

**SMG  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 105  
AGREEMENT CONCERNING BUILDING SERVICES EMPLOYMENT  
AT THE COLORADO CONVENTION CENTER**

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## **PREAMBLE**

**AGREEMENT:** This agreement made and entered into this 18<sup>th</sup> day of May, 2018 at Denver, Colorado by and between SMG (hereinafter referred to as the “Company”) and the Service Employees International Union, Local No. 105, (hereinafter referred to as the "Union") effective January 1<sup>st</sup>, 2018.

**WHEREAS,** the Company is in the business of providing personnel to and assisting the City and County of Denver, Colorado (the “City”) in managing and operating the Colorado Convention Center, located in the City (all such “facilities” and any additional facilities which from time to time may be added, collectively, and are peculiar to the Colorado Convention Center locale, are referred to as the “Center”) pursuant to the Agreement between the Company and the City, dated as of November 18, 2008 (the “Management Agreement”); and

**WHEREAS,** the parties hereto desire to establish terms and conditions upon which members of the Union shall work for the Company; and for the Company and the Union to be treated respectively by each other considered party with respect and dignity; and

**WHEREAS,** the parties hereto desire to come to a good faith agreement on the part of both the Company and the Union that will guarantee the prompt and faithful performance by the Company and the Union of all obligations imposed by the terms of this Agreement;

**NOW THEREFORE,** in consideration of the mutual promises contained herein, the Company and the Union agree as follows:

## **ARTICLE 1 - RECOGNITION**

1.1 The Company hereby recognizes the Union as the sole collective bargaining representative for all employees of the Company coming under the jurisdiction of the Union, within the terms and conditions outlined in this Agreement.

1.2 No individual employment contracts for building services shall be entered into for employees covered by this Agreement.

## **ARTICLE 2 - JURISDICTION**

2.1 The Company hereby recognizes the jurisdiction of the Union to include only the building services work performed in the building services department, and those employees who are classified by the Company as building services workers, and who are employed to perform building services work for the Company, while such employees are engaged in the performance of building services work.

2.2 Building Services work is defined as the movement and placement of facility furniture including, but not limited to chairs, tables, stanchions, wall panels, dollies, etc., and other related equipment up to 75 pounds.

### **ARTICLE 3 - NON-DISCRIMINATION**

3.1 No employee covered by this Agreement shall be discriminated against because of membership in, or legal activities on behalf of, the Union. The Company reaffirms its position to be in compliance with applicable federal and state governmental regulations regarding non-discrimination.

3.2 The Company shall not discriminate for or against any employee covered by this Agreement based upon race, color, religion, creed, age, sex, sexual orientation, genetic information, gender identity, gender expression, disability, national origin, ancestry, citizenship, veteran status, or any other protected class. The Company reaffirms its position to be in compliance with applicable federal and state governmental regulations regarding non-discrimination.

### **ARTICLE 4 - UNION MEMBERSHIP**

4.1 Membership in good standing in the Union not later than the thirty-first (31st) day following the effective date of this Agreement, or the thirty-first (31st) day after employment with SMG, whichever is later, shall be a condition of employment for employees covered by this Agreement. Membership in good standing in the Union is defined as an employee's initiation fee paid to the Union and all employee dues current and paid to the Union. The Company shall remain neutral as to the employee's option to be a core-fee payer.

4.2 The Company agrees to allow the Union a fifteen (15) minute orientation period for each new employee covered by this Agreement at least thirty-one (31) days, but no later than ninety (90) days after the new employee begins employment with SMG. The Union agrees to schedule the orientation at such a time so that the orientation does not interfere or infringe on client activities in the facilities. The Company shall notify the Union in writing of all new hires within fourteen (14) days of the employees start date.

### **ARTICLE 5 - UNION DUES, INITIATION FEES AND COPE CHECK-OFF**

5.1 The Company agrees to check-off for the payment of Union dues, Union initiation fees, COPE, and to deduct such payments from the wages of all employees and to remit same to the Union in accordance with the method set forth below.

5.2 The Union shall provide to the Company the employee consent forms necessary for the deduction of any monies from employee checks. The Company shall not be obligated for any employee deductions without a signed consent form from the employee on file with the Company's Human Resources Office. The employee consent form will be presented to the employee at the time of hire.

