AGREEMENT

between

_____

A BUILDING MAINTENANCE CONTRACTOR

and

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL NO. 105

Effective July 29, 2024 through July 28, 2028

AGREEMENT

between

_____

A BUILDING MAINTENANCE CONTRACTOR
and
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL NO. 105

EFFECTIVE: July 29, 2024, through July 28, 2028

This Agreement, made and entered into this ____ day of October 2024, at Denver, Colorado, by and between _____, a Building Maintenance Contractor (hereinafter referred to as the "Employer") and Service Employees International Union, Local No. 105 affiliated with the Service Employees International Union, CTW, CLC (hereinafter referred to as the "Union.")

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

Now, therefore, the parties hereto agree as follows:

## ARTICLE 1
## UNION RECOGNITION

A. The Employer recognizes the Union as the sole collective bargaining agent for all of its employees working in buildings of more than 50,000 square feet within the area designated on the map attached hereto; but excluding, clerical employees, management employees, sales personnel, guards and supervisors as defined in the National Labor Relations Act.

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

C. In the event the Employer is awarded a building currently covered by a collective

bargaining agreement within the jurisdiction of this Agreement, the Employer agrees to recognize the wages, benefit levels and seniority in effect at that building. In such cases, the Employer agrees to employ any excess personnel based upon their seniority as provided in Article 13 Section E.

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

1. The Employer agrees to recognize the Union as the bargaining agent for the employees at the building at such time as the Union demonstrates that it represents a majority of employees in the building.

2. The Employer agrees that it shall allow access to the building in accordance with Article 5, Section C.

3. The Employer agrees that following valid recognition, as described in paragraph 1 above, this Agreement will apply.

4. The Employer shall be the sole judge as to the staffing levels needed to service the building.

5. The Employer will maintain its neutrality as described in the Responsible Contractor Agreement (attached as Appendix C) on the issue of Union representation, but nothing shall prohibit the Employer from campaigning in Colorado Labor Peace Act elections.

E. Working Leads. Supervisors shall not perform bargaining unit work except in emergencies or where other conditions exist which are beyond the control of the Employer. In buildings under 200,000 occupied square feet not more than one supervisor may perform any bargaining unit work. The Employer shall provide written documentation to the Union of any change in occupied square feet before exercising its rights under this section. Supervisors who regularly perform bargaining unit work shall be designated as working leads and shall become part of the bargaining unit. Working leads shall not have any right or authority to discipline employees. Working leads can provide documentation to employers addressing the conduct underlying the discipline. When a supervisor is unavailable, a working lead may send an employee home who is engaged in serious misconduct (drunk, violent, theft, etc.) For all Employer's buildings at the time of execution of this Agreement there shall be no changes in operations nor a reduction in bargaining unit hours as a result of this provision.

F. Sign One Sign All. If the Employer obtains a contract to provide janitorial services to a commercial account outside the jurisdiction of SEIU – 105, and the property services at such building is presently governed by an area-wide agreement with SEIU Local 1, USWW, SEIU Local 6, SEIU Local 26, SEIU 32BJ , SEIU Local 49, SEIU Texas, or SEIU Local 87, or their successors and/or assigns, then the Employer will assume the SEIU Local's area-wide agreement in effect at that building. This provision would not change the scope of recognition of any such area-wide agreement(s). Upon request of the Employer, the Union will promptly provide a copy of any contract referenced in this Section. "Area-wide agreement" as used herein refers to a collective bargaining agreement covering janitorial work that is signed by multiple employers and covers multiple sites in that market.

It is mutually agreed that this provision applies when the Employer acquires a new commercial account within the jurisdiction of another SEIU Local Union where such account was operated as a union site prior to the account transition. This provision does not apply if the Employer acquires a new commercial account in a geographic market where the Employer is not signatory to the area-wide agreement, where such account was not operated under the area-wide collective bargaining agreement prior to the account transition. And this provision is not triggered by the Employer's existing accounts in those geographic markets where the Employer is not already a signatory to the area-wide collective bargaining agreement.

## ARTICLE 2
## NON-DISCRIMINATION

A. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

B. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, religion, creed, age, sex, sexual orientation, national origin, ancestry or citizenship. Additionally, the Employer and the Union agree to comply with federal laws concerning immigration.

C. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on the basis of physical or mental disability. The Employer may take the necessary steps to provide reasonable accommodation to comply with the Americans with Disabilities Act- Amendment Act (ADAAA), notwithstanding this Agreement. If the Union disagrees that such actions were necessary, the parties will proceed to expedited arbitration within sixty (60) days of the filing of the grievance.

D. Translation – All meetings and written communications wherein work rules and similar instructions are being given to workers will be translated into Spanish. Whenever practicable, all meetings and written communications wherein work rules and similar instructions are being given to workers will be translated into other languages understood by the workers covered by this Agreement. The Union will cooperate with the Employer to arrange for translation of such documents.

E. The Employer will not make any work rule that requires English language proficiency as a condition of employment. The Employer may require English language skills which are specifically necessary for the performance of an employee's work assignment and where reasonable accommodation cannot be made.

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

## ARTICLE 3
## HIRING AND EMPLOYMENT

A. Following compliance with the Colorado Labor Peace Act, every employee covered by this Agreement must, for the life of this Agreement, on or after the thirty-first (31st) day of employment or the effective date of this Agreement, whichever is later, become and remain a member in good standing of the Union as a condition of employment. For the purposes of this paragraph, "good standing" means the tendering of the uniform initiation fees and uniform dues charged by the Union.

B. Any employee who fails to comply with Paragraph A, immediately above, shall upon receipt by the Employer of a written request from the Union and expiration of a thirty (30) day grace period thereafter without such compliance, be immediately discharged by the Employer. The Union agrees to indemnify the Employer against any liability resulting from this paragraph.

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

D. The Employer will, at the time of hire, inform each employee who comes under this Agreement of the employee's obligations under Paragraph A above. The Employer will maintain its neutrality on the issue of union membership, but nothing shall prohibit the Employer from campaigning in Colorado Labor Peace Act elections.

