor to perform bargaining unit without designating that supervisor as a working lead or become part of the bargaining unit. Working leads shall not have any right or authority to discipline employees. Working leads can provide documentation to employers addressing the conduct underlying the discipline. When a supervisor is unavailable, a working lead may send an employee home who is engaged in serious misconduct (drunk, violent, theft, etc.) For all Employer's Buildings or Facilities at the time of execution of this Agreement there shall be no changes in operations nor a reduction in bargaining unit hours as a result of this provision.

ARTICLE TWO

NON-DISCRIMINATION / IMMIGRATION

- A. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.
  
- B. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, religion, creed, age, sex, sexual orientation, national origin, ancestry or citizenship. Additionally, the Employer and the Union agree to comply with federal laws concerning immigration.
  
- C. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on the basis of physical or mental disability. The Employer may take the necessary steps to provide reasonable accommodation to comply with the Americans with Disabilities Act -Amendment Act (ADAAA), notwithstanding this Agreement. If the Union disagrees that such actions were necessary, the parties will proceed to expedited arbitration within sixty (60) days of the filing of the grievance.
  
- D. Translation. All meetings and written communications wherein work rules and similar instructions are being given to workers will be translated into Spanish. Whenever practicable, all meetings and written communications wherein work rules and similar instructions are being given to workers will be translated into other languages understood by the workers covered by this Agreement. The Union will cooperate with the Employer

to arrange for translation of such documents.

- E. The Employer will not make any work rule that requires English language proficiency as a condition of employment. The Employer may require English language skills which are specifically necessary for the performance of an employee's work assignment and where reasonable accommodation cannot be made.
  
- F. The Employer will notify the Union of any investigation conducted by the Department of Homeland Security or any of its related or successor agencies and/or Department of Labor. Employees shall not be disciplined, suffer loss of seniority or be otherwise adversely affected by a lawful change of name or social security number. The Employer agrees to comply with applicable immigration and related laws, and to extend its reasonable cooperation and assistance to employees and the Union in connection with such matters.

The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Department of Homeland Security or any of its related or successor agencies without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give the employee, pursuant to Article 16, a leave of absence for a period of up to ninety (90) days and return the employee with no loss of seniority provided the Employer is still in the Building or Facility. The Employer may grant an additional ninety (90) day extension to the absence, if the request is made in writing and the employee provides proof that documents are in process within the original ninety (90) day period. The Employer may grant an

additional extension to the absence at its discretion if the employee request is made in writing with proof that additional time is required. The Employer may require documentation of appearance at such proceedings and/or updated documentation of valid authorization to work in the United States. The Employer may condition the extension on the employee notifying the Employer of the status of his/her proceedings at least every thirty (30) days during the extension. The employee shall not be entitled to benefit accrual during the above leave period. All of the above shall be in compliance with existing laws.

A 'no match' letter from the Social Security Administration (SSA) shall not itself constitute a basis for taking any adverse employment action against an employee. Upon receipt of such a letter, the Employer shall notify the employee and provide the employee with a copy of the letter and inform the employee that he or she should contact SSA. If the employee presents a new Social Security Number, the Employer will follow its normal practice concerning verifying Social Security numbers, unless required otherwise by the Building or Facility.

- G. The Employer agrees to be bound by the Sexual Harassment Policy listed in the attached Appendix B.

### ARTICLE THREE

#### HIRING AND EMPLOYMENT

- A. Following compliance with the Colorado Labor Peace Act, every employee covered by this Agreement must, for the life of this Agreement, on or after the thirty-first (31st) day

of employment or the effective date of this Agreement, whichever is later, become and remain a member in good standing of the Union as a condition of employment. For the purposes of this paragraph, “good standing” means the tendering of the uniform initiation fees and uniform dues charged by the Union.

- B. Any employee who fails to comply with Paragraph A, immediately above, shall upon receipt by the Employer of a written request from the Union and expiration of a thirty (30) day grace period thereafter without such compliance, be immediately discharged by the Employer. The Union agrees to indemnify the Employer against any liability resulting from this paragraph.
- C. In the event the Employer uses an employment agency as a source of new employees, any fee charged by the agency will be paid by the Employer.
- D. The Employer will, at the time of hire, inform each employee who comes under this Agreement of the employee’s obligations under Paragraph A above. The Employer will maintain its neutrality on the issue of union membership.
- E. The Employer will present each new employee with the Union’s application for membership card and payroll deduction authorization form for withholding of Union dues, at the time of hire. The Union agrees to provide the aforementioned forms to the Employer. Union membership application card and payroll deduction authorization form for withholding dues completed by the employees and returned to the Employer more than five (5) days prior to the date the Employer remits dues for

the employee pursuant to Article 6 Section C will be forwarded by the Employer to the Union not later than such date the Employer remits dues. Failure of the Employer to provide the union membership application and payroll deduction authorization form to the employee will result in the Employer paying the Union all lost dues and fee revenues that the Union can establish as a result of the Employer's failure.

- F. Hiring. The Employer shall notify the Union of known or planned job vacancies whenever practicable. The Employer will give first consideration to qualified applicants referred by the Union.
  
- G. Probationary Period. Each new employee shall serve a probationary period of thirty (30) days during which time they may be discharged by the Employer without assignment of cause. The employee shall not have recourse to the grievance or arbitration procedure.
  
- H. The Employer will not discriminate in work load or work assignment based on familial relationships. . For grievances alleging violations of the section or section 7 G, the grievance shall not be heard by a family member.

#### ARTICLE FOUR

##### EXTRA WORK

- A. When extra work is assigned due to absenteeism, extra hours will be allotted to complete that work or adjustments will be made to the normal cleaning schedule, whenever practicable. If floaters are employed and available they will be called in to substitute for workers who are absent.

