

AGREEMENT

between

ISS FACILITY SERVICES

and

SERVICE EMPLOYEES INTERNATIONAL UNION.

LOCAL NO. 105

Effective: January 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2020.

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## AGREEMENT

This agreement made and entered into this first (1<sup>st</sup>) day of January 2017, by and between ISS Facility Services, hereinafter referred to as the “Company” and/or “Employer” and the Service Employees International Union, Local 105, hereinafter referred to as the “Union”.

Whereas, the Company recognizes the Union as the sole collective bargaining agent for their employees within the industry.

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

Now, therefore, the parties hereto agree as follows:

### ARTICLE 1 NON-DISCRIMINATION

A. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activity on behalf of the Union. Neither the Company nor the Union shall discriminate for or against any employee or applicant for employment covered by the Agreement on account of race, color, religious creed, age, sex, legal immigration status, language proficiency, sexual preference, gender variance or national origin. It is the continuing policy of the Company and the Union that the provisions of the Agreement shall be applied to all employees without regard to race, color, religious creed, age, sex, sexual preference, gender variance, legal immigration status, or national origin.

The Employer further agrees to duly consider reasonable accommodations for those with mental or physical disabilities.

At least once every three (3) months, the Employer shall, if requested, provide the Union with a list of all discrimination complaints that have been filed against the Employer with federal, state, or local agencies.

B. The Employer agrees to treat every employee with respect and dignity.

C. All bargaining unit employees and Employer supervisors shall maintain a work environment that is free of all forms of harassment. Further, the Employer agrees to develop and post a policy regarding harassment, and train all employees and supervisors regarding said policy.

D. Meetings, written communications, and training sessions shall be translated into languages understood by the workers covered by this Agreement where practicable and where a substantial number of employees are affected.

E. The Employer shall notify the Union of any inquiry by the Immigration and Customs Enforcement and/or Department of Labor, and the nature of such inquiry, within three (3) days of such inquiry.

F. The Employer and the Union agree to conduct Labor-Management meetings quarterly. Said meetings will be attended by the Company's Operation Managers, Shift Managers, designated Labor Liaison and/or Project Manager. Union representatives shall include the Union's internal organizer and a Union steward or Union-designated replacements for Union stewards for each shift and each concourse. Said meetings shall be scheduled by mutual agreement. The goal of said meetings is to resolve significant conflicts, promote employee input into operations and discuss key areas of importance to one or both parties. The parties may meet more often by mutual agreement

G. The Labor Relations Manager and the assigned Union Organizer agree to meet weekly to discuss any contract issues. The goal of these meetings is to resolve current conflicts, and discuss key areas of importance to one or both parties. The parties shall meet at a regularly scheduled time each week, which can be changed by mutual agreement.

## ARTICLE 2

## UNION RECOGNITION

A. The Company hereby recognizes the Union as the sole collective bargaining agent for the employees coming under the jurisdiction of the Union. The Company agrees that all employees who are now, or who hereafter may become employed in any of the classifications listed hereunder or related classifications shall as a condition of employment become and remain members and be subject to the jurisdiction of the Union as provided in Article 3 hereof.

B. It is understood that the recognition set forth in Paragraph A above covers employees at Denver International Airport only.

C. Nothing herein shall prevent non-bargaining unit supervisors from performing work normally performed by the employees covered by this Agreement including special projects, for the purpose of instruction, experimentation, when a sufficient number of bargaining unit employees are unavailable for work or in emergencies, provided the Employer has made a good faith effort to offer work assignments to bargaining unit employees.

D. New Accounts – In the event the Employer is awarded an account at Denver International Airport that is not subject to the mandatory requirements of the City's prevailing wage orders, the Employer agrees to recognize the Union as the bargaining agent for such employees at such time as the Union demonstrates that it represents a majority of the employees at such account. The Employer will notify the Union within one week of award of another account or such less time as may be practical, will allow the Union access to such employees pursuant to this Agreement, and will maintain neutrality on the issues of Union representation.

The Employer agrees that following such recognition, the employees will be accreted into this bargaining unit and all non-economic terms and conditions of employment of this Agreement shall apply, except that such employees will not have bumping rights into the Company's current bargaining unit, which performs City-work subject to this Agreement. The parties will bargain economic conditions for such new account to take effect one year after recognition, but the parties

agree that the provisions of Article 19 shall be in effect at all times during the term of the Agreement.

The Company acknowledges and agrees that it will post such non-City work as it becomes available, so that employees who will have already worked their full 40-hours subject to this Agreement may bid, by seniority, for it as extra work to be done after their 40-hours of City work are finished. When a non-City position is posted, the Company will post (a) a short description of the non-City work to be performed, (b) an estimate of the time to be worked, (c) an estimate of the schedule for the work, and (d) the deadline for bids. If the non-City work position is not filled by this posting/seniority process, the Company may then advertise and fill it as necessary. The parties further agree that there shall be no involuntary transfer or assignment of workers between City and non-City accounts.

### ARTICLE 3

### HIRING AND EMPLOYMENT

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

B. In the event the Company uses an employment agency as a source of new employees, any fee charged will be paid by the Company.

C. The Company shall inform all employees, at the time of hire, who come under the scope of this Agreement, of the existence and terms of the Agreement and the obligations of such employees as to Union membership. Union Stewards and/or representatives will be allowed paid time to provide a fifteen (15) minute paid orientation for all new employees at the conclusion of the new employee orientation sessions conducted by the Employer.

D. The Company will notify the steward of each shift of any new hires on that shift.

E. Whenever possible, the Company shall notify the Union of known or planned job vacancies, for the purposes of referring applicants to the job. In hiring, the Employer shall give reasonable consideration to applicants referred by the Union.

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

G. Probationary Period: Each new employee shall serve a probationary period for thirty (30) days during which time they may be discharged by the Company for cause. The employee

shall not have recourse to the grievance procedure. The sole exception is that a new hire may submit an alleged claim of violation of the non-discrimination Article of this Agreement to the grievance and arbitration procedure.

#### ARTICLE 4

#### CLASSIFICATION OF EMPLOYEES

A. The Employer shall provide each employee with reasonable training opportunities for all job duties performed and machines operated within his/her classification. The Employer shall also maintain a list of employees who desire training in job classifications other than the classification that they are currently performing. Opportunities for such training shall be offered by seniority as needed to employees on the list. The Union may review the list upon request.

Custodian II employees shall be given training on the proper operation of machines during their probationary period. Employees who cannot demonstrate that they can properly operate machines (except propane burnishers or high lift equipment) during their probationary period shall be returned to Custodian I status. Custodian II employees who pass their probationary period will be given training on an annual basis. As a part of this training they must demonstrate that they can properly operate all machines. Employees who cannot properly operate machines will be retrained. If they still fail to demonstrate the ability to operate machines properly, they will be returned to Custodian I status.