5.3 The regular dues for Union members are deducted on each pay period as a percentage of straight time (not overtime). For an employee becoming a Union member on the 31<sup>st</sup> day of employment, the initiation fee will be deducted from the first two paychecks on the succeeding paydays.

5.4 All sums deducted for dues and initiation fees shall be remitted to the Union, no later than thirty (30) days after such deductions are made together with a list submitted electronically in a mutually agreeable database format specifying the following:

1. For each employee for whom dues/initiation deductions are made, the employee's name, address, home phone number, date of hire, rate of pay, date of birth, gender, 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.

5.5 Refunds of Union dues, Union initiation fees, and COPE check-offs shall be the sole responsibility of the Union.

5.6 The Union agrees to hold harmless and indemnify, and shall hold harmless and indemnify, the Company for any actions, claims, suits, or other activity, related to and arising out of the Company's withholding and payment to the Union of Union dues, Union initiation fees, and Cope check-offs, including attorney's fees, and any and all other associated and/or related costs.

## **ARTICLE 6 - HOURS WORKED OUTSIDE THE BARGAINING UNIT**

6.1 At the sole discretion of the Company, the Company may call upon employees to perform other tasks and duties in the Colorado Convention Center. Such work shall neither establish the employees' or the Union's precedence over such tasks and duties, nor expand the jurisdiction of this Agreement.

## **ARTICLE 7 - CLASSIFICATION OF EMPLOYEES**

7.1 There shall be two (2) classifications of employees.

7.1.A Probationary employee: During a new employee's probationary employment period, the employee will be designated as a probationary employee. Each new employee shall serve a probationary period of ninety (90) consecutive days during which time the employee may be discharged by the Company with or without cause. A probationary employee is not guaranteed any minimum hours of work. The employee shall not have recourse to the Grievance or Arbitration procedure, and shall receive no Company benefits. The Company shall not be required to maintain any minimum number of probationary positions.

7.1.B Full-time employee: A Full-time employee is guaranteed the offer of forty (40) hours of pay per week. The Company shall not be required to maintain any minimum number of Full-time positions. A Full-time employee is eligible for benefits pursuant to Articles 12, 13, and 14.

7.2 The entire building services department shall be transitioned to Full-time staffing no later than July 1<sup>st</sup>, 2018.

7.2.A Upon ratification of this agreement all Part-time employees shall be offered an opportunity, in writing, to move to a Full-time classification and be required to accept or decline the offer within 30 days.

7.2.A.1 Part-time employees accepting the offer will move to Full-time classification immediately.

7.2.A.2 Part-time employees declining the offer of Full-time classification shall remain as grandfathered Part-time employees. Such employee(s) shall continue to receive Part-time benefits as provided prior to ratification of the agreement.

7.2.A.3 As attrition occurs with the grandfathered Part-time employees no such replacement positions will occur.

## **ARTICLE 8 - SENIORITY**

8.1 Seniority shall accumulate based upon continuous length of service to the Company. Continuous length of service shall be defined as an employee's uninterrupted service from the date of hire by the Company within the Building Services department.

8.2 Seniority shall be used for the purpose of assigning shifts, scheduled overtime, and workdays.

8.3 Layoffs. In the event of a layoff, the layoff shall be done in reverse order of seniority. Where practical to do so, the Company will provide thirty (30) days notice, inclusive of weekends and holidays, of a workforce reduction. Employees laid off shall retain recall rights and seniority for a period of one (1) calendar year. Recalls shall be in order of seniority.

8.4 Recalls. In recalling employees, the Company shall send a Certified, Return Receipt Requested, letter to the employee's last known mailing address, including the employee's name, the job available, and the date and time of reporting. It shall be the employee's responsibility to insure that a current mailing address is on file with the Human Resources Office of the Company. Any employee who does not return a Certified, Return Receipt Requested response letter to the Human Resource Office of the Company within three (3) business days of the Company's return receipt evidencing delivery of the Company's certified letter shall be considered to have abandoned the rights of recall.

8.5 An employee's seniority shall terminate upon any one of the following occurrences:

1. Voluntary separation.
2. Discharge for cause.
3. Accepting a permanent position outside the bargaining unit.

4. Accepting a management position.
5. Failure to return from an authorized absence. Failure to return shall be established at the end of three (3) calendar days beyond the employee's scheduled date of return. In the case of a leave without pay, failure to return shall be construed at 6:30 a.m. on the day following the end date of the leave without pay.
6. Lay-off in excess of twelve (12) months.