- B. Workload-- There shall be no speedups, or increase in the workload so as to impose an undue burden upon any employee covered by the contract. The Employer further agrees there shall be no unreasonable workload increase without a corresponding increase in hours. The Employer and the Union agree that the employers and union will form a labor management committee to discuss the work load issues facing the parties.

## ARTICLE FIVE

### UNION REPRESENTATIVES

- A. Stewards -- The Union may appoint or elect stewards as necessary. The Union shall promptly notify the Employer of the names and locations of newly appointed stewards, and in any case, within ten (10) calendar days after appointment. Such stewards will not be harassed and/or disciplined for performance of their Union responsibilities. Stewards will be paid at the regular straight-time rate for time spent attending investigatory, disciplinary, or grievance meetings scheduled by the Employer during the stewards work time. Stewards will be allowed extra work time if necessary to complete their work or to lower their work load due to the performance of their Union duties, when such Union duties are with the permission of the Employer. Stewards will not perform Union duties on the Employer's time without permission of the Employer.
- B. Steward Training -- 1. One (1) steward per Building or Facility with five (5) or more employees, will be given one (1) day paid leave per year to attend a Union sponsored training program.

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

The Employer agrees that within five (5) working days of receipt of such written notice from the Union, the Employer shall respond to the Union representative who requested the visit by e-mail indicating whether the requested appointment in the City's Building or Facility is granted. If the Employer rejects the requested time and or location, it shall provide a reason and offer a reasonable alternative time and or location for the appointment. If the Employer fails to respond to the Union representative's request by email within the five (5) working days of receipt of such written notice, then the Union may send a second request by email. If the Employer fails to respond as required under this section within three (3) working days of the second request, then the Employer shall pay a penalty of \$25 per day to the Education Fund until the response as required under this section is received by the Union.

The Employer shall submit to the Union via e-mail a notice designating one (1) person to

receive and respond to such requests from the Union and may also designate up to three (3) others to be copied on all requests from the Union. Any change by the Employer of any of these designations shall be via e-mail and will not affect any pending requests. Failure of the Union to send such requests to all designated persons shall result in such request being automatically denied.

The Union shall not have the right to access those Buildings or Facilities (or any floors or locations therein) which are not open and accessible to the general public or deemed secure by the City, unless specific approval is given as described above.

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

- D. Union Leave -- Employees designated by the Union will be allowed to take a leave of absence without any loss of seniority rights, including their current work assignment, not to exceed a total of thirty (30) days in a calendar year. Such leave may not be taken in more than five (5) two (2) day periods, with the balance of the leave to be taken in not less than five (5) day periods. Written notice of such leave must be made at least ten (10)

working days in advance and the Employer shall notify the Union in writing within five (5) days of receipt of the request as to whether such leave request is approved. If the Employer fails to respond within this five (5) day period, the Union may send a second request via certified mail. If there is no response to that request within a five (5) day period, the requested leave is granted. Additionally, Union Executive Board members shall be granted leave to attend Executive Board meetings, delegates to the Union national convention shall be granted leave to attend the national convention and participants in collective bargaining sessions to negotiate changes to this Agreement shall be granted leave the day before and the day of the bargaining sessions. The number of participants allowed leave for collective bargaining shall be limited to ½ of 1% of the Employer's employees or three (3), whichever is greater, Such approval will not unreasonably be denied. Employees will notify the Employer, in writing, at least 24 hours prior to their return to their regular job. The return to work date must be specified at the time employees request such leave.

- E. Where allowed by the City and when practicable, the Employer will furnish reasonable space on a bulletin board at each Building or Facility for use by the Union. Such space will be located in an area adjacent to other employee notices. Union postings shall be restricted to the following types:
- a. Notices of Union recreational or social affairs of a nonpolitical nature;
  - b. Notices of Union elections, appointments and results of Union elections;
  - c. Notices of educational opportunities; and
  - d. Notices of Union meetings.

## ARTICLE SIX

### CHECK-OFF

- A. The Employer agrees to check-off for the payment of union dues, initiation fees, and not more than one political or civic engagement campaign fund and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of the 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. The Union may not change the designated political or civic engagement campaign fund more than once during the term of this Agreement. In the event the Union directly collects any signed authorization, the Employer agrees to accept a scanned pdf document of said authorization to make deductions pursuant to this Article.
- B. The regular dues for regular employees shall be deducted from each paycheck. For newly hired regular employees, half of the full initiation fee and the first dues payment shall be deducted from the employee's first regular paycheck in the first calendar month following thirty days of employment. (For example, an employee hired in June would have these deductions made from the first regular paycheck paid in August.) The balance of the initiation fee shall be deducted from the employee's first paycheck in the immediately following month.
- C. All sums deducted in accordance with this Article shall be remitted to the Union not later

than the 25<sup>th</sup> day of the month after which such deductions are made together with one (1) list, submitted electronically in a mutually agreeable data base format, specifying the following for each employee for whom the Agreement applies:

1. By Building or Facility address: the employee's name, address, phone number, seniority date, hire date, the Employer's unique identification number (in the event the employer uses social security numbers as the unique employee identifier, then just the last four digits of the social security number will be used), wage rate and hours of work.
2. The amount and type of deduction for each employee, as well as their gross, regular pay for the pay period.
3. The fringe benefit amount paid, if any
4. A signed application for membership for all employees whose names are listed on the check-off for the first time during that month to be sent electronically, by fax, or by regular mail. The Union application form shall include notice to employees of the amount of the initiation fees and dues.

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

- D
1. Within ten (10) work days of when requested by the Union, the Employer shall provide the Union, with a list of each building that it has a contract to clean within the

Union's jurisdiction, listing the building name, address, zone, total square footage of the building, and whether presently organized or not. The Union shall not request such information more than four (4) times per calendar year.