E. The Employer will present each new employee with the Union's application for membership card and payroll deduction authorization form for withholding of Union

dues, at the time of hire and a Union orientation packet provided to the Employer by the Union. The Union orientation packet shall not disparage the Employer. The Union agrees to provide the aforementioned forms to the Employer. The Employer shall permit the union steward or other designated union representative who works for the Employer in the same building to meet with new employees during unpaid time (before work, after work, or during breaks) for the purpose of providing union orientation. Union membership application card and payroll deduction authorization form for withholding dues completed by the employees and returned to the Employer more than five (5) days prior to the date the Employer remits dues for the employee pursuant to Article 6 Section C will be forwarded by the Employer to the Union not later than such date the Employer remits dues. Failure of the Employer to provide the union membership application and payroll deduction authorization form to the employee will result in the Employer paying the Union all lost dues and fee revenues that the Union can establish as a result of the Employer's failure.

F. Hiring – The Employer shall notify the Union of known or planned job vacancies whenever practicable. The Employer will give first consideration to qualified applicants referred by the Union.

G. Probationary Period – Each new employee shall serve a probationary period of thirty (30) days during which time they may be discharged by the Employer without assignment of cause. The employee shall not have recourse to the grievance or arbitration procedure.

H. The Employer will not discriminate in workload or work assignment based on familial relationships. For grievances alleging violations of the section or section 7 I, the grievance shall not be heard by a family member.

## ARTICLE 4
## EXTRA WORK

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

B. Workload-- There shall be no speedups or increase in the workload so as to impose an undue burden upon any employee covered by the contract. The Employer further agrees there shall be no unreasonable workload increase without a corresponding increase in hours. Similarly, there shall be no reduction in hours without a corresponding reasonable

decrease in workload; notwithstanding, the Employer maintains its rights to reduce hours pursuant to Article 7(B) and as otherwise authorized by this Agreement.

The Employer and the Union will meet as a labor management committee to discuss the specific workload issues facing the parties. The parties shall meet at least once a month or as otherwise agreed. Either party may call for such a meeting and the parties shall meet within fourteen (14) days of such written request to discuss the workload issue(s). The Employer shall have an operations representative with direct knowledge of the employee's work assignment present at all meetings and the Union shall have the affected employee(s) at the meeting. If the meeting is not held during an affected employee's regular shift and/or at their worksite, the affected employee shall be permitted to participate electronically, by telephone or in person.

C. When an employee is disciplined for allegedly failing to meet workload and/or productivity goals, the employee shall, following written notice to the Employer within seven (7) working days (5 days in the case of discharge), be permitted to present the issue at the next Workload Review/Labor Management Committee pursuant to Article 4(B), and the timeline to file a grievance over the discipline shall be put into abeyance until the Committee meets.

## ARTICLE 5
## UNION REPRESENTATIVES

A. Stewards -- The Union may appoint or elect stewards as necessary. The Union shall promptly notify the Employer of the names and locations of newly appointed stewards, and in any case, within ten (10) calendar days after appointment. Such stewards will not be harassed and/or disciplined for performance of their Union responsibilities. Stewards will be paid at the regular straight-time rate for time spent attending investigatory, disciplinary, or grievance meetings scheduled by the Employer during the stewards work time. Stewards will be allowed extra work time if necessary to complete their work or to lower their workload due to the performance of their Union duties, when such Union duties are with the permission of the Employer. Stewards will not perform Union duties on the Employer's time without permission of the Employer.

B. Steward Training – 1. Downtown and zones 1-4. One (1) steward per thirty-five (35) employees, with at least one (1) steward per building, will be given one day paid leave per year to attend a Union sponsored training program. 2. Zones 5-9. One (1) steward per building with five (5) or more employees, with at least one (1) steward for the Employer, will be given one (1) day paid leave per year to attend a Union sponsored training program.

C. Visits by Union Representatives – The Union representative shall be allowed to visit the

Employer's building, upon reasonable written notice via email indicating the name of the Union representative and requesting an appointment with the Employer's manager or designee, for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Such notice and appointment must be completed prior to meeting with represented workers in the Employer's building or private property parking lot. The parties further agree that the Union is not required to provide such notice or make an appointment prior to meeting with represented workers during the worker's non-working hours in restaurants when such are open to the general public, even though the restaurant is located inside the building being cleaned by the Employer. The Employer agrees that by the end of the third full working day following receipt of such written notice from the Union, the Employer shall respond to the Union representative who requested the visit by e-mail indicating whether the requested appointment in the Employer's building or private property parking lot is granted. If the Employer rejects the requested time, it shall provide a reason and offer a reasonable alternative time for the appointment. If the Employer fails to timely respond to the Union representative's request, then the Union may send a second request by email. If the Employer fails to respond as required under this section within three (3) working days of the second request, then the Employer shall pay a penalty of $25 per day to the Education Fund until the response as required under this section is received by the Union.

The Employer shall submit to the Union via e-mail a notice designating one (1) person to receive and respond to such requests from the Union and may also designate up to three (3) others to be copied on all requests from the Union. Any change by the Employer of any of these designations shall be via e-mail and will not affect any pending requests. Failure of the Union to send such requests to all designated persons shall result in such request being automatically denied.

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

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

(5) days of receipt of the request as to whether such leave request is approved. If the Employer fails to respond within this five (5) day period, the Union may send a second request via certified mail. If there is no response to that request within a five (5) day period, the requested leave is granted. Additionally, Union Executive Board members shall be granted leave to attend Executive Board meetings, delegates to the Union national convention shall be granted leave to attend the national convention, trustees to the Health and Welfare fund and the Education Fund shall be granted leave to attend Health and Welfare meetings and Education Fund meetings, including subcommittee meetings, not to exceed six meetings per year, and participants in collective bargaining sessions to negotiate changes to this Agreement shall be granted leave the day before and the day of the bargaining sessions. Union Executive Board members shall be granted leave to attend an additional six (6) meetings per year, up to twelve (12) total per year. The number of participants allowed leave for collective bargaining shall be limited to ½ of 1% of the Employer's employees or three (3), whichever is greater, except that if the Employer has a total of 300 or fewer employees the limit shall be one (1) employee. Such approval will not unreasonably be denied. Employees will notify the Employer, in writing, at least 24 hours prior to their return to their regular job. The return to work date must be specified at the time employees request such leave.

