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# **CONTRACT**

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***BETWEEN***



**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 105**

***AND***

**ASM GLOBAL**

CONCERNING HOUSEKEEPING  
EMPLOYMENT AT THE COLORADO  
CONVENTION CENTER

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**EFFECTIVE:**

NOVEMBER 8TH, 2021

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## PREAMBLE

AGREEMENT: This agreement made and entered into this 8th day of November, 2021 at Denver, Colorado by and between ASM Global (hereinafter referred to as the “Company”) and the Service Employees International Union, Local No. 105 CTW, CLC, (hereinafter referred to as the “Union”) effective November 8th, 2021.

WHEREAS, the Employer 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 Employer 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 janitorial 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 janitorial work performed in the housekeeping department, and those employees who are classified by the Company as housekeepers, and who are employed to perform janitorial services for the Company, while such employees are engaged in the performance of janitorial services.

### **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 ASM Global, 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 ASM Global. 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.

- 4.3 The Company shall notify the Union as soon as an offer of acceptance by a new hire is received via an electronic list of such new hires to the Union.
- 4.4 The Union may hold annually a one-hour training/discussion session to familiarize the employees with the terms of this Agreement and discuss other labor relations issues. Such training shall occur off-site and not on Company premises.

**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, Union's Committee on Political Education (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 31st 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, phone number, mobile number, email address, date of hire, rate of pay, hours of work, 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.
- 7.1.1 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.

- 7.1.2 Full-time employee: A Full-time employee is guaranteed the offer of forty (40) hours of pay per week. A Full-time employee is eligible for benefits pursuant to Articles 14, 15, 16 and 17. The Company in its discretion based on event activity need agrees to bring the minimum number of active full-time positions to fifty (50) full-time positions no later than December 31, 2021. For 2022 and 2023 the Company will maintain at least fifty (50) full-time positions. If at any time during this Agreement the Union has reasonable belief that there has been a significant increase in the need for additional (fulltime) staff, it shall have the right to reopen this Article 7.1.2 for renegotiation concerning the minimum number of full-time positions, pursuant to Article 7.1.3.
- 7.1.3 Requests to reopen Article 7.1.2 for renegotiation must be submitted by the Union between October 1st and November 15th of any calendar year.

## **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 Housekeeping department.

- 8.2 The Company shall provide a seniority list each week as part of the schedule. Once per year, the Company shall post and forward to the Union representative the seniority list in chronological order based upon the date of hire or original seniority date, and list the actual seniority date for each employee.
- 8.3 Seniority shall be used for the purpose of assigning shifts, scheduled overtime, and workdays.
- 8.4 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 twelve (12) months. Recalls shall be in order of seniority.
- 8.5 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 ensure 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.

8.6 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 20, Arbitration. The employer 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 20, 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 No employee shall be disciplined for refusing to perform work that is determined to be unsafe or dangerous. When an employee is concerned that he is being asked to perform unsafe or dangerous work, he will consult with the supervisor and steward, who will investigate whether the employee has a reasonable right to refuse to do the work. If the supervisor agrees with the employee that the work is unsafe or dangerous, the employee will be assigned to alternate work, if such work is available. Timely conclusions as to the appropriateness of the work are of the essence; unreasonable delays in consultations shall not be acceptable. When the supervisor directs the employee to do the work, the employee will do the work forthwith. If the employee disagrees, he shall perform the work, and may thereafter consult with the steward and file a grievance in accordance with the provisions of this Agreement.
- 9.4 In case of injury on the job, the injured employee shall strictly comply with Company policies and procedures regarding on the job injury.

- 9.5 Employee vehicles shall not be used for the transporting of tools, equipment, supplies, or other Company materials.
- 9.6 Material Safety Data Sheets shall be filed and posted by the Company in compliance with federal and state regulations.
- 9.7 The Employer shall use its best efforts to provide employees with monthly safety and periodic 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 7.1.2. 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 24.1.
- 9.8 The Company shall provide reasonable care when assigning employees to work on ladders, lifts, towers, scaffolds, and the like. Consideration shall be offered for those employees who have fear of heights. Where possible, at the discretion of the Company, and with consultation with the steward, alternate work may be assigned. If no alternate work is available, the employee may be released from work. The Company shall not be responsible for the make-up of any employee hours lost because of the Company's consideration.
- 9.9 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 9.4.