Custodian II employees will not be disciplined for substandard work if they have not received proper training regarding machine operation.

B. Custodian I: Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

C. Custodian II: Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, relamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

D. Fill-in Supervisors: Any employee who replaces a supervisor in order to coordinate work and ensure that work assignments are completed. These employees may not sign disciplinary write-ups on other employees. However, Fill-in Supervisors can and will refer disciplinary issues to a supervisor or other management. These employees may only serve as Fill-in Supervisors if there is a replacement to do their regular bargaining unit work. Fill-in Supervisors will receive an additional \$23 per shift when they work as a Fill-in Supervisor. Fill-in Supervisors shall be chosen on the basis of (1) ability to communicate to City officials, Company officials and workers; (2) knowledge of the work and area assigned; and (3) merit and ability being equal seniority will be a factor. No employee shall be assigned as a Fill-in Supervisor until after he/she has completed at least six (6) months of employment with the Company. Fill-in Supervisors who abuse their role and mistreat co-workers shall be removed from the Fill-in Supervisor assignment.

#### ARTICLE 5

#### UNION REPRESENTATION

A. Union representatives who give oral or written notice of no less than twelve (12) hours to the Labor Relations Manager shall be permitted to visit the operation coming under this Agreement for the purpose of observing conditions under which the employees are working or in order to meet with them in break rooms, provided such visits shall not interrupt the work of such employees. In the event that the Union needs to have an employee released from work, the Union will give written notification (by fax or e-mail) to the Labor Liaison Manager of the shift, 24 hours in advance or, in the event of an emergency the Union shall notify the Employer with a courtesy phone call and e-mail as soon as practicable. If the Labor Liaison Manager is not available, notice will be made to the Shift Manager. Said notification will state when and for how long the employee is needed; the Company will not unreasonably withhold its consent. The Union is not required to provide notice or make an appointment prior to meeting with represented workers during the workers' non-working hours in public spaces.

B. The Employer 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. The Union shall designate not more than 2 employees per shift/concourse as Union Stewards. The Union shall provide immediate written notification to the company each time a steward is added or removed from service.

C. Employees designated by the Union as an authorized Bargaining Committee Member or Labor-Management Committee Member will be granted the necessary time off without pay to carry out the business of the Union regarding the negotiation of this Agreement and attendance at Labor-Management meetings..

D. All time spent during the Union Stewards' working hours in the actual processing of grievances on site, by an employee designated by the Union as an authorized Union Steward, shall be paid at straight time. No more than one (1) shop steward shall be paid for grievance meetings during the steward's working hours unless the grievant is a shop steward. If the grievance involves more than one (1) shift, no more than one (1) steward shall be paid except as referenced above.

E. The Company shall furnish a bulletin board at mutually agreeable specific locations for the purpose of posting notices pertaining to Union business. Only authorized Union representatives shall be permitted to remove notices from the bulletin boards.

F. Employees shall not be prohibited from wearing a Union button of two (2) inches in diameter or less. Shop stewards shall be entitled to wear an additional button identifying themselves as a shop steward.

G. Union Leave – Employees designated by the Union to attend Union-sponsored events shall be allowed to take a leave of absence without any loss of seniority rights, including their current work assignment, not to exceed ninety (90) days. Such leave may be extended upon approval from the Employer. Notice of such leave must be made at least one (1) week in advance. The employee shall notify the Employer at least twenty-four (24) hours prior to their return to work.

H. The Company will provide the appropriate space and thirty (30) minutes time (plus reasonable travel time) during working hours for one (1) union meeting for each shift per quarter.

## ARTICLE 6

### CHECK-OFF

A. The Employer agrees to a check-off for the payment of Union dues and initiation fees, and to deduct such payments from the wages of all the employees and remit same to the Union in accordance with the terms of signed authorization of such employees, and according to the method set forth below, and the Employer shall be the Agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the employees. Dues are currently set at 2.25% of gross, regular (straight time) wages.

B. The regular dues for regular employees shall be deducted from each and every paycheck. For newly hired regular employees, one-half of the full initiation fee and the first dues payment shall be deducted from the employee's first full paycheck in the second month of employment. The balance of the initiation fee shall be deducted from the employee's first paycheck in the following month. In the event an employee terminates their employment before their initiation fee has been completed, the amount necessary to complete the initiation fee shall be deducted from the terminal paycheck. For temporary or casual employees, the Employer will check-off the required dues and forward the amount to the Union once each month in the month following that in which the work was performed. In no event shall such dues deducted by the Employer for temporary or casual employees exceed the regular monthly dues that are paid by the regular employees.

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

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

D. In the event that the Employer fails to deduct and remit the proper Union Initiation fees or dues, or fails to comply with any of the terms of this Agreement, and notwithstanding any other

provision of the Agreement, the Union shall have the right to take any legal action the Union may consider necessary.

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

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

## ARTICLE 7

### MAINTENANCE OF MEMBERSHIP

A. Any employee who does not maintain his/her membership in good standing with the Union shall, upon notice of such fact, in writing from the Union to the Company, be terminated. Membership in good standing shall refer to payment of dues and initiation fees only.

## ARTICLE 8

### WAGES

A. The wage scales in Appendix "A" attached hereto and hereby made a part of this Agreement are minimum wage scales.

B. Work time shall not be computed in units of less than one-quarter (1/4) hours per shift.

C. Where employees are receiving wage scale in excess of those provided in the prior agreement between the parties; they shall receive the cents per hour increases provided in Appendix "A", classification and wages.

D. All disbursements for wages shall be made bi-weekly by voucher check, which shall show the total number of hours worked and an itemized list of all deductions made therefrom. If the Employer fails to issue an employee a paycheck on payday, the Employer shall issue the employee a paycheck by the end of the business day that the error is brought to the attention of the Employer or by the end of the payday, whichever is later. If the Employer makes an error on an employee's paycheck, the Employer will, upon written notice from the employee, make a good faith effort to issue a replacement check within two (2) working days from the date that the error is brought to the attention of the Employer. However, in no event shall the Employer not issue a replacement check within three (3) working days. If the Employer fails to issue a replacement check within three (3) working days for any error of twenty-five dollars (\$25.00) or more, the Employer shall pay the employee a ten dollar (\$10.00) penalty for every day the replacement check is late, beginning from the third working day after the Employer was first notified, not to exceed twice the amount of the error.

E. The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Company by the bank with respect to any



employee grievance or where the Union has reasonable grounds to believe that the Company is not adhering to the terms of this Agreement and the Company shall make the timecard and payroll records available to the representative of the Union upon request at any time within six (6) months from the date paid.