E. Where allowed by building management and when practicable, the Employer will furnish reasonable space on a bulletin board at each building for use by the Union. Such space will be located in an area adjacent to other employee notices. Union postings shall be restricted to the following types:

1. Notices of Union recreational or social affairs of a nonpolitical nature;

2. Notices of Union elections, appointments and results of Union elections;

3. Notices of educational opportunities;

4. Notices of Union meetings; and

5. Notices that advise employees of their legal and contractual rights. Such notices shall not be derogatory or defamatory toward the contractor, any of its employees or supervisors, the property manager or the property owner. The Union shall deliver a copy of any such notices to the Employer in advance of posting them.

## ARTICLE 6
## CHECK-OFF AND INFORMATION

A. The Employer agrees to check-off for the payment of union dues, initiation fees, and not more than one political or civic engagement campaign fund and to deduct such payments

from the wages of all employees and remit same to the Union in accordance with the terms of the signed authorization of such employees, and according to the method set forth below, and the Employer shall be the agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the employees. The Union may not change the designated political or civic engagement campaign fund more than once during the term of this Agreement. In the event the Union directly collects any signed authorization, the Employer agrees to accept a scanned pdf document or electronic version of said authorization to make deductions pursuant to this Article.

B. The regular dues for regular employees shall be deducted from each paycheck. For newly hired regular employees, half of the full initiation fee and the first dues payment shall be deducted from the employee's first full paycheck in the second month of employment. For newly hired regular employees, half of the full initiation fee and the first dues payment shall be deducted from the employee's first regular paycheck in the first calendar month following thirty days of employment. (For example, an employee hired in June would have these deductions made from the first regular paycheck paid in August.) The balance of the initiation fee shall be deducted from the employee's first paycheck in the immediately following month.

C. All sums deducted in accordance with this Article shall be remitted to the Union not later than the 25th day of the month after which such deductions are made together with one (1) list, submitted electronically in an .xls, .xlsx, tab delimited .txt or .csv format, specifying the following for each employee for whom the Agreement applies:

1. By building address and zone: the employee's name, address (street, number, city, state and zip code), phone number, seniority date, hire date, termination date (for employees no longer employed since the last dues report submission), the Employer's unique identification number (in the event the employer uses social security numbers as the unique employee identifier, then just the last four digits of the social security number will be used), job classification (janitor/cleaner, waxer/heavy machine operator, day employee, lead or floater, which may be under different labels using the employer's terminology), wage rate, employment time (full- or part-time), and straight time hours worked.

2. The amount and type of deduction for each employee**,** as well as their gross, regular pay for the pay period.

3. The insurance benefit level paid, if any. (Either by designating employee only, employee plus spouse, etc. or by designating the amount paid.)

4. A signed application for membership for all employees whose names are listed on

the check-off for the first time during that month to be sent electronically. The Union application form shall include notice to employees of the amount of the initiation fees and dues.

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

If the Employer fails to remit the correct amount of dues and fees to the Union within said five (5) working days, then the Employer will be liable for the amount of dues owed.

D. Building Lists

By the twenty-fifth ($25^{th}$) day of each month, the Employer agrees to provide the following information to the Union:

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

   If an Employer fails to comply with this section for any previously nonunion building, then upon recognition they will be ineligible for phase in Agreement as stated in Article 23: Most Favored Nations.

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

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

If an Employer fails to include in its active building list any previously nonunion building within the Union's jurisdiction that is now cleaned by the Employer, then upon recognition they will be ineligible for phase in Agreement as stated in Article 23: Most Favored Nations for that building.

If the Employer fails to provide any of this information described in (a) and (b) or in the alternative information described in (c), the Union will give notice to the Employer, in which case the Employer shall have five (5) working days to correct its failure or submit a legitimate basis as to why it believes the provided list is correct and complete. If the Employer fails to correct its failure within said five (5) working days or provide a legitimate basis as to why it believes the provided list is correct and complete, the Employer shall pay a $50.00 fine to the Education Fund for each day until the failure is corrected.

E. New Buildings: If the Employer is awarded a building it had not previously had a contract to clean and such building is within the jurisdiction of this Agreement, the Employer shall inform the Union in writing no later than the fifth (5th) working day of its operation at such building. The written notice shall include the name and address of the building and the date it began its building maintenance services at the building.

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

In the event the Employer is notified a building is being bid or the Employer's services are terminated by a building, the Employer will then furnish the Union the bid due date or date of termination, the name of said building, its address, and a detailed listing by employee of wages or benefits paid in excess of this Agreement at said building at the time the list is provided. This notice shall be forwarded to the Union within four (4) working days after the Employer is notified of the termination or the building is being bid. In addition, if the building is awarded to another building maintenance firm, the Employer will provide the Union with the name, wage rate, seniority, full-time or part-time status, and unused personal holidays of each employee in the building. If another building maintenance firm notifies the Union it is bidding on or was awarded said building, the Union shall immediately forward to the firm only the information provided by the Employer pursuant to this paragraph. If the Employer fails to provide the

information required by this paragraph in a timely manner, the Employer will be required to contribute fifty dollars ($50.00) per day for each day the information is late to the Education Fund.

G. All refunds of member dues will be handled by the Union.

H. The Union agrees to hold harmless and to indemnify the Employer, including reasonable attorneys' fees and costs, for any actions or claims arising out of the withholding of deductions pursuant to this Article.

## ARTICLE 7
## MAINTENANCE OF PRESENT WORKING CONDITIONS

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

It is the intent of this Article 7, Section A to placate Union concerns that this Agreement, as such, would be used as the authority to alter working conditions, hours, or rates of pay previously in effect at the time the Agreement is executed. It is further understood that any rights or flexibilities previously possessed by the Employer -- whether exercised or available but not exercised shall not be restricted or affected in any way by this language.

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

1. Reorganization of a work group, section, floor or building staff;
2. Technological changes;
3. Change in method(s);
4. Change in cleaning specification(s); and/or
5. Underutilization of existing work force.

Any layoff resulting from 1-5 above shall be handled through attrition or by reducing the least senior employee(s) from the building in accordance with Article 13 Section E.

C. Subcontracting of work traditionally performed by the Employer is prohibited.

D. The Employer shall not enter into any agreement with any building which will in any way limit the right of the building to hire the employees of the Employer or the right of the employees to accept such employment following termination of the Employer's services by the building. If the building requests removal of an employee, the Employer shall transfer the employee to a comparable open or next available position in a different building covered by this Agreement. A comparable position means the same number of weekly hours, same pay rate (excluding any premiums), same benefits and same zone.