## **ARTICLE 9 - SAFETY AND HEALTH**

9.1 The Company reaffirms its position to be in compliance with applicable federal and state governmental regulations regarding health and safety in the workplace. It is specifically agreed that alleged violations of this Article 9.1 shall not be subject to the provisions of Article 18, Arbitration. The Company agrees to continue to make reasonable provisions for the safety and health of its employees at all workplace sites during the hours of employment.

9.2 The Company reaffirms its position to be in compliance with applicable federal and state governmental regulations regarding workers' compensation insurance. It is specifically agreed that alleged violations of this Article 9.2 shall not be subject to the provisions of Article 18, Arbitration. In the event of an injury to a bargaining unit member, the Company shall provide the employee with a copy of the injury report within seven (7) days from the date injury is reported to the Company.

9.3 The employee shall notify the Company of any unsafe condition that exists at the job site. All job related accidents shall be reported to the employee's direct supervisor immediately and he/she shall take the necessary emergency action required. The employee shall notify the Company and the Business Representative of any accident and shall follow the Company's procedures for reporting and treatment.

9.4 Violations of established safety policies and procedures shall be grounds for disciplinary action up to and including discharge.

9.5 In case of injury on the job, the injured employee shall strictly comply with Company policies and procedures regarding on the job injury.

9.6 Employee vehicles shall not be used for the transporting of tools, equipment, supplies, or other Company materials.

9.7 Employees who fail to wear or use appropriate protective safety devices or safety equipment shall be subject to discipline. For the employees' further protection, first aid or other treatment of injuries shall be in compliance with, and pursuant to, Article 9.5.

9.8 The Company shall use its best efforts to provide employees with periodic safety and skills training at the Company expense. Such training shall be paid at a straight time basis and shall accumulate towards guaranteed hours as defined in Article 7.1. The Company will provide equipment, machinery, tools and supplies necessary for such training. Employees shall be responsible for the handling of all Company property pursuant to Article 21.1.

9.9 The Union and the Company shall meet upon either parties request to discuss appropriate skills training for building services staff. The Union and the Company shall have two (2) representatives present at each meeting.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

10.1 The normal workweek for employees shall be defined as beginning at 12:00 a.m. Monday and ending at 11:59 p.m. the following Sunday. If a shift starts within the specified workweek, all hours associated with that shift are paid in that workweek.

10.2 Any time worked in excess of a scheduled shift in a twenty-four (24) hour period or in excess of forty (40) hours in the work week, shall constitute overtime and shall be paid at the rate of one-and-one-half (1 ½) the employee's basic straight time hourly rate of pay. The twenty-four (24) hour period shall commence upon the start of the first shift to which the employee reports.

10.3 It is expressly understood that each employee shall be entitled to one (1), fifteen (15) minute uninterrupted rest period on property with pay during each four (4) hours of work; and each employee shall receive an uninterrupted meal period of thirty (30) minutes, without pay, as close to the middle of the shift as practicable. The Company reserves the right to stagger the rest periods and shift meal breaks so as to provide continuity of services to the clients.

10.4 Employees engaged in work on shift shall be offered overtime on a rotating basis, beginning with the employee with the highest seniority. Employees shall be given notice as soon as the Company is aware of the need for overtime or additional work. Employees have the right to refuse overtime, but when conditions require, the Company may likewise, in reverse order of seniority require employees to work the overtime hours necessary to fulfill the conditions. Failure to accept assigned overtime will be cause for discipline, up to and including termination. The Company will provide on shift employees with a minimum one (1) day's notice of overtime work, whenever practicable. Failure to notify within the one (1) day's time shall not abrogate or null any portion of this Article 10.4.

10.5 Work schedules for the subsequent workweek shall be posted by twelve-noon (12 p.m.) every Sunday at least one (1) week prior to the beginning of that week. Changes to the anticipated work schedule will be made as soon as the Company is aware of the needed changes. At such time the employee will be notified of such change.

10.6 Changes in an employee's work schedule may be made only with the approval of the manager or manager's designee. Employees who request a change in their work schedule shall not be guaranteed replacement hours. Such schedule changes shall be made in writing and signed by both the employee and the manager or the manager's designee.