2. Beginning the twenty-fifth (25<sup>th</sup>) day of December 2016 and continuing by the twenty-fifth (25<sup>th</sup>) day of each month thereafter, the Employer agrees to provide the following information to the Union:

a. All buildings that the Employer has a contract to clean that it did not have a contract to clean in the previous month. This includes newly constructed buildings and newly contracted buildings. The information shall list: the building name, address, zone, total square footage, first day of service, and whether presently organized or not.

b. All buildings that the Employer does not have a contract to clean that it did have a contract to clean in the previous month. The information shall list the building name, address, last day of service, and incoming contractor (if known).

E. In lieu of (a) and (b) above, the Employer shall provide one active building list, including the building name, address, zone, total square footage, and designation if not organized.

F. New Buildings or Facilities: If the City permanently assigns a new Building or Facility to the Employer, and such Building or Facility is within the jurisdiction of this Agreement, the Employer shall inform the Union in writing no later than the third day of its operation at such Building or Facility. Similarly, if the Employer loses a Building or Facility that it had a contract to clean with the City and such Building or Facility is within the jurisdiction of this Agreement, the Employer shall inform the Union in writing no later than three days after it has learned that it is losing the contract to clean that Building or Facility.

G. The Union shall have the right to conduct an investigation, including the inspection and

review of payroll records and time cards for up to one (1) year previous to the request date for all employees, including building supervisors, in any Buildings or Facilities cleaned by the Employer within the Union's jurisdiction, in order to determine whether any provisions of this Article have been violated. Should this investigation discover any violations during this one (1) year period, then the Employer shall make any bargaining unit employee whole for any losses of wages suffered as a result of the Employer's violations, including interest on the amount owed (at the current NLRB rate) for such losses and make the Union whole for dues and fees not properly remitted. If the losses include back pay, then union dues and fees not properly remitted to the union on this back pay shall be deducted from any amount of back pay owed to the employee. If the loss does not include back pay and there is a loss of Union dues and fees not properly remitted, then the Employer shall make the Union whole for such losses.

- H. All refunds of member dues will be handled by the Union.
- I. The Union agrees to hold harmless and to indemnify the Employer, including reasonable attorneys' fees and costs, for any actions or claims arising out of the withholding of deductions pursuant to this Article.

## ARTICLE SEVEN

### MAINTENANCE OF PRESENT WORKING CONDITIONS

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

It is the intent of this Article 7, Section A to placate Union concerns that this Agreement,

as such, would be used as the authority to alter working conditions, hours, or rates of pay previously in effect at the time the Agreement is executed. It is further understood that any rights or flexibilities previously possessed by the Employer - whether exercised or available but not exercised shall not be restricted or affected in any way by this language.

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

1. Reorganization of a work group, section, floor or Building or Facility staff;
2. Technological changes;
3. Change in method(s);
4. Change in cleaning specification(s); and/or
5. Underutilization of existing work force.
6. Budget and hours authorized by the City.

Any layoff resulting from 1-6 above shall be handled through attrition or by reducing the least senior employee(s) from the Building or Facility in accordance with Article 13 Section E.

C. Subcontracting of work covered by this Agreement is prohibited except where the City contract requires the use minority and small businesses. When subcontracting to minority and small business is required, Contractor shall only sub-contract such work to companies that agree to be bound by the same wages, fringe benefit amounts and other working terms and conditions as the employees covered by this Agreement, unless prohibited to do so by the City The Employer will use its best efforts to subcontract work that is not within the jurisdiction of this Agreement.

- D. The Employer agrees that if an employee is removed from the Building or Facility by the City, the Employer shall provide the Union with any written communications from the appropriate City representatives outlining the reason for such removal. If the City does not provide any such written communication, the Employer agrees to provide the Union in writing its understanding of the City's reasons for removal. The Employer agrees to present all evidence received from the Union to the City refuting the allegations and provide the Union with any response from the City.
  
- E. The Employer will develop an emergency call procedure so that employees shall be notified as soon as possible in the event they receive an emergency call at work.
  
- F. Cleaners shall not be required to work above five (5) steps of a ladder and shall be prohibited from window cleaning, with the exception of partition glass, door and side window glass.
  
- G. The Employer shall make normal work assignments to all employees with more than thirty (30) days of seniority and will not reassign such employees from their normal assignment for arbitrary or capricious, or discriminatory reasons, including familial relationships.

## ARTICLE EIGHT

## HOURS AND OVERTIME

- A. Due to the City's specifications and scheduling, some Buildings or Facilities may need different labor on different days of the week. Employer will work with the employees and the Union to establish mutually agreeable schedules that whenever possible, promote shifts that are 4 or more hours per day or 20 or more hours per week.
  
- B. Employer shall follow the overtime and work hour's rules as established by the City prevailing wage schedule in effect at the time the hours are worked. The current schedule requires the payment of overtime for all hours worked over 7.5 per day or 37 hours worked per week. All overtime shall, at a minimum, be compliant with federal, state, and local laws. For employees who do not take fringe, the fringe amount is not part of his/her hourly rate for purposes of calculating overtime. The fringe amount will be paid at straight time for all hours worked.
  
- C. RESERVED
  
- D. The Employer will distribute required overtime or extra time, including working on holidays, to qualified employees by building or facility within the classification on a voluntary basis by seniority and, if necessary, assign the work in reverse order of seniority. A list of employees requesting overtime or extra time will be maintained and assigned on the basis of seniority. Employees who request additional hours will be increased as additional time becomes available and when practicable for the Employer to make the accommodation when workers terminate employment.

- E. There shall be no pyramiding of overtime or other premium rates under this Agreement.
  
- F. If the Employer assigns a bargaining unit employee to perform work at a non-union building or facility during his/her regularly scheduled hours at a union building(s), the employee shall be covered by this contract during that work, including being paid at his/her contractual wage rate and those hours shall count toward his/her full-time status. If the Employer requires that employee to work more than forty (40) hours in any week, whether those hours are partially in buildings that are non-union, then the Employer shall pay the employee overtime as required by the overtime provisions in the Prevailing Wage.