F. The Employer shall give employees the option of getting paid by pay card or by direct deposit. The Employer shall, upon request, provide to the Employee an itemized pay statement, as required under Colorado Revised Statute 8-4-103.

## ARTICLE 9

### HOURS AND OVERTIME

A. Seven and one-half (7 ½) hours shall constitute a normal day's work.

B. Thirty-seven and one-half (37 ½) hours within a calendar week shall constitute a normal work week.

C. Any time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.

D. Employees working 7 ½ hours per day and who are required to remain on the premises 8 hours per day will receive ½ hour paid lunch. It is expressly understood that each employee shall be entitled to one fifteen (15) minute uninterrupted rest period with pay during each four (4) hours of work, and each employee shall receive an uninterrupted lunch period of thirty (30) minutes, as close to the middle of the shift as is practicable.

E. Employees shall be offered overtime assignments on the basis of seniority. The Employer will maintain a list of employees requesting overtime in order to facilitate the offering of overtime by seniority. The Union may review this list upon request. In the event that no employee volunteers for the overtime assignment, the least senior employee in the classification shall be obligated to accept the overtime assignment. In no event shall any employee be required to accept any overtime assignment of more than four (4) hours, unless an employee is required to stay over on 3<sup>rd</sup> shift they shall be allowed to stay over for the full 8-hour shift. If the employee is required to stay over on 3<sup>rd</sup> shift and does not desire to stay over beyond four (4) hours, the Company will pay up to \$20.00 for transportation expense on submission of a receipt by such employee. No employee will be required to accept more than two (2) overtime assignments in the same month. Such assignments shall not be on consecutive days. The employee can reject the forced overtime if she/he has a personal or family emergency that makes her/his ability to work overtime that day not possible.

F. Any employee who is called in for extra work and/or overtime assignment shall be guaranteed a minimum of four (4) hours pay for each call in.

## ARTICLE 10

### WORKING CONDITIONS AND JOB EXPENSE

A. It is hereby agreed that the Company shall carry Worker's Compensation Insurance on each employee coming under the terms and provisions of this Agreement. In the event of an injury to a bargaining unit member, the Employer shall provide the employee and the Union with a copy of the injury report within seven (7) days of the injury.

B. The Company agrees to provide proper safety appliances and equipment to safeguard the health and safety of employees. The Company agrees to observe state laws regarding working conditions for employees.

C. The Employer may implement reasonable new policies on dress code requirements but shall meet with the Union at least thirty (30) days prior to implementation to discuss such policies.

D. Employees shall not be liable for accidental breakage provided such breakage is reported as soon as possible but not to exceed twenty-four (24) hours. Employees will not be held financially liable for loss or theft of any safety appliance or equipment unless the employee has been willfully negligent with respect to degree of care, custody and control employee has over incident.

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

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

G. The Company agrees to supply, maintain and replace all tools, equipment, cleaners, polishes, rags, brushes, brooms, wax, etc. necessary for the employees to perform their jobs. Rubber gloves will be furnished and worn out gloves will be replaced if returned. The Company shall provide replacement clothing as soon as possible, but under no circumstances longer than two weeks for uniform pants or shirts that are damaged during work through normal use. Employees shall not be disciplined if their clothing is so damaged and the Employer does not have a replacement uniform available. Employees shall be required to pay for uniforms not returned upon separation of employment.

H. The Company shall reimburse the cost of parking (per month) to employees who were employed by the Employer prior to January 1, 2017 who furnish a monthly parking receipt from the approved parking lot. New employees shall be reimbursed for parking pursuant to this article until they receive their EcoPass. If RTD begins charging a fee for parking facilities for which it previously did not charge a fee, the parties shall meet, within thirty (30) days of a request by the Union to meet, to discuss whether that facility should become an approved parking lot, without reopening this Agreement and subject to the provisions of Art. 19.

I. The Employer shall provide a locker for each employee's use, to store personal articles during their work shift. (i.e., coats, boots and other personal items during shift).

A. Present hours of work or conditions will not be reduced except where mutual agreement is reached between the parties or in the event the City and County of Denver by or through its agents requests a reduction in work hours. The parties agree to bargain in good faith over the implementation of such reduction and the Employer agrees to notify the Union in writing prior to bargaining or implementing said reduction.

B. Sub-contracting of work covered by this Agreement to companies not covered by a collective bargaining agreement with the Union, or to any individual, is prohibited. No employees shall be offered, requested or allowed to sub-contract any work from the Company.

C. The Company shall not enter into any agreement with an account which will in any way limit the right of the account to hire the employees of the Company or the right of the employees to accept such employment, following termination of the Company's services by the account. In the case where it is necessary for the primary Employer to fill temporary staffing shortages with its subsidiary contractors the Employer shall agree the following protocols:

1. Both regular and floaters on shift will be asked to volunteer to fill temporary shortages
2. If there is no volunteers then only floaters will be subject to fill temporary shortages
3. If no floaters volunteer then a floater/s will be assigned in reverse order of seniority

D. Employees on layoff and extra employees shall receive preference over all new hires in the event the Company hires employees.

E. The Union shall have the right to conduct an investigation, including the inspection and auditing of any books or records of the Company and at any job location, building or establishment, in order to determine whether any provisions of this Article have been violated.

F. In the event the Company's services are terminated by an account, the Company will then furnish the Union the name of said account, its address, the number of members employed, and the hours such members worked on said account prior to the termination. This notice shall be forwarded to the Union at least two (2) weeks prior to the date service is scheduled to terminate.

G. The Company will agree to establish regular work assignments to the extent that such work assignments are:

1. Limited to those who are performing the same job function in the same work area for five (5) contiguous days of the week.
2. Not open for bid by employees with less than six (6) months seniority. However, if no employees with more than six (6) months of seniority sign the bid, it will then be offered to employees with less than six months in accordance with the provisions of Article 14.

3. Not an impediment to productivity, efficiency or flexibility as it regards the Company's right to redirect and/or reassign in an emergency or as a result of operational necessity.

H. The Employer shall endeavor to adjust work assignments in the event of absenteeism in order to avoid an undue workload burden on any employee covered by this agreement. There shall be no permanent speedups or increase in the workload so as to impose an undue burden on any employee covered by this Agreement.

I. In the event that the City requires the contractor to stagger shift start and break times, the Union and the company agree to negotiate over such changes. Such negotiations shall not exceed 14 days in duration. If no agreement can be reached at the end of this period the company reserves the right to implement its final offer. The Union shall not have the right to strike over the implementation of this provision so long as the city has required the contractor to implement this provision.

ARTICLE 12

HOLIDAYS/BIRTHDAYS/ANNIVERSARY

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

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King's Birthday (On the day recognized by federal government)	Fourth of July	Christmas Day
President's Day	Labor Day	

The employees shall not be eligible for holiday pay during the first thirty (30) days of employment unless the employee is required to work on said holiday.