## ARTICLE 10 - HOURS OF WORK

- 10.1 The normal workweek for employees shall be defined as beginning at 6:30 a.m. Monday and ending at 6:29 a.m. the following Monday.
- 10.2 Any time worked in excess of seven and one-half ( $7\frac{1}{2}$ ) consecutive hours in a twenty-four (24) hour period or in excess of thirty-seven and one-half ( $37\frac{1}{2}$ ) hours in the work week, shall constitute overtime and shall be paid at the rate of one-and-one-half ( $1\frac{1}{2}$ ) 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. Employees not granted a minimum of six (6) hours break between shifts shall be paid at the rate of one-and-one-half ( $1\frac{1}{2}$ ) of the employee's basic straight time hourly rate until such break is afforded.
- 10.3 It is expressly understood that each employee shall be entitled to one (1), fifteen (15) minute uninterrupted rest period 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. To the extent practical, rest periods must occur at least one (1) hour after starting, and one (1) hour before ending a shift.
- 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.

## **ARTICLE 11 - WORK SCHEDULES**

- 11.1 Work schedules for the ensuing workweek shall be posted by twelve-noon (12 p.m.) every Sunday. 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. If the change is specific to cancelation of shift, the Company will call only those affected.
- 11.2 Changes in an employee's work schedule may be made only with the approval of the supervisor. 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.

- 11.3 During non-event days, full-time employees may be allowed flexible time, with the prior approval, and at the sole discretion of, the Company. Premium time shall not apply to employee-requested flexible time. The Company also reserves the right to schedule flexible time.
- 11.4 Shift assignments.
- 11.4.1 Employees shall be assigned shifts pursuant to Article 8.3.
- 11.4.2 The Company shall make reasonable consideration for shift preferences. Shift preference shall not limit the Company's ability to provide service to clients, events and the facilities. Flextime scheduled to fulfill the Company's reasonable consideration shall not be subject to premium time.
- 11.4.3 Weekend work shall be equitably distributed, as available.
- 11.4.4 Employees are encouraged to maintain and upgrade their job skills and education. In order to assist the employee in achieving this objective, ASM Global will make every reasonable effort to schedule the employee's working hours so that he/she can engage in schooling or vocational courses at a bona fide college, university, trade or technical school. Any employee desiring a change in scheduled work hours or shift for the purpose of attending such classes shall submit a request in writing to the manager of housekeeping



or his designee. The approval of any employee's request for a change in scheduled work hours or shift for the purpose of engaging in schooling shall be at the discretion of management. Change in scheduled work hours shall be for the duration of the specific course(s). In no event shall the approved schooling and schedule change result in an employee working less than a Full-time 40 hour a week shift. In the event any member of the Housekeeping department is enrolled in a certified education program and can provide documentation at the time of ratification, he/she shall be permitted to retain his/her shift if necessary to continue attending classes.

## **ARTICLE 12 - NEW HIRES AND EMPLOYEE INFORMATION**

- 12.1 When the Company requires additional housekeepers to perform work within the jurisdiction of the Agreement, the Company may first contact the Union for referrals. The Union shall provide applicants who, in the judgment of the Company, are competent and qualified. Applicants referred by the Union shall be given first consideration, but shall not be guaranteed employment. If, in the judgment of the Company, the Union is unable to provide sufficient numbers of qualified applicants, the Company shall be free to hire from any and all other sources available.

- 12.2 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.
- 12.3 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 13 - CALL IN AND REPORTING PAY**

- 13.1 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.

### **ARTICLE 14 - TIME OFF**

- 14.1 Paid Time Off (PTO). Approvals for PTO shall be in accordance with Company Personnel Policies. No more than one hundred seventy-six (176) accrued PTO hours shall roll over from year to year for one to five (1-5) year employees, two hundred sixteen (216) hours for five to ten (5-10) year employees, two hundred fifty-six (256) hours for ten to fifteen (10-15) year employees, two hundred ninety-six hours (296) for fifteen to twenty (15-20) year employees, and three hundred thirty-six hours (336) 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.