## **ARTICLE 11 - NEW HIRE EMPLOYMENT REQUIREMENTS**

11.1 In the event the Company uses an employment agency as a source of new hires, any fee for hiring by the agency will be paid by the Company.

11.2 Any employee shall have the right to inspect his/her official personnel file, upon request to the Human Resources Manager, who will establish a mutually agreeable time for the employee to inspect his/her file.

## **ARTICLE 12 - TIME OFF**

12.1 Paid Time Off (PTO). Approvals for PTO shall be in accordance with Company Personnel Policies. No more than one hundred sixty (160) accrued PTO hours shall roll over from year to year for one to five (1-5) year employees, two hundred (200) hours for five to ten (5-10) year employees, two hundred forty (240) hours for ten to fifteen (10-15) year employees, two hundred eighty hours (280) for fifteen to twenty (15-20) year employees, and three hundred twenty hours (320) for twenty plus (20+) year employees. When the unused accumulation of PTO hours exceeds the maximum allowable number of hours that can be rolled over in a year the PTO that is in excess of the maximum allowable carryover shall be paid off to the employee at the end of each year. Personal Safety Day earned not taken shall be excluded from pay-offs.

12.1.A Full-time employees with one (1) to five (5) years of continuous service shall accrue 3.078 hours per week of PTO, to a maximum of twenty (20) days. Full-time employees with five (5) to ten (10) years of continuous service shall accrue 3.847 hours per week of PTO, to a maximum of twenty-five (25) days. Full-time employees with ten (10) to fifteen (15) years of continuous service shall accrue 4.616 hours per week of PTO, to a maximum of thirty (30) days. Full-time employees with fifteen (15) to twenty (20) years of continuous service shall accrue 5.385 hours per week of PTO, to a maximum of thirty-five (35) days. Full-time employees with twenty plus (20+) years of continuous service shall accrue 6.154 hours per week of PTO, to a maximum of forty (40) days.

12.1.B Full-time Employees shall be permitted to obtain an updated account of their accumulated PTO hours from their immediate Supervisor, Manager, Department Director, Payroll Staff, or Human Resources Staff.

12.1.C At the completion of 520 hours of service Part-time employees will receive fifty-six (56) hours of paid time off (PTO), to be used in a single calendar year. This PTO shall be excluded from pay-offs and may be used for vacation, sick, or bereavement leaves. This benefit shall renew January 1<sup>st</sup> of each calendar year.

12.2 Bereavement Leave. Full-time employees, shall be eligible for paid leave immediately following the death of a spouse, child, parent, guardian, brother, sister, or domestic companion. Employees may be granted time off for the death of a relative who was not a member of the immediately family, including aunt, uncle, niece, nephew, grandparent, cousin, or in-law with department head and Human Resources approval. If the death occurs in state, the employee shall be eligible for three (3) days of paid leave. If the death occurs out of state, the employee shall be eligible for five (5) days of paid leave. The paid leave shall apply only to those days previously scheduled as workdays for the employee.

12.2.A On January 2<sup>nd</sup> of each contract year, an employee having a domestic companion shall name that companion in writing to the Company. A new employee having a domestic companion shall, at the time of hiring, name that domestic companion in writing to the Company. An employee may name one person per year as a domestic companion.

12.3 Jury Duty. Full-time and Probationary employee who are required to report for jury service for periods during which he is scheduled to work, shall be paid the difference between the amount received for jury duty and the amount he would have earned working the hours for which he was



scheduled at the straight time hourly rate, not to exceed scheduled shift non-premium straight time hours per day, or three (3) work days.

12.4 Unpaid leaves for Full-time and Probationary employees.

12.4.A Military leave. Military leave will be approved in accordance with Company Personnel Policies.

12.4.B FMLA. All employees shall have rights of access to unpaid leave under the terms and conditions as established by FMLA.

**ARTICLE 13 - HOLIDAYS AND HOLIDAY PAY**

13.1 Holidays shall be observed in accordance with Company Personnel Policies.

13.1.A The Company recognizes the following holidays:

- |                  |                        |
|------------------|------------------------|
| New Years Day    | Thanksgiving Day       |
| Memorial Day     | Christmas Day          |
| Independence Day | Martin Luther King Day |
| Presidents Day   | Caesar Chavez Day      |
| Labor Day        | Veterans Day           |

13.2 Full-time employees will be paid holiday pay of straight time hours based on the scheduled shift whether or not the holiday is worked.