The Employer's obligation to transfer the employee to a comparable next available position shall continue for 120 days and the employee shall continue to accrue seniority for the first 90 days of such period, but only maintain seniority for the last 30 days. If an employee in another building is willing to swap positions with the removed employee, the Employer will consider such swap.

The Employer will make a good faith effort to verify to the Union the wishes of the building. The Employer agrees that if an employee is removed from the Building by the Building Manager the Employer shall provide the Union with any written communications from the Building Manager outlining the reasons for removal. If the Building Manager does not provide any such written communication, the Employer agrees to provide the Union in writing its understanding of the Building Manager's reasons for removal. The Employer agrees to present all evidence received from the Union to the Building Manager refuting the allegations and provide the Union with any response from the Building Manager. An employee removal directed by a client shall be verified by senior management of the Employer upon the Union's request.

E. The Employer will develop an emergency call procedure so that employees shall be notified as soon as possible in the event they receive an emergency call at work.

F. Cleaners shall not be required to work above five (5) steps of a ladder and shall be prohibited from window cleaning, with the exception of partition glass, door and side window glass.

G. The Employer shall make normal work assignments to all employees with more than thirty (30) days of seniority and will not reassign such employees from their normal assignment for arbitrary or capricious, or discriminatory reasons, including familial relationships.

## ARTICLE 8
## HOURS AND OVERTIME

A. No part-time worker covered by this Agreement shall be hired for less than four (4) hours per day or twenty (20) hours per week without mutual agreement among the employee, the Employer and the Union.

B. Any time worked in excess of forty (40) hours in the work week shall constitute overtime and shall be paid for at the rate of time and one-half (1-1/2) the employee's basic straight time hourly rate of pay. No employee shall be denied the opportunity to work their regular hours in order to prevent payment of overtime.

C. No employee will be required to work a split shift unless otherwise agreed by the Employer, the employee and the Union.

D. The Employer will distribute required overtime or extra time, including working on holidays, to qualified employees by building within the classification on a voluntary basis by seniority and, if necessary, assign the work in reverse order of seniority. A list of employees requesting overtime or extra time will be maintained and assigned on the basis of seniority. Employees who request additional hours will be increased as additional time becomes available and when practicable for the Employer to make the accommodation when workers terminate employment.

E. There shall be no pyramiding of overtime or other premium rates under this Agreement.

F. If the Employer assigns a bargaining unit employee to perform work at a non-union building or facility during their regularly scheduled hours at a union building(s), the employee shall be covered by this contract during that work, including being paid at their contractual wage rate and those hours shall count toward their full-time status. If the Employer requires that employee to work more than forty (40) hours in any week, whether those hours are partially in buildings that are non-union, then the Employer shall pay the employee overtime for all time worked beyond forty (40) in a week.

## ARTICLE 9
## WORKING CONDITIONS AND JOB EXPENSE

A. The Employer agrees to observe and comply with all federal OSHA laws pertaining to occupational health and safety.

B. The Employer shall carry workers' compensation insurance for each employee coming under the terms and conditions of this Agreement. In the event of an injury to a bargaining unit member, the Employer shall provide the employee with a copy of the injury report within seven (7) calendar days of the injury. Nothing herein shall prevent an employee from providing a copy of the injury report to the Union.

C. Employees will not be required to perform work that is unsafe or dangerous to their safety. Employees who fail to wear protective safety devices or use safety equipment shall be subject to discipline. The Employer will attempt to keep first aid equipment on the premises for any superficial or minor injuries. In the event an injury requires medical attention, the employee will be released to seek treatment at a medical facility approved by the Employer.

D. All employees shall be provided with periodic training and such supplies, tools, machinery, and equipment without cost to the employee, which are necessary for the employee to perform the job.

E. No employee will be disciplined for reasonably refusing to perform unsafe or dangerous work. When an employee reasonably believes that they are being asked to perform unsafe

or dangerous work, they will consult with the supervisor who will investigate whether the employee has a reasonable right to refuse to do the work.

F. A list of chemicals in use at the workplace shall be posted in a place, which is easily seen and often frequented by the employees.

G. When an employee works during a rest period at the request of the Employer and does not receive a rest period, the employee shall receive additional pay for such time.

H. If the Employer requires uniforms or special overalls or special work shoes for its employees, the Employer shall furnish such clothing. The Employer will not require deposits for uniforms.

I. If the facilities and the building manager permit, the Employer shall maintain a secure area and soap and towels for employees. It is understood and agreed that the Employer is not responsible for the replacement of stolen or misplaced property of employees.

J. Employees shall not be liable for accidental breakage provided such breakage is reported as soon as possible, but not later than the end of the shift on which the breakage occurs, if possible.

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

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

M. The Employer agrees to supply, maintain, and replace all tools, equipment, cleaners, polishes, rags, brushes, brooms, wax, etc. necessary for the employees to perform their duties. The Employer shall furnish rubber gloves upon request.

N. All employees working less than six (6) hours shall be entitled each four (4) hour shift to a fifteen (15) minute uninterrupted rest period; employees working six (6) hours or more, but less than eight (8) hours shall receive two (2) ten (10) minute uninterrupted rest periods; and all employees working eight (8) hours shall receive two (2) fifteen (15) minute uninterrupted rest periods. Employees shall be entitled to an uninterrupted and duty-free meal period of at least a 30-minute duration when the shift exceeds five (5) consecutive hours. Such meal periods, to the extent practical, shall be at least one hour after the start, and one hour before the end of the shift. Employees must be completely relieved of all duties and permitted to pursue personal activities for a period to qualify as non-work, uncompensated time. When the nature of the business activity or other circumstances make an uninterrupted meal period impractical, the employee shall be permitted to consume an on-duty meal while performing duties. Employees shall be

permitted to fully consume a meal of choice on the job and be fully compensated for the on-duty meal period without any loss of time or compensation.

O. In case of work where scaffolds are used, employees shall have the right to refuse to work when requested by the Employer; such refusal by employees shall not be construed to be grounds for discharge or violation of any article of this Agreement.