14.1.A Full-time employees with up to five (5) years of continuous service shall accrue 3.385 PTO hours for each full week worked. The maximum accrual during the first five (5) years of employment is one hundred seventy-six (176) hours per year. Full-time employees with five (5) to ten (10) years of continuous service shall accrue 4.154 PTO hours for each full week worked for a maximum accrual of two hundred sixteen (216) hours per year. Full-time employees with ten (10) to fifteen (15) years of continuous service shall accrue 4.924 PTO hours for each full week worked for a maximum accrual of two hundred and fifty-six (256) hours per year. Full-time employees with fifteen (15) to twenty (20) years of continuous service shall accrue 5.693 PTO hours for each full week worked for a maximum accrual of two hundred and ninety-six (296) hours per year. Full-time employees with twenty plus (20+) years of continuous service shall accrue 6.462 PTO hours for each full week worked for a maximum accrual of three hundred thirty-six (336) hours per year.

14.1.B 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.

14.2 Bereavement Leave. Full-time employees, shall be entitled to 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 entitled to three (3) days of paid leave. If the death occurs out of state, the employee shall be entitled to five (5) days of paid leave. The paid leave shall apply only to those days previously scheduled as workdays for the employee.

14.2.1 On January 2nd 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.

14.3 Jury Duty. Any employee who is 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 eight (8) non-premium straight time hours per day, or three (3) work days.

## 14.4 Unpaid leaves for employees.

- 14.4.1 Military leave. Military leave will be approved in accordance with Company Personnel Policies.
- 14.4.2 FMLA. All employees shall have rights of access to unpaid leave under the terms and conditions as established by FMLA. Company shall provide information yearly as mandated by Federal Law.
- 14.4.3 Leave of absence. In addition to situations arising under the FMLA, other circumstances of an exceptional nature, such as family illness or personal business, may arise that require an employee to request a leave of absence. Personal leave of absence will be granted only under unusual circumstances, in consultation with the employee, and at the discretion of the Company. While the Company may not unreasonably deny legitimate requests for leave, the Company reserves the right to maintain the work force at a level that does not interfere with the Company's delivery of service or conduct of business.
  - 14.4.3.A Request for any leave of absence shall be submitted, in writing, to the Human Resources Manager no later than fourteen (14) calendar days in advance of the first date of the requested leave. The request must specify length of the intended absence, the reason(s) for the absence, and

the employee's date of return to work. Bona fide and verifiable emergencies must be presented to the Human Resources Manager, or the designate, within twenty-four (24) hours of the discovery of the emergency, so as to allow consultation time with the employee.

- 14.4.3.B The length and terms of such leave, and an employee's status upon return from such leave, must be discussed and agreed upon in writing before the leave begins.
- 14.4.3. C Regardless of the length or purpose of the absence, employees granted such leave shall resume work on the first workday following its expiration without accepting interim employment. If the employee does not return on the specified date, or if he is employed elsewhere at any time during the leave of absence, or if an extension of the leave is not granted, he shall be presumed to have resigned employment from ASM Global.
- 14.4.3. D Personal leaves of absences are unpaid. However, employees who are granted leave of absence shall have the option to use paid time accrued to date under other ASM Global benefit

plans including, but not limited to PTO.

- 14.4.3. E During personal leaves without pay, there is no accrual of PTO.
- 14.4.3. F The employee shall have rights to return to the same or comparable position upon return from the approved leave.
- 14.4.3. G Upon return from an approved leave, the employee's seniority shall remain pursuant to Article 8.1.
- 14.4.3. H During the leave of absence, the Company is not obligated to contact the employee in reference to any job postings, hirings, or promotions. Employees on approved leave of absence greater than 30 days shall not be eligible to apply for open positions in the Company.
- 14.4.3. I Arrangements can be made to continue medical insurance by payment by the employee of the employee's portion of any premiums falling due during the leave of absence. Cancellation of the insurance shall occur if the employee fails to make his portion of the premium payment in a timely fashion, or if arrangements for payment are not made prior to the leave of absence.