B. Pay for holidays not worked, but for which an employee is eligible to receive holiday pay, shall be at the employee's regular rate of pay for the holiday as he/she would receive if he/she had worked. Those working the stated holiday shall be paid at the rate of time and one-half (1 1/2) for all hours worked on the holiday in addition to holiday pay.

C. All holidays except for Martin Luther King's Birthday shall be observed on the actual holiday versus the official day as set by the Federal Government.

D. If a holiday falls on the employee's regular day off, an additional day off with pay shall be granted on the day before or the day after the employee's regularly scheduled day off. The Company may, however, at the employee's option, pay eight (8) hours pay for said holiday in lieu of granting an additional day off with pay. The employee shall advise the Employer one (1) week

prior to the holiday whether he/she is going to take an additional paid day off or an extra day of pay in lieu of the day off.

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

F. The employee must have worked on the regularly scheduled shift immediately preceding and following such holidays, including the holiday (where applicable) to be eligible for holiday pay (unless absent because of proven illness or emergency).

G. Anniversary Date of Employment: All employees with one or more years of continuous service shall receive their anniversary date of employment as a paid day off, or, at the employee's option shall receive eight (8) hours of pay in lieu of a paid day off. The employee may substitute a day off of their choice for their anniversary date of employment with the mutual agreement of the Employer, provided such day is scheduled within one (1) year of its occurrence.

H. Eligible employees should submit requests for taking their anniversary day or birthday off. These requests shall be submitted in writing no less than seven (7) days in advance of the date desired.

I. Employees shall receive their birthday as a paid day off or at the employee's option shall receive eight (8) hours pay in lieu of a paid day off. The employee may substitute a day off of their choice for their birthday with the mutual agreement of the Employer provided such day is scheduled within one (1) year of its occurrence. Only employees with 30 days continuous service will be eligible for birthday.

## ARTICLE 13

## VACATIONS

A. The Company will grant two (2) weeks' vacation with pay as set forth below to all employees who have been in the continuous service of the Employer and/or predecessor contractors for one (1) year preceding the period for which the vacation is to be taken, and shall have been a regular full time employee during such year.

B. The Company will grant three (3) weeks' vacation with pay as set forth below to all employees who have been in the continuous service of the Employer and/or predecessor contractors for a period of five (5) years preceding the period in which the vacation is to be taken, and shall have been a regular full-time employee during such five (5) year period.

C. The Company will grant four (4) weeks' vacation with pay as set forth below to all employees who have been in the continuous service of the Employer and/or predecessor contractors for a period of ten (10) years preceding the period in which the vacation is to be taken, and shall have been a regular full time employee during such ten (10) year period.

D. The Company will grant five (5) weeks' vacation with pay as set forth below to all employees who have been in the continuous service of the Employer and/or predecessor

contractors for a period of fifteen (15) years preceding the period in which the vacation is to be taken, and shall have been a regular full time employee during such fifteen (15) year period.

E. The amount of vacation which full time employees shall receive shall be in accordance with paragraphs A, B, C, and D above and shall be payable, at the employee's option, in the pay period in which the employee's anniversary date occurs or when the employee takes his/her vacation. (As part of the employee's regular paycheck, no separate vacation check will be issued). Vacation pay will be computed at the employee's rate of pay on the employee's anniversary date.

F. Employees shall be solicited during December of each year for their vacation preferences for the coming year. The Employer will set aside time in the schedule that equates to the amount of vacation hours earned per full time employee of vacation during the scheduling process. Such vacation requests shall be granted on the basis of seniority. The Employer shall post all approved vacations by January 15<sup>th</sup>. Any request submitted after December 31<sup>st</sup> will be considered by seniority but an employee may not displace a less senior employee who submitted their vacation request before December 31<sup>st</sup>. At the conclusion of the vacation period, the employee will return to his/her normal weekly schedule and assignment.

G. The last hiring date of the individual employee shall determine his/her eligibility for vacation. Vacations shall be taken at any time after the employee's anniversary hiring date, but prior to his/her next anniversary hiring date. Vacation shall not be cumulative.

H. In case of an approved leave of absence or layoff of greater than thirty (30) days, an employee's anniversary date, for the purpose of determining eligibility of vacation, shall be changed by adding it to the period of his/her absence or layoff. An employee who is laid off through reduction in work force and recalled within thirty (30) days or an employee who returned from an approved leave of absence of thirty (30) days or less, shall be considered as having been continuously employed as to vacation right.

I. An employee with twelve (12) months or more of service, who is terminated, laid off or who resigns, will receive prorated vacation pay.

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

K. Vacation pay shall be paid in a separate payment in the same manner of the employee's normal wage payment: pay card or direct deposit.

## ARTICLE 14

### SENIORITY

A. Seniority is defined as continuous employment within the bargaining unit with the Employer from date of hire or continuous employment within the bargaining unit, whichever is longer. Seniority will be broken if:

1. Employee quits or is terminated for just cause.
2. Employee is laid off and not recalled for a period of more than one (1) year.
3. Employee fails to return from an authorized leave of absence.

B. Seniority shall prevail in the assignment of shifts, work assignments, vacation scheduling, layoffs, reductions in staff, days off and recalls.

C. All shift openings, regular work assignments, days off and job opportunities shall be posted for at least seven (7) days and awarded to the most senior qualified employee who applies for the position. The Employer shall have the right to temporarily fill the position during the posting period. On the first day of each quarter (i.e. January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>) and upon request of the Union, the Employer shall provide the Union with a copy of all job postings for the previous month with the successful bidder(s) noted on each, as well as an updated seniority list of each shift that includes days off and regular work assignments as well as names and seniority dates.

D. If an employee bids into a higher classification and fails to perform satisfactorily during the first thirty (30) days in the new job, the employee shall have the right to return to his/her previous classification.

E. In the event that the Employer finds it necessary to eliminate any regular work assignments, days off, or shift jobs, any affected employee(s) shall then have the right to displace any less senior employee. The employees shall post any such changes, and in the event that no employee signs for this change, the least senior employee shall be required to accept the posted change with 7 days notification by the Employer.

F. Bidding and Job Assignments. Regular work assignments, shift assignments, concourse assignments, and days off will be bid as follows.

1. Days off will be bid and posted within the concourse and shift, assuming that no additional employees are needed to work within the concourse and shift. If new employees are needed on the concourse the bid for days off will be open to all employees assigned to this shift. If open to all employees on the shift the bid will be posted on each concourse and the main terminal.

2. Concourse assignments will be bid within the shift, assuming that no additional employees are needed on the shift. If new employees are needed on the shift the bid for concourse assignment will be open to all employees. In all cases bids for concourse assignments will be posted on all concourses and the main terminal.