13.3 All employees working the holiday shall be paid holiday pay of straight time hours based on the scheduled shift for the holiday, plus the time actually worked, paid at straight time, or at overtime per article 10.2 if applicable.

13.4 Received holiday pay shall not contribute to the forty (40) hour workweek for the purpose of overtime calculation, nor for the purpose of benefit calculations, and will be paid as additional straight time in the week that the holiday occurs.

**ARTICLE 14 - BENEFITS**

14.1 The parties recognize and agree that all employee benefit trusts or funds described in the Article 14 are such as will qualify for approval by the Internal Revenue Service, so as to allow SMG income tax deduction for the contributions paid hereunder. The parties further recognize and agree that this Article 14 encompasses the sole and total agreement between SMG and the Union, and that it represents the total liability of SMG with respect to past and present benefits and coverage, and SMG is hereby relieved from any and all liabilities arising there from with respect to the employees covered by this Agreement; and that this Section is subject, in all respects, to the provisions of the Labor Management Relations Act of 1947, as amended, and to any other applicable laws.

14.2 Full-time employees shall be entitled to all the standard and accrued SMG benefits currently in effect or as subsequently amended (with regard to health care, dental and vision) provided to regular full-time employees of the Company.

14.3 Default on a single month's premium payment by the employee shall cancel the health and welfare coverage.

14.4 Employee parking is a benefit extended to Full-time employees as space is available. Parking shall be provided, administered and enforced in strict compliance with Company policies.

## **ARTICLE 15 - WAGES**

15.1 All employees working in any of the classifications in the Appendix A annexed hereto shall be paid each week for services performed.

15.2 Attached hereto and marked "Appendix A" and made part of this Agreement are the wage scales applicable to the employees.

15.2.A When conducting any activities which fall under the Davis-Bacon Wage Rate Determination or by Denver's Prevailing Wage Ordinance, Building Services will receive the prevailing wage for those duties paid to employees who already perform such duties within the Colorado Convention Center.

15.3 When the Company requests that an employee come to work, then that employee shall receive a minimum of four (4) hours of pay from the time that employee punches in at the time clock; provided that the employee does not voluntarily leave before the end of the four (4) hour minimum.

15.4 There shall be no pyramiding of overtime.

15.5 Full-time employees will be offered participation in the Company's retirement plan under the same terms and conditions as other hourly non-bargaining unit Company employees. The Company shall provide written notice to the Union of any change in the terms of its retirement plan.

15.6 If Prevailing Wage with the City and County of Denver issues an ordinance whereby Building Service Workers become covered under Prevailing Wage, the Company will come into compliance per the date of any ordinance issued.

## **ARTICLE 16 - IMMEDIATE FAMILY MEMBERS (NEPOTISM)**

16.1 Family members and/or co-habitants of employees may not be employed in the same department, or have a reporting relationship. This includes, but is not limited to, husband, wife, domestic companion, son, daughter, mother, father, grandmother, grandfather, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

## **ARTICLE 17 - GRIEVANCE**

17.1 The Company shall discipline and discharge employees for just cause, pursuant to Article 23.3.

17.1.A All disciplinary written warnings will remain a permanent part of the employee's file, however, written warning shall expire and not be used for disciplinary purposes twelve

(12) months after the date of the written warning. The Company shall issue a disciplinary notice within five (5) working days of the offense or the Company's knowledge of the offense. An employee has the right to have a steward present at any meeting where disciplinary action will be imposed or where an investigative meeting may lead to disciplinary action of that employee. An employee shall be presented with, and asked to sign, a form where the employee will be given the choice of a Union steward. The form shall be provided to the Union representative within twenty-four (24) hours. If an employee wants a steward present, the employee, and not management, will select which steward represents the employee in the meeting. If a steward is not reasonably available, the employee may choose an available co-worker to participate in the meeting. If a steward is reasonably available, he/she shall be assigned to the meeting.

17.2 During the term of this Agreement, any dispute concerning the interpretation or application of this Agreement may be submitted as a grievance. The Company and the Union shall move expeditiously in all regards to come to resolution of grievances.

17.3 All calendar days for compliance with the Grievance procedure shall be exclusive of Saturdays, Sundays and legal holidays.