P. Whenever practicable, the Employer will provide reasonable equipment and/or assistance from supervisory personnel for the removal of heavy containers, including those used for recycle materials, if necessary.

Q. No involuntary polygraph or similar testing of workers will be allowed.

R. If there is parking within the building but it is not provided to employees, upon the Union's request, the Employer will meet with the property manager to discuss allowing employees to use parking within the building.

S. Employees shall be provided reasonable access to water or the Employer shall allow employees to bring their own water to work, but the Employer may restrict where the water may be taken within the building, in which case the Employer will not unreasonably restrict the employee's access to the water.

T. Light duty accommodation shall be assigned to the employee during their regular schedule whenever possible.

## ARTICLE 10
## PAY PRACTICES

A. The wage scales in Appendix A, attached to this document, and hereby made a part of this document, are minimum hourly rates of pay.

B. All disbursements for wages shall be made on the fifth (5th) work day following the close of the pay period by voucher check, or if the Employer and employee agree, by ATM/pay card, which check or ATM/pay card shall show the total number of hours worked during that pay period and an itemized list of all deductions made there from for that pay period and year to date and the total gross pay received year to date. The Employer agrees to deduct Federal Withholding, Social Security, Medicare, Colorado Withholding, Denver City Tax and any other deductions required by law. In the case of an employee being paid by direct deposit, ATM or pay cards, the Employer shall, upon request, provide to the employee an itemized pay statement, as required under Colorado law 8-4-103. If the Employer fails to deduct required deductions or fails to provide a list of itemized deductions from an employee's paycheck after notice of the mistake by the employee, the Employer shall pay the employee a penalty fee of Fifty Dollars ($50.00) per such occurrence. In the event the fifth (5th) working day falls on a Saturday, checks will be

disbursed the preceding Friday. If the fifth (5th) working day falls on a Sunday, checks will be disbursed on the following Monday. For Sunday through Thursday shifts, the Employer and the Union will mutually agree upon a place to pick up checks on Friday. The Employer reserves the right to convert to a bi-weekly pay program. The Employer will verify the wage rate of any individual employee when such is requested by that employee. If the Employer makes an error on an employee's paycheck, the Employer will make a good faith effort to issue a replacement check within two (2) working days from the date that the error is brought to the attention of the Employer. However, in no event shall the Employer not issue a replacement check within five (5) working days of the date that the error is brought to the attention of the Employer in writing. If the Employer fails to issue a replacement check within five (5) working days, the Employer shall pay the employee a Ten Dollar ($10.00) penalty for every day the replacement check is late. If the Employer fails to issue a replacement check within eight (8) working days, the Employer shall pay the employee a Twenty Dollar ($20.00) penalty for every day the replacement check is late retroactive to the first day.

C. The Employer shall make the current timecards, payroll records and sign-in sheets, not older than six (6) months, available to the Union Representative upon reasonable request.

D. An employee who reports to work as scheduled shall be allowed to work a minimum of four (4) hours or shall be paid a minimum of four (4) hours, unless the employee leaves early pursuant to their own request.

E. A new employee who has completed at least one (1) consecutive full year experience within the six (6) months immediately prior to being hired, working for a building maintenance contractor within the area designated on the map attached hereto, shall be hired at the starting rate of pay for the period of the employee's probationary period, and provided the employee completes their probationary period shall then be paid at the starting rate until completion of six (6) months when the employee will be paid at the one (1) year rate. The employee will continue to be paid one (1) step up the pay scale until they reach the top (after 18 months) rate. For a new employee to be eligible under this paragraph, the employee must have declared said experience on their application prior to being hired and, if requested, must produce documentary proof of said experience, within twenty-one (21) days of said request; provided the Employer gives the applicants written notification of the requirement to declare their experience working for a downtown building maintenance contractor.

F. An employee that is involuntarily transferred to floater or between buildings that provide different wage levels shall not suffer any loss of wages, benefits, or hours as a result of such transfer, except as provided in Articles 7D, 13D, and 13E. Notwithstanding anything to the contrary in this Agreement, an employee working in a lower paid zone who voluntarily transfers to a building in a higher paid zone shall start with no seniority

(unless agreed to by the employee, Employer and the Union). At the time of transfer the employee shall receive all accrued vacation as a lump sum payment or, if the Employer and the employee agree, the vacation can be taken by the employee in the transferred zone. At least three (3) business days prior to acceptance of a voluntary transfer the Employer will notify the employee in writing of the effect of such a transfer on their wage rate, benefits, and seniority date. Upon acceptance of the transfer after such notice, the employee does not have the right to transfer back to their previous position with their prior seniority date and wage rate. If the Employer fails to provide the employee with such written notice at least three (3) business days prior to the transfer, then if discovered within one (1) year of the transfer, the employee has up to two (2) business days to request to transfer back to their previous position with their prior seniority date and the appropriate wage rate. Upon such timely request the Employer shall transfer the employee back within two (2) business days to their previous position with their prior seniority date and appropriate wage rate.

## ARTICLE 11
## HOLIDAYS

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

| | |
|---|---|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving |
| Day Fourth of July | Christmas Day |
| Employee's Birthday | Employee's Anniversary |

For employees with one year of service or more, the Employer shall grant two personal holidays. Such holidays shall be scheduled, in writing, at least two weeks in advance and with the written approval of the supervisor. The Employee's Birthday and Employee's Anniversary shall be eliminated effective January 1, 2027, at which time employees with at least one (1) year of seniority shall receive a total of three (3) sick leave days under Article 29. The two personal holidays shall be eliminated effective January 1, 2028, at which time employees with at least one (1) year of seniority shall receive a total of six (6) sick leave days under Article 29.

B. Pay for holidays not worked shall be at the employee's regular rate of pay. Employees working a regular schedule shall receive the same amount of pay for the holiday as they would receive if they had worked. Those working the stated holidays shall be paid at the rate of time and one-half (1-1/2) for all hours worked on the holiday in addition to their regular day's pay. Only employees who have completed their probationary period shall be eligible for holiday pay or premium.

C. All holidays shall be observed on the official days as set by the Federal Government regulations. Employee's Birthday and Employee's Anniversary holidays shall be observed on the actual date, unless an alternative date is mutually agreed to between the Employer and the employee.