## ARTICLE NINE

### WORKING CONDITIONS AND JOB EXPENSE

- A. The Employer agrees to observe and comply with all federal OSHA laws pertaining to occupational health and safety.
  
- B. The Employer shall carry workers' compensation insurance for each employee coming under the terms and conditions of this Agreement. In the event of an injury to a bargaining unit member, the Employer shall provide the employee with a copy of the injury report within seven (7) calendar days of the injury. Nothing herein shall prevent an employee from providing a copy of the injury report to the Union.
  
- C. Employees will not be required to perform work that is unsafe or dangerous to their

safety. Employees who fail to wear protective safety devices or use safety equipment shall be subject to discipline. The Employer will attempt to keep first aid equipment on the premises for any superficial or minor injuries. In the event an injury requires medical attention, the employee will be released to seek treatment at a medical facility approved by the Employer.

- D. All employees shall be provided with periodic training and such supplies, tools, machinery, and equipment without cost to the employee, which are necessary for the employee to perform the job.
- E. No employee will be disciplined for reasonably refusing to perform unsafe or dangerous work. When an employee reasonably believes that he/she is being asked to perform unsafe or dangerous work, he/she will consult with the supervisor who will investigate whether the employee has a reasonable right to refuse to do the work.
- F. A list of chemicals in use at the workplace shall be posted in a place, which is easily seen and often frequented by the employees.
- G. When an employee works during a rest period at the request of the Employer and does not receive a rest period, the employee shall receive additional pay for such time.
- H. If the Employer requires uniforms or special overalls or special work shoes for its employees, the Employer shall furnish such clothing. The Employer will not require

deposits for uniforms.

- I. If the facilities and the building manager permit, the Employer shall maintain a secure area and soap and towels for employees. It is understood and agreed that the Employer is not responsible for the replacement of stolen or misplaced property of employees.
- J. Employees shall not be liable for accidental breakage provided such breakage is reported as soon as possible, but not later than the end of the shift on which the breakage occurs, if possible.
- K. Any employee required to move from job to job in the course of his/her duties on a single shift shall be paid for such time as spent traveling plus transportation cost, unless otherwise provided for by both parties in writing.
- L. Any employee who works in a higher classification and rate of pay will receive such pay for all hours worked in the classification.
- M. The Employer agrees to supply, maintain, and replace all tools, equipment, cleaners, polishes, rags, brushes, brooms, wax, etc. necessary for the employees to perform their duties. The Employer shall furnish rubber gloves upon request.
- N. Unless otherwise specified in the City Prevailing Wage, all employees working less than six (6) hours shall be entitled each four (4) hour shift to a fifteen (15) minute uninterrupted rest period; employees working six (6) hours or more, but less than eight

(8) hours shall receive two (2) ten (10) minute uninterrupted rest periods; and all employees working eight (8) hours shall receive two (2) fifteen (15) minute uninterrupted rest periods. Employees working seven (7) or more hours shall receive a thirty (30) minute unpaid lunch period.

- O. In case of work where scaffolds are used, employees shall have the right to refuse to work when requested by the Employer; such refusal by employees shall not be construed to be grounds for discharge or violation of any article of this Agreement.
- P. Whenever practicable, the Employer will provide reasonable equipment and/or assistance from supervisory personnel for the removal of heavy containers, including those used for recycle materials, if necessary.
- Q. No involuntary polygraph or similar testing of workers will be allowed.
- R. If there is parking within the building or facility but it is not provided to employees, upon the Union's request, the Employer will meet with the property manager to discuss allowing employees to use parking within the Building or Facility.
- S. Employees shall be provided reasonable access to water or the Employer shall allow employees to bring their own water to work, but the Employer may restrict where the water may be taken within the Building or Facility, in which case the Employer will not unreasonably restrict the employee's access to the water.

ARTICLE TEN

PAY PRACTICES

- A. Appendix A, attached to this document, is the current prevailing wage rate schedule for each class of employees performing work for the Employer as of the date of this Agreement. The wage rates are subject to change during the term of this Agreement where the City issues a new prevailing wage rate schedule. At all times, the wages shall be equal to the current City prevailing wage rate schedule.
  
- B. All disbursements for wages shall be made pursuant to the terms and conditions of the City prevailing wage schedule or City contract.
  
- C. The Employer shall make the current time cards, payroll records and sign-in sheets, not older than six (6) months, available to the Union Representative upon reasonable request.
  
- D. Where an employee's work shift is cancelled by the employer two hours or less prior to the start of the scheduled shift, employee shall be paid a minimum of the scheduled hours for that shift.
  
- E. RESERVED
  
- F. RESERVED

## ARTICLE ELEVEN

### HOLIDAYS

- A. The City Buildings or Facilities may be open or closed on various holidays based on different agencies observations of City, State and Federal holidays. Employees will be paid time and a half for all hours they are required to work on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day.
- B. Holiday pay is part of the fringe benefit section of the Prevailing Wage, including the option for the Employer to either pay cash fringe or offer benefits using a fringe benefit conversion schedule. The Employer has the obligation to work with the City to ensure the Prevailing Wage is administered properly, including submission of fringe benefit conversion schedules as necessary to remain in compliance with the City's rules and expectations. The employee therefore shall receive either:
- i. Fringe, paid as "cash in lieu of benefits".
  - ii. A conversion schedule to the "cash in lieu of benefits" where paid holidays are offered as a bona fide benefit for the federal holidays of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day. If converted on an approved fringe conversion with the City's prevailing wage office, then the employee will be paid regular time for their normal shift that would have been worked but for the holiday.
- C. When requested by the Union, employer will provide conversion schedules for employees under this Agreement. Those building specific holidays as published by the City shall be

observed as holidays without pay for all regular full-time and regular part-time employees.