- 14.4.3. J Probationary employees are not eligible for unpaid leave.

## **ARTICLE 15 - HOLIDAYS AND HOLIDAY PAY**

- 15.1 Holidays shall be observed in accordance with Company Personnel Policies.
- 15.1.1 The Company recognizes the following holidays:
- New Year's Day
  - Martin Luther King's Birthday
  - President's Day
  - Caesar Chavez Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Christmas Day
- 15.2 All employees will be paid eight (8) hours of straight time whether or not the holiday is worked.
- 15.3 All employees working the holiday shall be paid eight (8) straight time hours for the holiday, plus the time actually worked, paid at straight time, or at overtime if more than eight (8) consecutive hours are worked.
- 15.4 Receipted 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.



15.5 On General Election Day the Company will ensure through scheduling employees have three (3) or more non-work hours available during the hour's polls are open between 7:00am to 7:00pm to vote.

## **ARTICLE 16 - HEALTH AND WELFARE**

16.1 The parties recognize and agree that all employee benefit trusts or funds described in the Article 16 are such as will qualify for approval by the Internal Revenue Service, so as to allow ASM Global income tax deduction for the contributions paid hereunder. The parties further recognize and agree that this Article 16 encompasses the sole and total agreement between ASM Global and the Union, and that it represents the total liability of ASM Global with respect to past and present benefits and coverage, and ASM Global 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.

16.2 All non-probationary employees shall have access to the Company's Health and Welfare plan as follows:

For Full-time employees hired before 7/98:

Single coverage	90%
Family coverage	86%

For Full-time employees hired after 7/98:

Single coverage	80%
Family coverage	80%

- 16.3 Bargaining Unit employees will be offered participation in the Company's Dental Plan under the same terms as are offered to other hourly non-bargaining unit Company employees.
- 16.4 The Company will provide a ten thousand dollar (\$10,000.00) basic life insurance policy coverage for all full-time employees.
- 16.5 Default on a single month's premium payment by the employee shall cancel the health and welfare coverage.

#### **ARTICLE 17 - RETIREMENT**

- 17.1 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.

#### **ARTICLE 18 - IMMEDIATE FAMILY MEMBERS (NEPOTISM)**

- 18.1 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 19 - GRIEVANCE

19.1 The Company shall discipline and discharge employees for just cause, pursuant to Article 27.3.

19.1.1 All disciplinary written warnings will remain a permanent part of the employee's file; however, written warnings 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 employer'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.

- 19.2 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.
- 19.3 All calendar days for compliance with the Grievance procedure shall be exclusive of Saturdays, Sundays and legal holidays.
- 19.4 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.
- 19.5 When such notification in writing is served to the Company, the grievance shall be processed as follows:
- 19.5.1 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.

19.5.2 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.

19.5.3 Upon mutual agreement, extensions of time shall be allowed.

19.6 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.

19.7 Contract disputes that cannot be settled by the grievance procedure in this article shall proceed to arbitration, pursuant to Article 20.

## **ARTICLE 20 - ARBITRATION**

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

20.2 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.

20.2.1 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:

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

20.3 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 21 - NO STRIKE AND NO LOCK-OUT**

21.1 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.

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

## **ARTICLE 22 - UNION REPRESENTATION**

- 22.1 Designated Union Representatives, pursuant to notification to the Company at least twenty-four (24) hours prior, 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. Twenty-four (24) hours prior to any visit, designated Union Representatives shall call or contact the Company to insure no infringement on client activities in the facilities.
- 22.2 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.
- 22.3 The employer 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.

- 22.4 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 19.1.2. 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.
- 22.5 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.
- 22.6 The Company agrees to provide paid time to Union Stewards for Union-provided Union Steward training in a gross total amount not to exceed twenty-four (24) straight time hours for all such training per year. Such payment shall occur only if the Union Steward was previously scheduled on the shift during which training will occur. Only officially designated Union Stewards are eligible for the paid time. Such paid time shall not create more than a forty (40) hour workweek per Union Steward. Such training shall occur off-site and not on Company premises.
- 22.7 Executive Board members needing time off for Union functions such as, but not limited to conferences, trainings, meetings etc. 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. In addition, Executive Board member shall be granted time off without pay for 1 training meeting not to exceed three (3) days. Written notification will be provided to the manager of



Housekeeping or his designated representative no less than 30 days in advance.