D. If a holiday falls on the employee's regular day off, an additional day off with pay shall be granted the day before or the day after the employee's regularly scheduled day off. The Employer may, however, at its option, pay an additional day's pay for said holiday in lieu of granting an additional day off with pay.

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

F. The employee must have worked both the regularly scheduled shift immediately preceding and following such holiday, unless absent because of proven illness, documented emergency, approved personal holiday or approved leave of absence.

G. The Employer shall permit each employee to work all regularly scheduled hours on the shift immediately preceding or shift following any contractual holiday, even if the Employer does not operate or operates at a reduced schedule on either or both of those days. If the Employer does not permit the employee to work all regularly scheduled hours, the Employer shall pay the employee for all regularly scheduled hours. Employees may volunteer to work none or some of their regularly scheduled hours and will do so by designating in writing on a joint form developed by the Employer and the Union. Additionally, in such cases employees may choose to use personal holiday or vacation time to make up any lost hours from their regularly scheduled shift.

H. If the Employer informs the Union and employees that a building recognizes a holiday not in the contract, the Employer shall permit each employee to work all regularly scheduled hours on the non-contractual holiday, even if the Employer does not operate or operates at a reduced schedule on that day. If the Employer does not permit the employee to work all regularly scheduled hours, the Employer shall pay the employee for all regularly scheduled hours. Employees may volunteer to work none or some of their regularly scheduled hours and will do so by designating in writing on a joint form developed by the Employer and the Union. Additionally, in such cases employees may choose to use personal holiday or vacation time to make up any lost hours from their regularly scheduled shift.

## ARTICLE 12
## VACATIONS

A. The Employer will grant the following vacation period with pay to all employees who have been in the continuous service of the Employer, or a predecessor building

maintenance contractor, for the requisite years of service preceding the period in which the vacation is to be taken, and shall have been a regular full-time or regular part-time employee during such requisite years of service:

| | |
|---|---|
| After the completion of One (1) year | One (1) week |
| After the completion of Three (3) years | Two (2) weeks |
| After the completion of Four (4) years | Two (2) weeks and Two (2) days |
| After the completion of Five (5) years | Two (2) weeks and Three (3) days |
| After the completion of Six (6) years | Three (3) weeks |
| After the completion of Ten (10) years | Four (4) weeks |

B. The amount of vacation pay which regular full-time and regular part-time employees shall receive shall be at the employee's current rate of pay for the average number of hours worked per week for the three (3) months preceding the time when the vacation is taken.

C. Employees shall be given preference on the basis of seniority, whenever possible, in the choice of vacation period. However, an employee whose vacation has been approved shall not have their vacation denied after sixty (60) days following the vacation approval date or within sixty (60) days of the start of the approved vacation, whichever is earlier, because of a later request by a more senior employee. Upon two (2) week's written notice from the employee, vacation pay shall be made available to him/her at the pay period prior to commencement of vacation; or, at the employee's discretion, it shall be available on the payday immediately subsequent to the anniversary date of employment. Vacation schedules shall be the employee's normal work week with appropriate off days. At the conclusion of the vacation period, the employee will return to their normal weekly schedule and assignment. An employee may schedule vacation in less than one (1) week intervals provided the employee schedules at least two (2) days of vacation and provides the Employer with two week's advance notice. The Employer shall not prohibit use of unused vacation on consecutive days of any length; however, this shall not restrict the employer from denying vacation requests for other permissible reasons. All vacation requests must be in writing and responded to by the Employer in writing within five (5) days of receipt of such request.

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

E. In case of leave of absence granted to an employee, their anniversary date, for the purpose of determining eligibility for vacation, shall be changed by adding to it the period of their leave of absence. An employee who is laid off through reduction of forces and recalled within thirty (30) days, shall be considered as having been continuously employed as to vacation rights.

F. An employee who is eligible for a vacation, but has not taken a vacation and who resigns, shall nevertheless be paid for their vacation. An employee who voluntarily resigns after one or more years of service, provides two weeks written notice of their intent to resign, and completes the two weeks of work shall be paid pro rata vacation.

G. Whenever a holiday falls during an employee's vacation period and such holiday would be paid to the employee, in the event they were 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 their option.

H. Payroll check stubs shall separately designate vacation wages paid to employees.

I. When the Employer takes over a Union contractor's building, he agrees to recognize seniority and vacation accrual. The outgoing contractor shall pay the prorated vacation pay that is due, with the last payroll check. If the outgoing contractor makes an error (which shall include a failure to pay) on an employee's prorated vacation pay, the outgoing contractor will make a good faith effort to issue a replacement check within (2) working days from the date that the outgoing contractor is notified of the error. If the outgoing contractor fails to pay the correct prorated paycheck within five (5) working days of notification of the error, then in addition to the amount of prorated vacation due, the outgoing contractor shall pay the employee a Ten Dollar ($10.00) penalty for every day after the outgoing contractor was notified of the error. The successor Employer shall pay the balance due at the time the vacation is accrued and taken and shall further recognize and grant the full time off that is due, as scheduled above. There shall be no pro ration of vacation for an employee who has been employed less than one (1) full year.

Pro rata vacation shall be determined using the following formula: The number of days worked for the existing contractor within the employees current anniversary year divided by 260 multiplied by the number of days to be granted on the next anniversary date multiplied by the number of hours worked per day multiplied by the wage rate per hour.

J. The Employer shall provide vacation relief personnel whenever practicable to do so.

K. The employee or the Union on the employee's behalf may request pay for vacation days not taken in lieu of taking the vacation and the Employer shall grant such requests with payment issued at the next regular payroll date, provided such request is for a minimum of three days or all remaining vacation.

## ARTICLE 13
## SENIORITY

A. Seniority is defined as the total length of service with the Employer from date of hire or total length of service at the location of employment, whichever is longer.

B. Where more than one employee is, in the judgment of the Employer, presently qualified, the primary factor to fill open positions shall be seniority. Any assignment to a Day position will only occur upon the approval of the building manager.