3. Shift assignments will be open to all employees, and posted on all concourses and the main terminal.

4. Regular work assignments will be bid and posted within the concourse and shift, assuming that no additional employees are needed to work within the concourse and shift. If additional employees are needed on the concourse the bid for regular work assignments will be open to all employees assigned to this shift. If open to all employees on the shift the bid will be posted on each concourse and the main terminal.

5. The Company will provide, upon request, a list of all regular work assignments and the employees assigned to each area. If it is found that there are work assignments that are not assigned, the Company will agree to post those areas within five (5) working days.

6. The Company will not eliminate regular work assignments unless mandated by the City of Denver or necessary for operational reasons. The Company will provide at least seven (7) days' notice to the Union prior to eliminating regular work assignments unless prevented for legitimate reasons.

7. Floater assignments shall be equitably rotated.

## ARTICLE 15

### DISCIPLINE/DISCHARGE

A. The Employer shall discipline or discharge employees only for just cause. The Employer shall issue a disciplinary notice within seven (7) calendar days of the offense or the Employer's knowledge of the offense. If the employee is absent at the expiration of the seven (7) day period, the deadline will be extended until the employee's return to work. The Employer shall notify the Union of all disciplinary action and the reasons therefore at the time of notification of the employee or as soon thereafter as practicable.

B. An employee shall have the right to have a shop steward and an interpreter present at any meeting where disciplinary action might be imposed or at any investigatory meeting which may lead to discipline. The supervisor will advise the employee of this right, and will, at the employee's request, contact the steward (or Union representative) to be present at any such meeting. The Employer shall provide interpretation for any employee who does not speak English when practicable. If an interpreter is not immediately available or if the grievant or steward objects to the interpreter offered by the Employer, the meeting shall be rescheduled at the request of the employee or the Union steward. Deadlines for presenting discipline may be extended by mutual agreement for up to five (5) additional days to ensure that an appropriate interpreter is made available. The Union agrees to provide an interpreter within this time period.

C. Disciplinary notices shall be removed from the employee's file six (6) months from the date of issuance. Any employee shall have the right to inspect his/her personnel file, upon request to the project manager, who will establish a mutually agreeable time for the employee to inspect his/her file.

D. The Employer shall have the right to implement reasonable new work rules or clarifications provided that such rules or clarifications are posted at least thirty (30) days prior to implementation. The Employer agrees to meet with the Union on the effects of new rules or clarifications.



E. When an employee is suspended with no prior disciplinary action due to the severity of the infraction, then the employee may be placed on a three month probation for that infraction only.

## ARTICLE 16

### HEALTH AND WELFARE

The Company will offer health benefits to employees, as follows:

A. The Company will contribute 100% of the monthly premium for individual coverage (not less than \$447.10 per month).

B. The Company will contribute 75% of the monthly premium for employee plus one person coverage (not less than \$808.60), and for employee plus family coverage (not less than \$1,153.32 per month).

C. The Company will notify the Union three (3) months in advance of the open enrollment period. The Company agrees to negotiate with the Union regarding any change in health care costs, level of benefits or insurance carrier, subject to the provisions of Art. 19.

D. The employee portion of health insurance costs will be deducted from the employee's paycheck.

E. Employees wishing to cancel their Dental coverage may do so by informing the personnel office. The amount deducted from employee's check for such coverage will be eliminated on the next pay period.

## ARTICLE 17

### LEAVE OF ABSENCE

A. An application for a leave of absence shall be made in writing ten (10) days in advance by an employee requesting leave. The request will contain the requested start and end date of the leave. The leave of absence will be approved or denied in writing by the Company. Approval shall not be unreasonably denied. No benefits, with the exception of seniority, will accrue during a leave of absence and vacation time will be used and paid as part of the leave of absence. Seniority shall continue to accrue during the first thirty (30) days of an authorized leave of absence.

B. Employees who have been employed by the Company for at least three (3) months may request a leave of absence in writing. The leave of absence will be without pay and will not exceed ninety (90) days. If an employee does not report back to work on the agreed date, termination may result unless the employee requests an extension in writing three (3) days prior to the scheduled end date of the leave and the Company has approved the extension.

C. Employees returning from leave of absence of less than ninety (90) days shall be returned to their previous shift and regular work assignment. Employees returning from leave of

absence greater than ninety (90) days shall be returned to the nearest comparable assignment to that which they left.

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

**Employee Eligibility.** The FMLA defines eligible employees as employees who: (1) have worked for the Company for at least 12 months; and (2) have worked the Company for at least 1,250 hours in the previous 12 months.

**Leave Entitlement.** Eligible employees may take leave for the following reasons: (1) to care for the employee’s child upon birth or to care for a child upon the child’s placement with the employee for adoption or foster care; (2) to care for a parent, spouse, or child with a serious health condition; (3) when the employee is unable to work because of the employee’s own serious health condition; (4) to perform covered needs due to a covered family member’s active duty status or call to active duty status; or (5) to care for a covered service member recovering from an injury incurred in the line of duty or active duty.

**Serious Health Condition.** According to the FMLA, a “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay in a hospital, hospice or residential medical facility), including any period of incapacity or any subsequent treatment in connection with the inpatient care; or (2) “continuing treatment” by a health care provider. For further information on what is considered “continuing treatment,” contact the Company’s Human Resources Department. Spouses employed by the same employer are jointly entitled to a combined leave of 12 work weeks of family leave to care for a parent who has a serious health condition. However, each spouse may take up to 12 work weeks of leave to care for a child or spouse with a serious health condition.

**Birth, adoption, or foster care of children.** FMLA leave for birth or placement for adoption or Foster care must conclude within 12 months of the birth or placement. If both spouses are employed by the Company, they are jointly entitled to a combined leave of 12 work weeks of family leave for the birth of their child or placement of a child with them for adoption or foster care.

**Military family leave.** The FMLA can be used for covered military family leave. The FMLA permits employees with “any qualifying exigency” arising out of the fact that the spouse, son or daughter, or parent of the employee is on active duty (or called to active duty) as part of a contingency operation, or for certain retired personnel as defined by law, to take up to 12 weeks of leave in a 12-month period. The FMLA also permits “a spouse, son, daughter, or parent, or next of kin” up to 26 weeks of leave in a single 12-month period to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligible employees are entitled to a combined total of up to 26 weeks of all types of FMLA leave during the single 12-month period. For information on what is considered a “qualifying exigency,” contact the Company Human Resources Department.

**Intermittent or reduced work schedule leave.** In certain circumstances, eligible employees may take FMLA leave intermittently (for example, in blocks of time) or by reducing their work schedule. If FMLA leave is to care for a healthy child after the birth or placement for adoption or foster care, you may take your FMLA leave intermittently or on a reduced work schedule only with the Company’s permission. If the FMLA leave is because of a serious illness or to care for a seriously ill family member, you may take the leave intermittently or on a reduced work schedule if it is medically necessary as certified by the treating health care provider.