For employees with one year of service or more, the Employer shall grant two personal holidays. Such holidays shall be scheduled, in writing, at least two weeks in advance and with the written approval of the supervisor.

- D. Pay for holidays not worked when converted from Fringe shall be at the employee's regular rate of pay. Employees working a regular schedule shall receive the same amount of pay for the holiday as she/he would receive if she/he had worked. Those working the stated holidays shall be paid at the rate of time and one-half (1-1/2) for all hours worked on the holiday in addition to their regular day's pay. Only employees who have completed their probationary period shall be eligible for holiday pay or premium.
- E. All holidays shall be observed on the official days as set by the Federal Government regulations.
- F. Where an employee takes paid holiday instead of Fringe, and a holiday falls on the employee's regular 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. The Employer may, however, at its option, pay an additional day's pay for said holiday in lieu of granting an additional day off with pay.

- G. Holidays, whether worked or not, shall be counted as time worked for overtime purposes.
- H. The employee must have worked both the regularly scheduled shift immediately preceding and following such holiday, unless absent because of proven illness, documented emergency, approved personal holiday or approved leave of absence.
- I. Where an employee takes paid holiday instead of Fringe, the Employer agrees to provide the site specific holiday schedule, as published by the City, upon request, but only after the City officially publishes the schedule and provides it to the Employer. If the Employer opts to modify that schedule, it shall do so seven (7) days before any holiday unless there are emergencies or other unforeseen situations. If the City opts to modify the schedule within 7 days of a holiday, the Employer will notify the employees within 24 hours of becoming aware of the change. If the employee has any paid leave due to them, they may take the time as paid time off.
- J. If the Employer, through its discretion, does not operate a shift because a Building or Facility recognizes a holiday not recognized under this Article and an employee would lose a normally scheduled day of work as a result, the Employer shall give such employee seven (7) days' written notice the shift will not be worked, in which case, upon notice to his/her supervisor the employee may choose to utilize a personal holiday if any, or unused vacation for such lost schedule day, without the normal two (2) week notice requirement. Should the Employer fail to give such employee seven (7) days' notice and it does not operate the shift, the employee will be paid for the normally scheduled day of work. Nothing herein should be interpreted to prohibit the Employer, under such circumstances

of a Building or Facility recognizing or partially recognizing a holiday not recognized under the Article, from asking employees if they voluntarily would like to take the shift off, using a personal holiday or without pay, as long as work is available to employees who choose to work.

ARTICLE TWELVE

VACATIONS

- A. Unless vacation is specifically converted in a Prevailing Wage Fringe Conversion Schedule, agreed to by the City and Employer, time taken off for vacation shall be unpaid. The Employer will grant the following vacation period without pay to all employees who have been in the continuous service of the Employer, or a predecessor building maintenance contractor, for the requisite years of service preceding the period in which the vacation is to be taken, and shall have been a regular full-time or regular part-time employee during such requisite years of service:

After the completion of One (1) year One (1) week

After the completion of Three (3) years Two (2) weeks

After the completion of Four (4) years Two (2) weeks and Two (2) days

After the completion of Five (5) years Two (2) weeks and Three (3) days

After the completion of Six (6) years Three (3) weeks

After the completion of Ten (10) years Four (4) weeks

- B. RESERVED

- C. Employees shall be given preference on the basis of seniority, whenever possible, in the

choice of vacation period. However, an employee whose vacation has been approved shall not have his/her vacation denied within sixty (60) days of the requested vacation because of a later request by a more senior employee. Upon two (2) week's written notice from the employee, vacation pay shall be made available to him/her at the pay period prior to commencement of vacation; or, at the employee's discretion, it shall be available on the payday immediately subsequent to the anniversary date of employment. Vacation schedules shall be the employee's normal work week with appropriate off days. At the conclusion of the vacation period, the employee will return to his/her normal weekly schedule and assignment. An employee may schedule vacation in less than one (1) week intervals provided the employee schedules at least two (2) days of vacation and provides the Employer with two week's advance notice. All vacation requests must be in writing and responded to by the Employer in writing within five (5) days of receipt of such request. The employer may set-up an annual bid process for granting vacation.

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

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

- F. Where vacation is specifically converted in a Prevailing Wage Fringe Conversion Schedule, agreed to by the City and Employer, an employee who is eligible for a vacation, but has not taken a vacation and who resigns, shall nevertheless be paid for his/her accrued vacation. An employee who voluntarily resigns after one or more years of service, provides two weeks written notice of his/her intent to resign, and completes the two weeks of work shall be paid prorata vacation.
- G. Whenever a holiday falls during an employee's vacation period and such holiday would be paid to the employee in the event she/he was not on vacation at the time it occurred, the employee will be given an extra day's pay or an additional day of vacation with pay at his/her option.
- H. Payroll check stubs shall separately designate vacation wages paid to employees.
- I. RESERVED
- J. The Employer shall provide vacation relief personnel whenever practicable to do so.
- K. RESERVED

L. Sick Leave

1. Each employee shall have the right to use up to seven (7) days per anniversary year of unpaid vacation for complete shifts lost from regularly scheduled work due to illness, provided the employee notifies the Employer of his/her absence pursuant to its rules. The employee must have sufficient time in their accumulated vacation or personal holidays to utilize this paragraph.
  
2. Whenever an employee calls in sick or leaves work early due to illness, the Employer shall not require any proof of illness except in situations where the Employer reasonably believes the employee may be engaged in abuse.

ARTICLE THIRTEEN

SENIORITY

- A. Seniority is defined as the total length of service with the Employer from date of hire or total length of service at the location of employment, whichever is longer.
  
- B. Where more than one employee is, in the judgment of the Employer, presently qualified, the primary factor to fill open positions shall be seniority. Any assignment to a Day position will only occur upon the approval of the building manager.
  