17.4 Any grievance shall be brought to the attention of the Company's Human Resources Manager within seven (7) days of occurrence, or the reasonable discovery of their occurrence, five (5) days in case of discharge; provided that, in no case, shall the date of the reasonable discovery exceed thirty (30) days from the date of the occurrence. In the event that the Company, the grievant, and a designated Union representative cannot resolve the grievance within three (3) days from the date of first notice to the Company, the Union shall reduce the grievance to writing and present the written grievance to the Human Resources Manager within ten (10) days from the date of first notice to the Human Resources Manager.

17.5 When such notification in writing is served to the Company, the grievance shall be processed as follows:

17.5.A STEP ONE - Within five (5) days after the Human Resources Manager has received the written grievance, the grievance shall be considered at a meeting with the Company, the aggrieved employee, the shift Union Steward, and an authorized Union representative. If, at the conclusion of the meeting, the grievance is not settled, then, upon the request of either party, the grievance shall proceed to Step Two within ten (10) days.

17.5.B STEP TWO - The grievance shall be considered at a meeting among at least two (2) representatives of the Company and at least two (2) representatives of the Union. Representatives shall include, but not be limited to, the grievant, and any agent of the Company named in the grievance. Conclusion for Step Two shall occur within ten (10) days.

17.5.C Upon mutual agreement, extensions of time shall be allowed.

17.6 If either party fails to advance the grievance within the time limits specified above, the grievance shall be deemed settled on the basis of the last proposed remedy, and the grievance shall not be subject to further appeal.

17.7 Contract disputes that cannot be settled by the grievance procedure in this article shall proceed to arbitration, pursuant to Article 18.

## **ARTICLE 18 - ARBITRATION**

18.1 All calendar days for compliance with the arbitration procedure shall be exclusive of Saturdays, Sundays and legal holidays.

18.2 The Company and the Union shall attempt to select a mutually agreed upon impartial arbitrator within fifteen (15) working days of the receipt by the Company of the Union's notice of the intent to proceed to Arbitration.

18.2.A If the Company and the Union are unable to agree upon an impartial arbitrator, the Federal Mediation and Conciliation Service shall be requested by the Union to nominate five (5) potential arbitrators. From the list of five (5) prospective arbitrators, the Company and the Union shall strike one name alternately until there remains only one name on the list. The person whose name remains on the list shall become the sole arbitrator of the grievance. It is understood and agreed by the Company and the Union that the decision of the arbitrator shall be final and binding upon the Company and the Union. The powers of the arbitrator shall be limited as follows:

18.2.A.1 The arbitrator shall have no power to add to or subtract from or modify any terms or conditions of this Agreement.

18.3 The Company and the Union shall each pay their respective costs incurred in any arbitration procedures; provided that all costs and expenses of the arbitrator shall be shared equally by the Company and the Union.

## **ARTICLE 19 - NO STRIKE AND NO LOCK-OUT**

19.1 No Strike. During the term of this agreement, neither the Union nor any of its members shall engage in any strikes, slow downs, refusals to work, other stoppages of work or willful absence from work or any similar concerted refusal to render services at the Colorado Convention Center for any reason. It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action for an employee covered by this agreement to refuse to go through or work behind any authorized picket line established because of strike, which is primary in nature and authorized by Change to Win, the Denver Area Labor Federation, AFL-CIO and/or Colorado AFL-CIO.

19.2 No lockout. During the term of this Agreement, the Company shall not lockout any of its employees.

## **ARTICLE 20 - UNION REPRESENTATION**

20.1 Designated Union Representatives, pursuant to prior and timely notification to the Company, shall be permitted to visit the operation coming under this Agreement for the purpose of observing conditions under which employees are working, provided such visits shall not interrupt the work of such employees, or the work of any other employees of the Company. Prior

to any visit, designated Union Representatives shall call or contact the Company to insure no infringement on client activities in the facilities.

20.2 The Company recognizes the Union's right to elect or appoint shop stewards on all shifts for the purpose of policing this Agreement and representing employees in grievance meetings.

20.3 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 might lead to discipline pursuant to Section 17.1.A. The supervisor will advise the employee of this right. The employee shall be responsible for contacting the steward to be present at any such meeting.

20.4 At no additional cost to the Company, the Union shall use its best effort to guarantee at least one (1) Union Steward for each and every operating and scheduled work shift.