E. Personal Leave Days: Employees who have completed ninety (90) days of employment may request up to two (2) personal leave days per year. The employee will submit a written request specifying the day(s) and date(s) which he/she wishes to take off. Such leave will be subject to Management approval and shall not be unreasonably denied. In the event the employee has accrued sick time, said sick time may be used for personal leave days above.

F. The Employer will grant leaves of absence to current employees in semi-retirement status (over age 62) to accommodate Social Security earning limits. Employees returning from such leave shall be placed in the closest available open position to that which they had at the time of the leave. Days off, shift assignment, work assignment, and concourse assignment are not guaranteed. The employee must provide at least sixty (60) days notice of their intent to request such a leave. If no position is available at the time an employee offers to return, such employee shall be offered positions which become available on a seniority basis. The employee shall give at least two (2) weeks notice of their desire to return from leave. The parties agree to investigate job sharing options for such leaves if feasible. Returning employees cannot bump into an existing filled position but will maintain seniority for pay purposes and *pro rata* vacation benefits.

G. For all unpaid leaves except FMLA, if the employee commences the leave after the 15<sup>th</sup> day of the month, the Company will pay health insurance during the first month of the leave; if the employee returns from leave before the 15<sup>th</sup> day of the month, the Company will pay health insurance during the last month of the leave; otherwise, all months will be initially paid by the

Company, but the Company will then be reimbursed for those payouts by the employee. However, the employee shall have the right to cancel his/her health insurance with the understanding that she/he will not be able to re-enroll until the next open enrollment period.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

A. Any grievance or dispute concerning the interpretation or application of this agreement may be submitted as a grievance. Written notice of a grievance shall be to the company within ten (10) working days of occurrence.

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

Step 1: The Company's shift manager shall meet within ten (10) working days of notification by the Union, unless mutually agreed. The Step 1 meeting shall be held with the shop steward and the grievant, and attempting to resolve the dispute. The Company representative shall issue his/her answer to the grievance, in writing, within ten (10) working days of the Company's written response. The Employer shall provide interpretation for any employee who does not speak English when practicable. If an interpreter is not immediately available or if the grievant or steward objects to the interpreter offered by the Employer, the meeting shall be rescheduled at the request of the employee or the Union steward. Deadlines for the Step 1 meeting may be extended by mutual agreement for up to ten (10) additional days to ensure that an appropriate interpreter is made available. The Union agrees to provide an interpreter within this time period.

Step 2: The second step meeting shall be held no later than ten (10) working days following the Union's request for a Step 2 meeting, unless mutually agreed by both parties. At this meeting the Union internal organizer, the grievant, and the shop steward, shall meet with the immediate supervisor of the Company who conducted the first (Step 1) meeting, or with the Company's designated Labor Liaison Manager. Said Company representative will provide the Union with the Company's answer to the grievance, in writing, within ten (10) working days. If the dispute is not resolved at the Step 2 meeting, the Union may notify the Company, in writing, within ten (10) working days of the Step 2 answer, of its desire to proceed to arbitration.

Arbitration: The party requesting arbitration shall request a list of arbitrators within ten (10) working days of notifying its intent to arbitrate. In the event the parties are unable to agree upon the selection of an arbitrator, the Federal Mediation and Conciliation Service shall provide the Union and the Company with a list of seven (7) arbitrators. The grieving party shall have the first strike privilege. The parties must agree upon the selection of an arbitrator within ten (10) working days of receipt of the list of seven (7) arbitrators. If a party refuses to participate in the timely selection of an arbitrator, the other party may select the arbitrator from the FMCS list. The arbitrator's decision shall be final and binding on both parties. The arbitrator's fee and all incidental expenses of the arbitration shall be

borne equally by the parties hereto. Arbitration shall be set for a date no later than 150 days from occurrence, unless mutually agreed by both parties, or unless the selected arbitrator is not available within this time period. The arbitrator shall not have the authority to add to, detract from, modify, or amend this agreement.

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

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

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

F. Mediation Procedure. Once a Grievance has been responded to at Step 2, either party may elect to appeal an unresolved grievance to arbitration or an issue may be submitted by mutual agreement to mediation. A grievance may be referred to mediation by either party following a timely appeal to arbitration.

The mediator shall be selected by mutual agreement of the parties. The mediator shall serve for a one-day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a mediator, this mediation procedure shall not be effective.

The expenses or fees of the mediator shall be shared equally by both parties.

Attendance at the mediation sessions shall be shared equally by both parties:

Union: Spokesperson  
Assigned Union Representative  
Grievant

Employer: Spokesperson  
Company Representative  
Operations Representative

Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process.

Neither legal counsel for either party, nor court reporters, or recording devices, nor any type of note takers shall be allowed to be present at the proceedings.

The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.

Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.

The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve the settlement, the mediator is free to use all of the techniques associated with mediation, including private conferences with only one party, select individuals, etc.

If settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how he/she thinks the grievance would be decided if it went to arbitration. Said opinion will not be final and binding, but rather advisory. The mediator's opinion shall be given orally together with a statement of reasons for such.

Either party will be free to return the dispute to arbitration.

Should the mediation be scheduled during the working shift of the grievant, the grievant will be permitted time off work, subject to staffing availability, to attend mediation proceedings, without loss of pay. Union observers may request time off for Union business without pay.

#### ARTICLE 19 NO STRIKE CLAUSE

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

B. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action for any employee covered by this agreement to refuse to go through or work behind any picket line established because of a strike authorized by the Denver Area Labor Federation, AFL-CIO and/or Colorado AFL-CIO, provided such authorized strike and picket line relates to protected activities by the employees of the Company, as a party to this agreement or to activities against another employer who has been struck by his employees, where the strike has been ratified or approved by their representative whom such employer is required to recognize under the law.

#### ARTICLE 20 MANAGEMENT RIGHTS

A. Subject to provisions of this Agreement, the Company shall have the exclusive right to direct the employees covered by this Agreement. Among the exclusive rights of management, but not intended as the wholly inclusive list of them, are the right to plan, direct and control all operations performed at the various places of business serviced by employees covered by this Union Agreement; as well as the right to direct the working force; to transfer; to hire; to promote;

to demote; to discipline; suspend or discharge for proper cause; and to relieve employees from duty because of lack of work or other legitimate reasons.

ARTICLE 21 SICK LEAVE

A. Each employee shall be granted one-half (1/2) day of sick leave per month accumulative to a maximum of thirty-six days. Only employees with thirty (30) days or more of continuous service will be eligible for sick leave.