- C. The Employer will post all promotional opportunities for a period of three (3) working days within the Building or Facility where the vacancy occurs. Such posting shall be in a location visible to employees. If an employee desires a daily schedule with more hours

of work, he/she shall submit such desire in writing to the Employer. When a job position becomes available, the Employer will assign said job to the senior qualified employee in the Building or Facility who requested additional hours in writing. If an employee desires a different route assignment, he/she shall submit such desire in writing to the Employer. When a route assignment becomes available, the Employer will assign the first such route to the senior qualified employee in the Building or Facility who requested the route in writing. However, the second or subsequent route assignment that becomes available as a result of the initial assignment shall not be subject to this procedure. This paragraph only applies to basic cleaning positions and does not apply to Lead, Waxer, or Heavy Machine Operator positions.

The Employer will consider requests for transfer.

- D. In the event a job is lost to a non-union employer, the laid off workers, on the basis of seniority, will be recalled to vacancies and be paid the appropriate pay rate based on seniority, for that job site.
  
- E. In the event it is necessary to layoff the least senior employee(s) in a Building or Facility, such employee(s) who have been displaced may at the time: 1) accept an open position under the City Contract, or 2) if there is no open position, exercise their seniority for the purpose of displacing the least senior employee working under the City Contract. However, a part-time employee cannot displace a full-time employee under this procedure. If a full-time employee is laid off and pursuant to this procedure fills a part-time position, such full-time employee will go to the top of the full-time request list

provided for in Article 25. The least senior employee(s) displaced from work shall receive preference over all new hires in the event the Employer hires employees.

#### ARTICLE FOURTEEN

##### DISCIPLINE AND DISCHARGE

- A. Discharge or discipline shall be for cause only. Within twenty-one (21) days of termination, an Employee may request, in writing to Human Resources, that the Employer provide the reasons for his/her termination in writing within seven (7) days of receipt of such request, or as soon thereafter as practicable.
  
- B. An employee shall have the right to have a steward present at any investigatory meeting which the employee reasonably believes might lead to discipline. The employee must request the steward to be present. Additionally, upon request of an employee, a steward may be present at any meeting where the Employer imposes discipline. If a steward is not available then the employee shall have the right to have another employee of his/her choice who is working that day in the Building or Facility be present at the investigatory and/or disciplinary meeting.
  
- C. If there is inclement weather and public transportation is not available, the Employer shall not discipline employees for failure to report to work.
  
- D. The Employer agrees to have its Operations and/or Human Resource representative meet with the Union upon request to discuss issues related to treatment of employees. The

Employer will make good faith efforts to identify problems and appropriate corrective actions.

## ARTICLE FIFTEEN

### BEREAVEMENT LEAVE

- A. Bereavement leave shall be granted following the procedures and times allotted in this Article, however; the time-off shall be unpaid unless Bereavement leave is specifically specified as a benefit on a Prevailing Wage Fringe Conversion Schedule agreed to by the City and Employer.
- B. When a death occurs in the immediate family of an employee, he/she shall be entitled to a leave of absence up to two (2) days with pay. Immediate family is defined as: spouse, sister, brother, children, mother, father, grandparents, and grandchildren. The Employer may require the employee to produce reasonable evidence of an immediate family member's death. . The employee may request up to five (5) additional days of bereavement leave, utilizing unpaid leave and the Employer shall grant such request. For the death of employee's mother-in-law, father-in-law, brother-in-law, and sister-in-law, an employee may request up to seven (7) days of bereavement leave, utilizing unpaid leave and the Employer shall grant such request.

## ARTICLE SIXTEEN

### LEAVE OF ABSENCE

- A. Leaves of absence will be granted for legitimate reasons only and such leaves or extensions thereof shall not be unreasonably denied.

- B. Application for any leave of absence shall be made in writing ten (10) days in advance except in the case of a bona fide verifiable emergency. Any leave of absence, if granted, will be approved in writing setting forth the dates of such leave. Authorized leave of absence for any purpose shall not affect previously accumulated vacation time or seniority. Seniority and benefit accrual shall continue for the first thirty (30) days of any authorized leave of absence. Employees who have been in the employ of the Employer for at least six (6) months may request any leave of absence. For an authorized leave of absence, an employee may request any vacation due and owing and the Employer will pay for vacation days not taken in lieu of the employee taking the vacation.
- C. A personal leave of absence without pay may be granted for a period not to exceed one hundred twenty (120) days; except when the Employer extends the leave. Employees shall be allowed up to twelve (12) work weeks personal leave of absence after the birth of a child, upon adoption, or to care for a sick family member. (The intent of the latter provision is to extend the Family and Medical Leave Act of 1993 to employees who would not be eligible because they do not work sufficient hours.) If an employee requests a leave of absence, or extension thereof, and the Employer denies such, and the employee does not report for work during the period requested off, the Employer may terminate the employee upon his or her return, unless the employee provides documentation of a verifiable emergency on his/her return which physically prohibited him/her from reporting to work.
- D. Regular employees shall be granted a leave of absence without pay indefinitely in cases

of an on-the-job injury or illness or for up to one (1) year for an off-the-job injury, illness, pregnancy, miscarriage, childbirth or personal emergency, upon presentation of medical certification or in the case of personal emergency upon documentation of the emergency. If there is not a specific date of return for the leave of absence, the employee will notify the Employer in writing at least once every thirty (30) days regarding his/her status, unless mutually agreed otherwise between the employee and the Employer. If the employee fails to notify the Employer as specified above of the continued need for leave of absence or return from leave on the date specified, the Employer may terminate the employee. For the employee to return from a medical disability leave, the Employer requires a medical certificate verifying that the employee is able to fulfill his/her normal duties.