20.5 The Company shall make the current time cards, payroll records and sign-in sheets, not older than three (3) months, available to the Union representative upon reasonable request.

20.6 The Company shall provide an appropriate location for the mounting of a Union-purchased bulletin board for the posting of Union notices.

20.7 Union Stewards needing time off for Union-provided Union Steward training will be granted the time off without pay upon written request provided the number of days does not exceed twelve (12) days total in a year. Such training shall occur off-site and not on Company premises. Written notification will be provided to the manager of Building Services or his designated representative no less than 30 days in advance.

20.8 The Union shall assign a Field Representative to exclusively represent Building Services in all manners concerning the administration of the collective bargaining agreement between SMG and the Union. This Field Representative shall have no other representation responsibility other than that of Building Services at the Colorado Convention Center.

## **ARTICLE 21 - GENERAL CONDITIONS**

21.1 Employees shall not be liable for accidental breakage providing such breakage is reported to a supervisor, the assistant manager, or manager, who is on shift as soon as possible, but within the same day of the time of the breakage. Employees will not be held financially liable for loss or breakage of any safety appliance or equipment unless the employee has been negligent with respect to the degree of care, custody and control the employee has over the incident. Employees not reporting such breakage will be held liable and may be subject to progressive discipline up to and including termination.

21.2 The Company agrees to supply, maintain and replace all tools, equipment, etc., necessary for the employees to perform their jobs. Equipment and non-consumable commodities checked out to an employee, and not returned at the conclusion of the work shift, may subject the employee to disciplinary action.

21.3 The Company shall furnish three (3) shirts, one (1) cold weather jacket, and one (1) cold weather hat at no cost to employees. All clothing furnished to the employee shall be returned on

termination. The Company shall have the right to mandate acceptable attire for Probationary employees. Additional pieces may be purchased from the Company at the Company's cost.

21.3.A The Company requires all employees in Company uniform to wear black pants and black closed toes shoes suitable for safety and protection and extended periods of walking, in a condition and manner acceptable to the Company.

21.3.B An employee leaving the Company's employ shall return to the Company all uniform clothing that the Company has purchased. Employees who fail to return the Company's uniform goods shall have the value of the uniform goods deducted from their final paycheck.

21.4 Construction. Except as otherwise defined herein, all terms used in this Agreement shall be construed as having the meanings ordinarily given them in the convention and trade show industry.

21.5 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

21.6 Governing law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Colorado.

21.7 Scope of the Agreement. The parties hereto acknowledge that this Agreement embodies the complete and final understanding reached by the parties as to wages, hours, working conditions, benefits, and all other terms and conditions of employment covered by this Agreement.

21.7.A No addition to, alteration, modification, or waiver of any term, condition or restriction in this Agreement shall be binding unless made in writing and signed by the Company and Union.

21.7.B It is acknowledged that during the negotiations preceding this Agreement, the parties had the opportunity to discuss all issues of interest pertaining to wages, hours and all other terms and conditions of employment. The Union agrees that the Company shall not be obligated to bargain collectively with the Union during the term of this Agreement. Should occasions dictate a circumstance or condition not covered in this Agreement, the Company and the Union agree to meet and attempt to mutually resolve the circumstance or condition.

21.8 Effect of the Agreement. This Agreement constitutes the understandings and agreements between the parties with respect to the employment of building services workers created herein. This Agreement is intended for the mutual benefit of the Company and the Union and the bargaining unit, and no others.

## **ARTICLE 22 - SEVERABILITY**

22.1 If, during the term of this Agreement, or during any renewal or extension of the same, any Federal or State law is enacted or interpreted by a competent body of law, or any rule or regulation is issued under any Federal or State law, which would make compliance by the Company, the Union, or the employee, with the terms, provisions or conditions of this Agreement a violation of

any said laws, rules, or regulations, then such terms, provisions or conditions shall become inoperative and have no effect from the effective date of such decision, enactment, or interpretation regarding such law, rule or regulation. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall continue in full force and effect. In the event that any part of this Agreement is declared illegal and thus inoperative, the Company and the Union shall enter into collective bargaining negotiations in a timely manner for the purpose of arriving at mutually satisfactory replacement for such part or portion declared illegal.

22.2 No addition to, alteration, modification or waiver of any term, condition or restriction in this Agreement shall be binding unless made in writing and signed by the Company and the Union.