- 22.8 The Union shall assign a separate Field Representative to represent each employee in the matter of any dispute or grievance between members.

### **ARTICLE 23 - BULLETIN BOARD**

- 23.1 The Company shall provide appropriate space for the mounting of two Union-purchased bulletin boards for the posting of Union notices.

### **ARTICLE 24 - WORKING CONDITIONS AND JOB EXPENSE**

- 24.1 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.
- 24.2 The Company agrees to supply, maintain and replace all tools, equipment, cleaners, polishers, 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 to the Company. 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,

### 24.3 Uniforms.

24.3.1 The Company will provide the following uniform complement:

5 polo shirts, 1 sweater, 1 sweater as requested, 1 coat, 1 cold weather hat

24.3.2 Additional pieces may be purchased from the Company at the Company's cost.

24.3.3 The Company requires all employees in Company uniform to wear black pants, in a condition and manner acceptable to the Company.

24.3.4. If the Company requires special overalls, special work shoes, foul weather gear, or other such extraordinary clothing for the employees, the Company shall furnish such clothing for the employees.

24.3.5. 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.

24.3.6 If an employee is unable to work within our standard Uniform administration hours of 6:00am to 3:00pm for all shifts due to extenuating circumstances,

the employee may place a request through the shift supervisor. Upon receipt of articles of uniforms in need of replacement by the Company and request received through the supervisor, the Company will place the articles of uniforms to be replaced in the care of the supervisory staff to be distributed by the shift supervisor to the employee for which request was made.

## ARTICLE 25 - SAVINGS CLAUSE

- 25.1 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.
- 25.2 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 26 - WAGES AND SHIFT DIFFERENTIAL**

### **26.1 Wage Rates and Fringe Benefits.**

26.1.1 Wage Rates and Fringe Benefits Rates are determined by the published Prevailing Wage Schedule that is set by the Office of Human Resources for the Custodian Classification. ASM Global shall not be liable for any compensation other than that of the published Prevailing Wage Schedule.

### **26.2 Shift Differential.**

26.2.1 Shift Differential hours and rates are determined by the published Prevailing Wage Schedule that is set by the Office of Human Resources for the Custodian Classification. ASM Global shall not be liable for any compensation other than that of the published Prevailing Wage Schedule.

26.3 There shall be no pyramiding of shift differential and shift differential, nor of overtime and shift differential.

26.4 The parties agree to provide a joint training for all bargaining unit employees regarding Prevailing Wage with an explanation of how it affects take-home pay as necessary. The parties further agree that the Company shall provide quarterly paycheck explanations to each bargaining unit employee, to be distributed in a

separate envelope at the same time as a paycheck.

## **ARTICLE 27 - MANAGEMENT RIGHTS**

- 27.1 It is recognized that the management, operation and administration of the Center, and the scheduling and direction of the work force, are the functions and responsibilities, and are in the sole discretion of, the Company.
- 27.2 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.
- 27.2.1 Article 27.2 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.

- 27.3 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.
- 27.4 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. The Company reaffirms its position to be in compliance with all rules, regulations and policies of the Company.
- 27.5 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.

## **ARTICLE 28 - MISCELLANEOUS**

- 28.1 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.
- 28.2 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.
- 28.3 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.

- 28.4 No assignment. This Agreement is a personal service contract and all rights hereunder shall not be assignable by either party hereto.
- 28.5 Employee parking. Employee parking is a benefit extended to Full-time employees. Parking shall be provided, administered and enforced in strict compliance with Company policies. Employee parking is not available for Probationary employees.
- 28.6 Regular meetings. The Company and the Union agree that there shall be a Labor-Management Committee consisting of a Union representative, the Union stewards on site, and on shift, the Department Manager, and the Director of Operations, and not more than three (3) individuals from each party, whom shall meet at least quarterly for the purpose of discussing matters of mutual concern. Committee members shall be designated, in writing, by each part to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems and concerns related to the operations and the work force, all with the aim of promoting better understanding between the parties. Grievances, personnel actions, or other matters that bear the duty of any party to bargain shall not be subject for discussion. Meetings will be held within fifteen (15) days after either party so request, but no more than one (1) time each month. A written agenda shall be established for each meeting. Such meetings shall not be constructed as opening the agreement for negotiations, nor shall any subject matter at