B. Sick leave will be paid from the first (1<sup>st</sup>) day of illness for employees, to care for sick family members, or for any other leaves covered by Article 17, Section E.

C. The Employer may require a doctor's slip if the Employer has reasonable doubt as to the employee's illness or such employee has exhibited a pattern for being absent on the same day of the week or on days adjacent to the employee's "off days".

D. The parties agree that weekend absences will be treated the same as weekday absences for disciplinary purposes.

E. An employee shall be eligible to receive cash payment for up to one-half (1/2) of his/her unused annual sick leave accrual (but no more than five (5) days' worth). Such cash payment shall be made in December of each year upon employee request.

F. On June 1 and December 1 of each year, the Employer will post a list of all employees and their sick leave accrual.

ARTICLE 22 PENSION

A. The Company agrees to contribute to the Service Employees National Industry Pension Fund \$0.40 per hour worked for each employee.

ARTICLE 23 FUNERAL LEAVE

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

B. After an employee takes paid funeral leave, he/she may request an additional unpaid leave. This extended funeral leave will be provided to the employee for up to six (6) weeks. Benefits shall not be earned or accrue during that period, with the sole exception that seniority shall continue to accrue. Health insurance shall be paid as for other unpaid leaves, in accordance with Article 17(H). Employees wishing to take extended funeral leave must request it, by calling the Labor Liaison Manager, on or before the expiration of their funeral leave under Article 23(A) above.

C. The Company reserves the right to ask for reasonable verifiable proof of death, relationship and attendance at funeral.

## ARTICLE 24

## OCCUPATIONAL SAFETY AND HEALTH

A. Any dispute or disagreement regarding a workplace safety and health issue may be submitted to the grievance and arbitration procedure of this Agreement.

B. All gloves provided employees shall be proper for the substances being handled, and shall be immediately replaced by the Company at the first sign of wear, leakage, improper fit, etc.

C. It is the goal, right and obligation of the Company to provide a safe and healthful workplace at all times.

D. The Company agrees to provide proper safety appliances and equipment to safeguard the health and safety of the employees. In addition, the Employer agrees to provide proper safety shoes/boots to all third shift waxers and kaivac restroom employees in order to avoid accidents in the workplace. The Company agrees to observe State and Federal Laws regarding working conditions for employees.

E. Employees will not be required to perform work that is unsafe or dangerous to their safety. No employee will be disciplined for refusing to perform unsafe or dangerous work. When an employee is concerned that he/she is being asked to perform unsafe or dangerous work, he/she will consult with the supervisor who will investigate whether the employee has a reasonable right to refuse to do the work. When the supervisor directs the employee to do the work, the employee will do the work forthwith. If the employee disagrees, he/she shall perform the work and thereafter consult with the steward and file a grievance in accordance with the provisions of this Agreement. If the supervisor agrees with the employee that the work is unsafe or dangerous, the employee will be assigned to alternate work.

F. An employee receiving treatment for a work-related injury may request an independent medical examination (IME) in accordance with Colorado law (currently CRS § 8-42-107.2). According to that statute, as currently drafted, in order to get an IME the employee must receive an impairment rating from a Company doctor as part of a final admission of liability on the part of the Company; the employee must request the IME on an appropriate form within thirty (30) days of the mailing of the final admission of liability or disputed finding or determination.

## ARTICLE 25

## JURY DUTY LEAVE



A. Any employee who is required to report for jury service on the day and during the hours which he/she is scheduled to work shall be paid the difference between the amount received for jury service and the amount he/she would have earned working his/her regularly scheduled day at the straight time rate.

B. In order to receive such pay from the Company, the employee must furnish evidence from the court of such service and the amount paid him/her by the court.

ARTICLE 26                                 ASSIGNMENTS

A. The parties agree that in the event that the ownership of the Company 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 Company. The Union likewise binds itself to hold this contract in force to its termination and agrees that no part of his agreement shall be assigned to any labor organization without consent of parties hereto.

ARTICLE 27                                 SAVINGS CLAUSE

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

Prevailing Wage

B. Both parties agree that maintaining an equivalency between the prevailing wage/benefit provisions set forth by the City and County of Denver and the terms of this Agreement is in the best interest of both parties. The Union will submit any negotiated contract changes regarding wages, benefits or other economic provision immediately to Denver's Career Service Authority. Both parties agree to act in concert for the purpose of effectuating any required change with the Career Service Authority.

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

ARTICLE 28

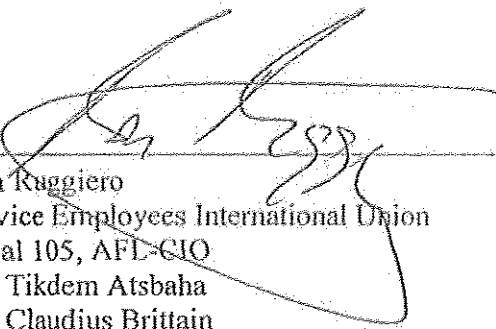
TERM OF AGREEMENT

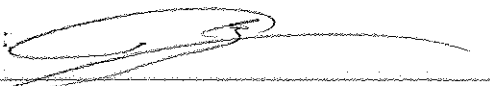
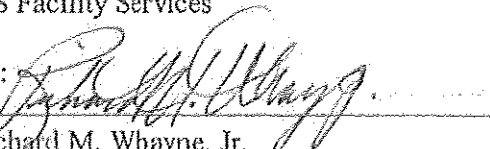
A. This is a four (4) year agreement and shall be effective from the date of execution, January 1<sup>st</sup> 2017 and shall remain in effect until September 30, 2020.

B. Negotiations for a new collective bargaining agreement shall begin no later than August 12, 2020. Both parties pledge good faith efforts to complete such negotiations well in advance of the scheduled expiration date of this agreement.

C. Appendix "A" and Appendix "B" set forth hereinafter are incorporated as a part of this agreement, and shall have the same effect as though fully set forth herein.

In witness whereof, the parties have signed their names and affixed the signatures of their authorized representatives on this \_\_\_\_\_ day of December, 2016.