## **ARTICLE 23 - MANAGEMENT RIGHTS**

23.1 It is recognized that the management, operation and administration of the Center, and the scheduling, management, and direction of the work force, are the functions and responsibilities, and are in the sole discretion of, the Company.

23.2 The Company retains the right to formulate and put into effect, from time to time and at the discretion of the Company, such rules and regulations as it deems necessary for the conduct and management of the business of the Company and the Colorado Convention Center, including, but not limited to, operation of events, means and methods, and general and specific administration. The Company further retains the right to put into effect such reasonable rules and regulations as are applicable to employee issues. Changes, additions, or deletions to policies will be posted on an employee bulletin board for fourteen (14) calendar days prior to implementation and shall be provided to the Union representative within one (1) day of when local management learns of the change.

23.2.A Article 23.2 notwithstanding, the Company agrees that any new rules, rule changes, or rule deletions formulated and put into effect shall not conflict with the terms and conditions of this Agreement, to the extent such rules, changes or deletions apply to the bargaining unit employees.

23.3 The Union agrees that adherence to all rules, regulations and policies of the Company is a condition of employment by the Company, and employees will be subject to discipline, up to and including termination, for violations of such rules, regulations and policies, or other just cause.

23.4 The Company retains the right to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Company prior to the execution of this Agreement.

23.5 The Company retains the right to use outside labor resources as our events require, however it is understood that the Company will make every reasonable effort to offer all straight time hours to bargaining unit members first.

23.6 The Company reserves the right, which right is hereby recognized by the Union, to hire, retain, promote, demote, or transfer according to the requirements of the business and according to skill and efficiency, giving due consideration to seniority. The Company shall have the unquestioned right to suspend or discharge employees for good cause, including actions such as

but not limited to dishonesty, willful misconduct, incompetence, drinking or drunkenness on the job, or insubordination.

**ARTICLE 24 - GENDER STATEMENT**

24.1 Any mention or use of the term "him" or "her" shall be considered to encompass both the male and female gender.

**ARTICLE 25 - NOTICES**

25.1 All notices, demands, consents and reports provided for in the Agreement shall be in writing and shall be given to the Company or the Local at the addresses set forth below or at such other address as they, individually, may specify, thereafter, in writing:

Company: SMG  
700 14th Street  
Denver, Colorado 80202  
Attn: General Manager

Local: Service Employees International Union, Local 105  
2525 W. Alameda Ave.  
Denver, Colorado 80219  
Attn: Business Agent

**ARTICLE 26 - TERM OF THE AGREEMENT**

26.1 This Agreement shall be in force and effective from the date of the signing of the Agreement, until December 31, 2020, 11:59 p.m.

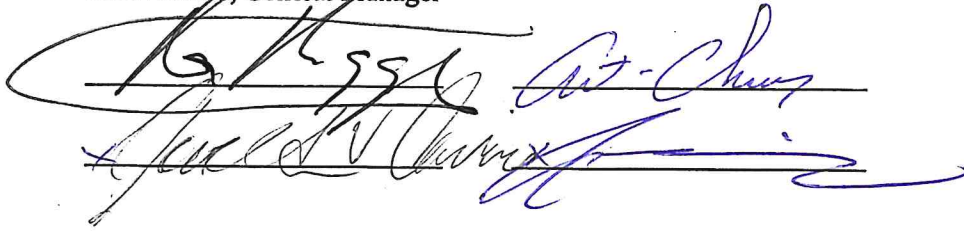
26.2 The Union shall notify the Company no earlier than ninety (90) days, or no later than forty-five (45) days prior to December 31, 2020, of the Union's intent to bargain collectively for all terms of this Agreement.

**ARTICLE 27 - ORIGINAL AGREEMENT**

27.1 A signed copy of this executed Agreement shall be considered an original.

Agreed to this 18<sup>th</sup> day of May, 2018.

For the Company:   
John Adams, General Manager

For the Union: 



**APPENDIX A**

**WAGE RATES**

**Building Services Staff Employed at Ratification:**

	<u>2018*</u>	<u>2019</u>	<u>2020</u>
Building Service Worker	3.5%	3.5%	3.5%

**New Hire Building Services Staff:**

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Full Time Building Service Worker	\$13.25	\$13.52	\$13.79

*\*Effective date of wage adjustments shall be at contract ratification.*