the meetings constitute a step in the grievance procedure. Union stewards not on shift may attend the monthly meetings, but shall not be compensated for their respective attendance. All employees may attend the regular meetings and shall not be compensated for their respective attendance.

- 28.7 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.
- 28.8 Effect of the Agreement. This Agreement constitutes the understandings and agreements between the parties with respect to the employment of housekeepers created herein. This Agreement is intended for the mutual benefit of the Company and the Union and the bargaining unit, and no others. At no time during the term of this Agreement shall the Company, the Union, or any employee have the right to assert that there is any "past practice" in place from any other or previous contract or agreement to which the Union or the employees have been party for services at the Colorado Convention Center.
- 28.9 The parties acknowledge and agree that the term 'written authorization' as provided in this Agreement includes authorizations create and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify union membership, authorization for voluntary deduction of union



dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payment for remittance to COPE Funds, subject to the requirement of state and federal law. The Company shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as 'written authorization' for purposes of this Agreement.

## **ARTICLE 29 - TERM OF THE AGREEMENT**

- 29.1 This Agreement shall be in force and effective from the date of the signing of the Agreement, until December 31, 2023, 11:59 p.m.
- 29.2 The Union shall notify the Company no earlier than ninety (90) days, or no later than forty-five (45) days prior to December 31, 2023, of the Union's intent to bargain collectively for all terms of this Agreement.

## **ARTICLE 30 - ORIGINAL AGREEMENT**

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

Agreed to this 8th day of November, 2021.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SEIU LOCAL 105 and**  
**ASM GLOBAL HOUSEKEEPERS AT COLORADO**  
**CONVENTION CENTER**

The purpose of this MOU is to document the agreement between the Company and the Union regarding employees laid off effective April 30, 2020 as a result of the COVID pandemic.

The parties being ASM Global (the Company) and Service Employees International Union Local 105 (the Union) agree as follows:

The Company will agree to extend recall rights and recognize seniority until such time as the fifty (50) full-time positions are filled as agreed to in Article 7.1.2 for said employees whose separation was initiated by the company due to the COVID-19 pandemic on April 30, 2020 ; No seniority shall accumulate after April 30, 2021 for any laid off employee.

Any employees recalled will be done so in accordance with Article 8.5 and in order of seniority at the time of the layoff notification; no additional extension or offer will occur after initial offer of recall to said employee. Any employees offered recall are subject to the satisfactory completion of re-hire paperwork, orientation, training, and all other reasonable pre-employment requirements requested by ASM Global; including compliance with the public health order issued on August 2, 2021 requiring employees to be fully vaccinated in order to work for ASM Global at the Center.

Any employees offered recall must be able to report to work on the date and time specified in the recall notice and must provide a vaccination card with dates of inoculation prior to specified report to work date

and time as provided for in the recall. Consistent with the August 2, 2021 public health order, a reasonable accommodation may be granted to persons who have either a medical reason or sincerely held religious beliefs. Medical exemptions must be based upon a physician's documentation that the employee cannot receive the vaccine due to a medical condition. Religious exemptions must be based upon documentation that includes an explanation from the employee as to how specifically getting the COVID-19 vaccination conflicts with sincerely-held religious beliefs. If the Company grants exemption accommodations, it may include the use of face coverings, daily health screenings, social distancing, routine COVID-19 testing, and/or other safety protocols.

Any employees agreeing to recall shall not be, at the time of recall, entitled to assignment to any particular shift or job and will be assigned based on ASM Global's business need and according to seniority pursuant to the Collective Bargaining Agreement.

Any employees whom reject the recall offer will forfeit all right to be recalled.

Any dispute regarding the application or interpretation of this Memorandum of Understanding shall be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.