By:   
\_\_\_\_\_  
Ron Ruggiero  
Service Employees International Union  
Local 105, AFL-CIO  
By: Tikdem Atsbaha  
By: Claudius Brittain  
By: Gloria Paz  
By: Vidal Turcios  
By: Hector Mazariego  
By: Elia Diaz Lopez  
By: Rebecca Canete  
By: Obdulio Marcelo

By:   
\_\_\_\_\_  
Tony Boucher  
ISS Facility Services  
  
By: Phil Collins  
ISS Facility Services  
  
By:   
\_\_\_\_\_  
Richard M. Wayne, Jr.  
Wayne Enterprises

**APPENDIX "A"**

**WAGE SCHEDULE**

**Hourly Base Pay Rate**

<b>Effective August 1<sup>st</sup>, 2016</b>	
Custodian I	\$14.53
Custodian II	\$14.88
<b>Effective September 15<sup>th</sup>, 2017</b>	
Custodian I	\$15.08
Custodian II	\$15.43
<b>Effective September 15<sup>th</sup>, 2018</b>	
Custodian I	\$15.53
Custodian II	\$15.88
<b>Effective September 15<sup>th</sup>, 2019</b>	
Custodian I	\$15.98
Custodian II	\$16.33
<b>Effective September 15<sup>th</sup>, 2020</b>	
Custodian I	\$16.43
Custodian II	\$16.78

***SHIFT DIFFERENTIAL***

2<sup>ND</sup> SHIFT -                   \$.50/HR.  
3<sup>RD</sup> SHIFT -                   \$1.00/HR.

***ECO-PASS***

The Company will provide an Eco-Pass to all bargaining unit employees.

## **APPENDIX “B”**

### FLOATERS

Upon the request of the Union, management will meet with a Union representative and employees to discuss any concerns about floater assignments. The purpose of these discussions will be to allow the parties to discuss items of mutual concern related to floater assignments. Those discussions are not contract negotiations; they do not reopen the collective bargaining agreement, and all terms and conditions of the collective bargaining agreement will remain in effect, including but not limited to Art. 19; the discussions and any decisions by management thereafter regarding those discussions will not be subject to the grievance and arbitration procedures of the collective bargaining agreement.

**Side Letter to Union CBA between ISS and S.E.I.U Local 105 dated 1/1/09 (revised 12/8/16)**  
**General Agreements and Understandings: Snow Removal**

1. Employees shall receive no less than 2 hours advance notice in the event they are required to work overtime. The only exception is the instances in which the city has verifiably not informed ISS of the need for snow removal with sufficient advance notice.
2. In the case that an employee has a verifiable and acceptable extenuating circumstance which precludes them from (on occasion), performing the services for which they have volunteered, they will not be disciplined under such circumstances. Examples of such circumstances may include, but not be limited to: a verifiable medical condition that interferes with one's ability to perform snow removal duties without harm to their health; a prior commitment to pick up a child or dependent family member that cannot be resolved, etc.
3. Seniority will be initially respected in terms of choosing snow removal volunteers, upon successful completion of snow procedure and equipment training, and reverse seniority will be respected in terms of mandating overtime for snow removal duties, including operating heavy motorized snow cleaning equipment and operating ride-on snow cleaning equipment. Volunteers must demonstrate competence and availability for snow removal or they may be removed from the voluntary snow removal list. Upon the 1<sup>st</sup> instance of refusal to perform snow duty, a volunteer will be moved to the bottom of the seniority list. A 2<sup>nd</sup> occurrence of refusal will result in removal of the employee from the volunteer list.
4. Proper protective clothing and equipment will be provided and all clothing and equipment will be in accordance with the tenets outlined in the collective bargaining agreement. Stewards will be given the opportunity to inspect the equipment and clothing prior to the beginning of snow season.
5. ISS will continue to respect the following: Employees left to perform inside duty while snow volunteers are pulled off their regular job assignments to perform snow removal services, be provided sufficient replacement help or their work specifications will be adjusted in order to avoid unnecessary workload increases.
6. ISS will continue to respect the following: Lunches and break periods will be respected as defined in the collective bargaining agreement.
7. The snow removal payment rate (or "Snow Differential") shall be set by the City and County of Denver's Prevailing Wage Determination of Group 2 Laborer and Power Equipment Operator. Differentials will be calculated based off of 1<sup>st</sup> shift Custodian 1 base wage and fringe rate. The Company will notify the Union representative of any changes in the Differential or the Prevailing Wage Determination rate within one (1) week of becoming aware of such changes.
8. ISS will continue to respect the following: Employees will be allowed short additional breaks to warm up throughout performance of snow duties. This privilege shall not be abused by employees, or appropriate disciplinary measures will be taken.
9. Snow pay will be received accurately, on time and in accordance with the tenets outlined in the collective bargaining agreement. If an employee feels this is not the case, they have recourse to the payroll grievance process. The only exception to this tenet will be situations in which a "snow mobilization period" overlaps the end of a pay period by more than 6.5 hours (i.e. goes beyond 6:30 a.m. on the Saturday following the end of a

- pay period).
10. Mandatory overtime will be governed by the tenets of Article #9E of the collective bargaining agreement. It is expressly understood that “snow volunteer” overtime is not subject to the terms and conditions of this Article.
  11. Snow pay hours and rates of pay will be listed as “line items” on employee paychecks.
  12. The company will not threaten to hold employees financially accountable for equipment breakage; however, demonstrated negligence will result in appropriate disciplinary action. The supervisor shall inspect equipment before and after its use.
  13. Employees who are either called in or required to stay for mandatory overtime shall receive a minimum of four (4) hours of pay at the applicable “snow time” pay rate, even if less time is actually worked.
  14. “Ride-on” equipment will be outfitted with a covered cab enclosure.
  15. Employees undergoing “snow training” will receive an additional pay differential of \$5.00/hr. for “straight time” and \$7.50/hr. for “overtime”.
  16. Conex boxes in which snow equipment are stored shall be adequately lit, and employees will not be required to take their breaks in these containers.
  17. Employees who are assigned to the “remote” areas (Pike’s Peak / Mt. Elbert / airside / landside / economy parking lots) will not be assigned to these areas more than two (2) times in a one (1)-month time frame. It is expressly understood that “snow volunteers” do not have recourse to this item.
  18. Employee groups assigned to Pike’s Peak, Mt. Elbert, airside, landside, and economy parking areas will be given a company radio with a designated “snow operations channel” in the event of an emergency if they are left in the area without a supervisor present. Employees in Pike’s Peak, Mt. Elbert, airside, landside, and economy parking lots will also be allowed to carry their personal cellphones. If a supervisor is unable to remain with any outside work group due to the severity of a given “snow event”, a supervisor will return to “check up” on the work group in no less than two (2) hour time increments. In the event that the work group radios for assistance, a supervisor shall respond in no less than thirty (30) minutes, as operationally feasible.
  19. Employees who are performing their regularly assigned job functions during the course of their scheduled shift shall be “pulled” to do outside snow removal duties no more than five (5) times in a one (1) – month time frame (starting on the first of the month and ending on the last of the month). This provision does not apply to “snow duty volunteers” who will be required to perform snow duties in accordance with their “snow duty commitment.”
  20. Employees wishing to volunteer for snow duty will be required to sign a “Snow Duty Volunteer Commitment”.
  21. The company agrees to hold a labor management meeting regarding snow removal every year in October.
  22. The Union retains the right to grieve any alleged violation of this agreement.

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Date: \_\_\_\_\_