C. The Employer will post all promotional opportunities for a period of three (3) working days within the building where the vacancy occurs. Such posting shall be in a location visible to employees. If an employee desires a daily schedule with more hours of work, they shall submit such desire in writing to the Employer. When a job position becomes available, the Employer will assign said job to the senior qualified employee in the building who requested additional hours in writing. If an employee desires a different route assignment, they shall submit such desire in writing to the Employer. When a route assignment becomes available, the Employer will assign the first such route to the senior qualified employee in the building who requested the route in writing. However, the second or subsequent route assignment that becomes available as a result of the initial assignment shall not be subject to this procedure. This paragraph only applies to basic cleaning positions and does not apply to Lead, Waxer, or Heavy Machine Operator positions.

   The Employer will consider requests for transfer.

D. In the event a job is lost to a non-union employer, the laid off workers, on the basis of seniority, will be recalled to vacancies and be paid the appropriate pay rate based on seniority, for that job site.

E. In the event it is necessary to layoff the least senior employee(s) in a building, such employee(s) who have been displaced may at the time: 1) accept an open position in their zone, and if there is no open position in their zone, accept an open position elsewhere under the jurisdiction of the Agreement, or 2) if there is no open position in their zone, exercise their seniority for the purpose of displacing the least senior employee working elsewhere in their zone. However, a part-time employee cannot displace a full-time employee under this procedure. If a full-time employee is laid off and pursuant to this procedure fills a part-time position, such full-time employee will go to the top of the full-time request list provided for in Article 25. The least senior employee(s) displaced from work shall receive preference over all new hires in the event the Employer hires employees.

## ARTICLE 14
## DISCIPLINE AND DISCHARGE

A. Discharge or discipline shall be for just cause only. Except for severe rule violations, progressive discipline shall be used. Progressive discipline shall be limited to similar offenses.

B. Within twenty-one (21) days of termination, an employee may request, in writing to Human Resources, that the Employer provide the reasons for their termination in writing within seven (7) days of receipt of such request, or as soon thereafter as practicable.

C. An employee shall have the right to have a steward and an interpreter (if necessary, and who may be a company employee) present at any meeting where disciplinary action might be imposed or an investigatory meeting which the employee reasonably believes might lead to discipline. The employee must request the steward to be present. Additionally, upon request of an employee, a steward may be present at any meeting where the Employer imposes discipline. If a steward is not available, then the employee shall have the right to have another employee of their choice who is working that day in the building be present at the investigatory and/or disciplinary meeting.

D. If there is inclement weather and public transportation is not available, the Employer shall not discipline employees for failure to report to work.

E. The Employer agrees to have its Operations and/or Human Resource representative meet with the Union upon request to discuss issues related to treatment of employees. The Employer will make good faith efforts to identify problems and appropriate corrective actions.

## ARTICLE 15
## BEREAVEMENT LEAVE

When a death occurs in the immediate family of an employee, they shall be entitled to a leave of absence up to two (2) days with pay. Immediate family is defined as: spouse, significant other*, person with whom the employee shares joint custody of one or more children, sister, brother, children, mother, father, grandparents, and grandchildren. The Employer may require the employee to produce reasonable evidence of an immediate family member's death. The employee may request up to five (5) additional days of bereavement leave, utilizing unused vacation or unpaid leave and the Employer shall grant such request. For the death of employee's mother-in-law, father-in-law, brother-in-law, and sister-in-law, an employee may request up to seven (7) days of bereavement leave, utilizing unused vacation or unpaid leave and the Employer shall grant such request.

*"Significant other" means that a romantic relationship exists between the employee and another person, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare and there are significant shared financial obligations.

## ARTICLE 16
## LEAVE OF ABSENCE

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

B. Application for any leave of absence shall be made in writing ten (10) days in advance except in the case of a bona fide verifiable emergency. Any leave of absence, if granted, will be approved in writing setting forth the dates of such leave. Authorized leave of absence for any purpose shall not affect previously accumulated vacation time or seniority. Seniority and benefit accrual shall continue for the first thirty (30) days of any authorized leave of absence. Employees who have been in the employ of the Employer for at least six (6) months may request any leave of absence. For an authorized leave of absence, an employee may request any vacation due and owing and the Employer will pay for vacation days not taken in lieu of the employee taking the vacation.

C. A personal leave of absence without pay may be granted for a period not to exceed one hundred twenty (120) days; except when the Employer extends the leave. Employees shall be allowed up to twelve (12) work weeks personal leave of absence after the birth of a child, upon adoption, or to care for a sick family member. (The intent of the latter provision is to extend the Family and Medical Leave Act of 1993 to employees who would not be eligible because they do not work sufficient hours.) If an employee requests a leave of absence, or extension thereof, and the Employer denies such, and the employee does not report for work during the period requested off, the Employer may terminate the employee upon his or her return, unless the employee provides documentation of a verifiable emergency on their return which physically prohibited him/her from reporting to work.

D. Regular employees shall be granted a leave of absence without pay indefinitely in cases of an on-the-job injury or illness or for up to one (1) year for an off-the-job injury, illness, pregnancy, miscarriage, childbirth or personal emergency, upon presentation of medical certification or in the case of personal emergency upon documentation of the emergency. If there is not a specific date of return for the leave of absence, the employee will notify the Employer in writing at least once every thirty (30) days regarding their status, unless mutually agreed otherwise between the employee and the Employer. If the employee fails to notify the Employer as specified above of the continued need for leave of absence or return from leave on the date specified, the Employer may terminate the employee. For

the employee to return from a medical disability leave, the Employer requires a medical certificate verifying that the employee is able to fulfill their normal duties.

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

## ARTICLE 17
## JURY DUTY

A. Employees who are called for petit jury service shall be compensated by the Employer for the difference between the amount of jury pay received and the amount the employee should have earned had they not served. It is understood that employees working a shift that the jury service does not conflict with will be expected to report for work. Proof of jury service must be furnished by the employee.

## ARTICLE 18
## GRIEVANCE AND ARBITRATION PROCEDURE

A. Any grievance or dispute concerning the interpretation or application of any specific numbered Article of this Agreement, Appendix A or Appendix B may be submitted as a grievance by either the Union or the Employer. Grievances initiated by either the Union or the Employer shall be submitted in writing to the other party within seven (7) working days of their occurrence or discovery, whichever is later, but no more than five (5) working days from the date of occurrence in the case of discharge. In the case of discharge, if a grievance is not filed within said five (5) working days, the Union shall have an additional fifteen (15) working days to file a grievance, but in such case any award of back pay or other remedy shall not apply for any period of time prior to the date the grievance is actually filed.