- E. For pre-approved leaves of absence: 1) of no more than thirty (30) calendar days, or 2) resulting from reasons allowed by the Family and Medical Leave Act of 1993 for employees with one (1) or more years of seniority, an employee will be returned to work at the same position without a reduction in hours or compensation as soon as practicable following notification to the Employer; however, no later than five (5) working days after the date specified in the leave of absence. For all other leaves of absences, an employee will be returned to work at the same or similar position without a reduction in hours or compensation as soon as practicable following notification to the Employer; however, no later than five (5) working days after the date specified in the leave of absence.

ARTICLE SEVENTEEN

JURY DUTY

- A. Employees who are called for petit jury service shall be compensated by the Employer as required by Colorado law.

ARTICLE EIGHTEEN

GRIEVANCE AND ARBITRATION PROCEDURE

- A. Any grievance or dispute concerning the interpretation or application of any specific numbered Article of this Agreement, Appendix A or Appendix B may be submitted as a grievance by either the Union or the Employer. Grievances initiated by either the Union or the Employer shall be submitted in writing to the other party within seven (7) working days of their occurrence or discovery, whichever is later, but no more than five (5) working days from the date of occurrence in the case of discharge. In the case of discharge, if a grievance is not filed within said five (5) working days, the Union shall have an additional fifteen (15) working days to file a grievance, but in such case any award of back pay or other remedy shall not apply for any period of time prior to the date the grievance is actually filed.
- B. When such notification in writing is served upon the other party as provided above, the following procedure shall be observed:
1. Step 1. The Employer's project manager or his/her representative shall meet with a representative of the Union within seven (7) working days of receipt of the written

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

2. Step 2. The Employer's Labor Relations and/or Operations Representative or his/her superior shall meet with a representative of the Union within seven (7) working days of receipt of the written appeal and attempt to resolve the dispute. The party receiving the written grievance shall give the moving party a written response within seven (7) working days of such meeting. If the moving party is not satisfied with the results, it may appeal to step three by giving written notice of its intent to do such within fifteen (15) working days.
3. Step 3. The matter shall be referred to an impartial arbitrator for decision. In the event the parties are unable to agree upon the selection of an arbitrator within five (5) days, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) arbitrators to the parties. The parties will alternately strike names from the list until the arbitrator is chosen within fifteen (15) working days of the receipt of the arbitration list.
4. The arbitrator's decision shall be final and binding on both parties hereto. The Arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement.
5. The arbitrator's fee and all incidental expenses of the arbitration shall be borne

equally by the parties hereto.

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

## ARTICLE NINETEEN

### 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 a wholly inclusive list of them, are the right to plan, direct, adopt new or changed methods of performing the work, prescribe reasonable rules and regulations and control all operations performed at the various places of business serviced by employees covered by this Union Agreement; as well as the right to direct the working force, to transfer; to hire; to demote; to promote; to discipline; suspend or discharge for proper cause, and to relieve employees from duty or lay off employees because of lack of work or other legitimate reasons.

## ARTICLE TWENTY

### ASSIGNMENTS

- A. The parties agree that in the event that the ownership of the Employer is changed by sale, merger, or in 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 consent of parties hereto.

## ARTICLE TWENTY-ONE

### SAVINGS CLAUSE

- A. If any provisions of this contract or the applications of such provisions to any person or circumstance be ruled as an “unfair labor practice,” or in any other way contrary to law, by any Federal or State court or duly authorized agency, the remainder of this contract or the application of such provision to other persons or circumstances shall not be affected thereby, and the parties will negotiate to replace such provision.

## ARTICLE TWENTY-TWO

### NO STRIKE – NO LOCKOUT

- A. For the duration of this Agreement, the Union agrees that it will not authorize, sanction, aid or engage in any strike or stoppage of work for any reason, except as provided in this paragraph or paragraph B below. Any employee who violates any of the terms of this Article may be subject to discharge from employment with the Employer or any other form of discipline. 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 by another labor organization because of a strike authorized by the appropriate County Federation of Labor or Central Labor Council and the Service Employees International Union, or for

the Union to authorize, sanction, aid or engage in any strike or stoppage of work relating to any such picket line. The Employer agrees that during the same period it will not engage in, cause, or aid in a lockout of employees covered under the Agreement, except that this prohibition shall not apply when the Union takes economic action as provided in paragraph B below.

B. Notwithstanding paragraph A above, or any other provision in the Agreement, it shall not be a violation of this agreement for the Union to engage in economic action, or cause for discipline or discharge for any employee who participated in such economic action, under the following conditions;

1. In the event the Employer fails or refuses to abide by any award of an arbitrator issued pursuant to formal or expedited arbitration procedures under this Agreement.
2. In the event the Employer fails or refuses to proceed to arbitration under the terms of this Agreement of a grievance filed pursuant to this Agreement within three months of the date that the grievance was originally filed.

### ARTICLE TWENTY-THREE

#### MEET AND DISCUSS

A. If during the term of this Agreement the Union enters into a collective bargaining agreement with an employer who has a City contract(s) to provide the same or similar

services as identified in Article 1 herein, the parties agree to meet and discuss the contractual provisions entered into with that employer that are different than provided in this Agreement.

#### ARTICLE TWENTY-FOUR

##### ALCOHOL AND CONTROLLED SUBSTANCE

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

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

An employee who has been requested to submit to drug or alcohol screening in compliance with this provision may be suspended pending receipt of the test results. If the test results are

negative, the employee shall be immediately reinstated with full back pay and no loss of benefits.

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

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

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

The sale, use, manufacture, distribution, dispensation or possession of alcohol or a non-prescribed controlled substance or being under the influence of alcohol or a non-prescribed

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

ARTICLE TWENTY-FIVE

FRINGE BENEFITS

RESERVED

ARTICLE TWENTY-SIX

HEALTH INSURANCE

- A. The Employer shall offer health insurance in compliance with the City's prevailing wage and prevailing wage conversion schedule procedures and policies. Employer shall notify Union of health insurance offered under such schedule and all eligible employees may opt into the insurance either after the initial waiting period for new hires, or during the open enrollment periods, as specified by the health insurance provider.

Union acknowledges that Employer has certain responsibilities under the Affordable Care Act to offer health insurance or face penalty, and shall not prevent Employer from offering coverage.

Employer agrees to give the Union upon request, information on who has elected coverage, the premiums paid, and the coverage options elected by the employee.

ARTICLE TWENTY-SEVEN

RESERVED

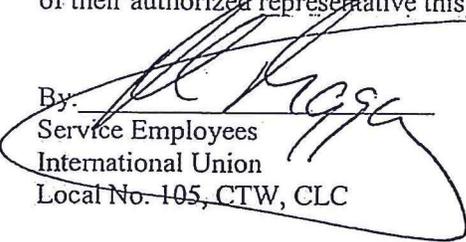
ARTICLE TWENTY-EIGHT

TERM OF AGREEMENT

This Agreement shall be effective from October 1, 2016 through October 1, 2020 and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions.

If either party elects to amend or terminate the Agreement, such party shall, on a date not less than sixty (60) days nor more than seventy-five (75) days prior to October 1, 2020 give written notice to the other party of intention to amend or terminate, and by such action the Agreement shall, for all purposes terminate as of the expiration date of the Agreement.

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signatures  
of their authorized representative this 9th day of January, 2017.

By:   
Service Employees  
International Union  
Local No. 105, CTW, CLC

By:   
(Roth Property Maintenance)  
TRAVIS A ROTH

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX A

APPENDIX B  
SEXUAL HARASSMENT

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

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

If you are aware of any violation of this policy, you should report the circumstances to the Personnel Director or the CEO.

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

APPENDIX C

**RESPONSIBLE CONTRACTOR AGREEMENT  
FOR DENVER METROPOLITAN AREA**

Between

**SEIU LOCAL 105**

and

**Roth Property Maintenance, LLC**

This Agreement (“Agreement”) is entered into by and between Roth Property Maintenance, LLC (hereinafter referred to as the “Employer”) and Service Employees International Union Local 105, (CTW) (hereafter referred to as the “Union”). The parties have entered into the following agreements:

- 1) It is the intent of the Employer to take a positive approach to the unionization of its non-supervisory janitorial employees covered by contracts that the Employer has with the City to provide janitorial services for Buildings and Facilities. The Employer will not oppose attempts by its janitorial employees to organize and sign union authorization cards. The Employer and its supervisors will not take any action or make any statement that will directly or indirectly state or imply any opposition to the employees’ right to unionization.
- 2) No picketing or strikes: During the term of this Agreement, the Union will not engage in strikes, picketing, boycotts or any other economic activity.. This will not restrict the Union’s rights to engage in such actions once collective bargaining begins, as set forth in paragraph 7 below.
- 3) Upon the Union’s request the Employer will provide to the Union the following information: The names, addresses, phone numbers, dates of hire and work locations of all non-supervisory janitors employed by the Employer through its contract with the City.
- 4) The Employer will allow the Union access to workers if requested by the Union. The Union agrees that there will be no interference with work. The Union will not seek on-site access if the Building Manager or City will not allow the Union on-site. The Employer agrees to cooperate with the Union to facilitate off-site meetings between the workers and the Union.
- 5) At the Buildings or Facilities within the jurisdiction of this Agreement, where the Employer has a contract with the City to provide cleaning services, the Employer will recognize the Union as the exclusive bargaining agent for its employees at said Buildings or Facilities provided that the Union has established its status as the majority representative of said employees through a cross-check of authorization

cards, or Union membership cards which authorize the Union as the employees' exclusive bargaining representative. Such cross check shall be supervised by a neutral third party. Said neutral third party shall be mutually selected by the Employer and Union from among persons such as a federal mediator, a state mediator or conciliator, an established neutral arbitrator, or a clergyman. If the Union establishes through the cross check procedures set forth in this paragraph that it is the majority representative of the total non-supervisory janitorial employees in a covered Building or Facility, the Employer shall recognize the Union as the exclusive bargaining representative of all employees in that Buildings or Facilities. The Employer agrees not to file a petition with the National Labor Relations Board as an alternative to participating in an authorization card cross-check to be conducted by a neutral third party as provided in this paragraph.

6) RESERVED The Employer further agrees that upon recognition of the Union for a Building or Facility, the employees in this Building or Facility will be accreted into the unit and covered by the collective bargaining agreement.

7) RESERVED

8) Only Buildings and/or Facilities within the jurisdiction of the Union shall be covered by this Agreement.

9) Seniority shall be defined as the original hire date with the Employer and not on the effective date of recognition. Eligibility for vacation benefits based on seniority shall begin one year after the date when economic conditions are implemented. Eligibility for such benefits shall be based on the original hire date with the Employer.

10) If during the term of this agreement the Union enters into an agreement with another employer or group of employers which is more favorable to an employer than that of the corresponding or similar provisions of this Agreement, then it is agreed that those more favorable provisions will become effective under the terms and conditions of this Agreement on the same date that they became effective under the other agreement.

11) Dispute Resolution: Any dispute, breach, or claim relating to this agreement," shall be subject to and resolved through mandatory final and binding arbitration before a mutually-selected arbitrator. The arbitrator shall be selected by agreement of the parties and if there is no agreement, then selection through alternate striking of a panel of 7 arbitrators provided by FMCS. The costs and fees of selecting the arbitrator, the arbitrator and the arbitration hearing are to be shared equally by the parties (these costs and fees do not include either parties' attorney fees, if any).

12) Responsible Contractor List: The Union agrees to revise and include the Employer on its list of responsible contractors immediately after the execution of this agreement.

13) Other related janitorial companies: This agreement is intended to encompass, and shall be for the benefit of, all related companies, subsidiaries, joint ventures, and partnerships which perform building service janitorial contract work. {Note: the purpose of this is to include all janitorial companies related to the Employer}

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