B. A written grievance filed under this section must include the name(s) of the aggrieved employee(s) or the aggrieved employee class representative (who must be an aggrieved employee), date(s) of incident at issue, brief description of the dispute, and the specific section(s) of the Agreement that are alleged to have been violated. This listing of sections does not limit the Union's right to raise other sections during the grievance/arbitration

process. If the Employer believes that the Union did not meet the requirements described in this section, then within 7 days of receipt of the grievance, then it must notify the Union in writing of the alleged deficiency and the Union will have 7 (seven) additional days to refile the grievance. If the Union fails to correct the deficiency within seven (7) days it is understood that paragraph 6 shall apply. If the Union does not agree that its grievance was deficient, then it may arbitrate that issue as part of the arbitration on the merits.

C. When such notification in writing is served upon the other party as provided above, the following procedure shall be observed:

1. Step 1. The Employer's site supervisor or area manager shall meet with a representative of the Union within seven (7) working days of receipt of the written grievance and attempt to resolve the dispute. The supervisor who issued discipline or involved in the underlying facts shall also be present unless the Union and Employer mutually agree otherwise. The party receiving the written grievance shall give the moving party a written response within seven (7) working days of such meeting. If the moving party is not satisfied with the results, it may appeal to step two by giving written notice of its intent to do such within five (5) working days.

2. Step 2. The Employer's Labor Relations and/or Operations Representative or their superior shall meet with a representative of the Union within seven (7) working days of receipt of the written appeal and attempt to resolve the dispute. The party receiving the written grievance shall give the moving party a written response within seven (7) working days of such meeting. If the moving party is not satisfied with the results, it may appeal to step three by giving written notice of its intent to do such within fifteen (15) working days.

3. Step 3. If a satisfactory settlement of the grievance has not been reached in Step 2 the parties may, by mutual agreement only, submit the grievance to mediation with the Federal Mediation and Conciliation Service (FMCS). The primary effort of the mediator will be to assist the parties in settling the grievance in a mutually satisfactory manner. Any evidence related to or resulting from the mediation process shall be inadmissible in any subsequent arbitration proceedings.

4. Step 4. Should mediation fail (or if the parties did not agree to mediate the case), the matter may be referred to an impartial arbitrator for decision. In the event the parties are unable to agree upon the selection of an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) arbitrators to the parties. The parties will alternately

strike names from the list, with the party in receipt of the grievance striking first, until the arbitrator is chosen within fifteen (15) working days of the receipt of the arbitration list.

5. The arbitrator's decision shall be final and binding on both parties hereto. The Arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement.

6. The arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto. In contract interpretation grievances, either party shall be entitled to request a court reporter for purposes of producing a transcript of the arbitration hearing, and the parties shall equally share in the associated cost.

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

## ARTICLE 19
## MANAGEMENT RIGHTS

A. Subject to provisions of this Agreement, the Employer shall have the exclusive right to direct the employees covered by this Agreement. Among the exclusive rights of management, but not intended as a wholly inclusive list of them, are the right to plan, direct, adopt new or changed methods of performing the work, prescribe reasonable rules and regulations and control all operations performed at the various places of business serviced by employees covered by this Union Agreement; as well as the right to direct the working force, to transfer; to hire; to demote; to promote; to discipline; suspend or discharge for proper cause, and to relieve employees from duty or lay off employees because of lack of work or other legitimate reasons.

## ARTICLE 20
## SUCCESSORS AND ASSIGNS

A. The parties agree that in the event that the ownership of the Employer is changed by sale, merger, or in any other manner, this Agreement shall be included as a condition of such change or transfer and shall run to its conclusion as the contract of the successor Employer. The Union likewise binds itself to hold this contract in force to its termination and agrees that no part of this Agreement shall be assigned to any labor organization

without consent of parties hereto.

## ARTICLE 21
## SAVINGS CLAUSE

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

## ARTICLE 22
## NO STRIKE – NO LOCKOUT

A. For the duration of this Agreement, the Union agrees that it will not authorize, sanction, aid or engage in any strike or stoppage of work for any reason, except as provided in this paragraph or paragraph B below. Any employee who violates any of the terms of this Article may be subject to discharge from employment with the Employer or any other form of discipline. It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action for any employee covered by this Agreement to refuse to go through or work behind any picket line established by another labor organization because of a strike authorized by the appropriate County Federation of Labor or Central Labor Council and the Service Employees International Union, or for the Union to authorize, sanction, aid or engage in any strike or stoppage of work relating to any such picket line. The Employer agrees that during the same period it will not engage in, cause, or aid in a lockout of employees covered under the Agreement, except that this prohibition shall not apply when the Union takes economic action as provided in paragraph B below.

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

1. In the event the Employer fails or refuses to abide by any award of an arbitrator issued pursuant to formal or expedited arbitration procedures under this Agreement.

2. In the event the Employer fails or refuses to proceed to arbitration under the terms of this Agreement of a grievance filed pursuant to this Agreement within three months of the date that the grievance was originally filed.

## ARTICLE 23
## MOST FAVORED NATIONS CLAUSE

A. If during the term of this Agreement the Union enters into a collective bargaining agreement in the area shown on the map attached hereto with another employer or group of employers employing employees in the classifications covered hereunder which provides for any wage rates, economic fringe benefits or non-economic provision which is more favorable to an employer than that of the corresponding or similar provisions of this Agreement, then it is agreed that those more favorable provisions will become effective under the terms and conditions of this Agreement on the same date that they became effective under the other collective bargaining agreement. This provision is not fully applicable if an employer, whether or not that employer was previously party to an agreement with the same or similar provisions of this Agreement, is awarded the contract for a building at which the employees were not previously represented by the Union. In those circumstances, this Most Favored Nations clause shall not apply to the economic provisions for the initial forty-eight (48) months of the agreement between the Union and that employer.

B. The Union acknowledges its obligation to police and enforce the provisions of agreements containing the same or similar provisions as this Agreement against all employers signatory thereto in the area shown on the map attached hereto. Violations discovered by the Union under this Section or pursuant to a request under Article 6H will be pursued by the Union under Article 18, Grievance and Arbitration; except that the Union shall have fifteen (15) working days from the date the Union staff representative (not the employee or steward) actually discovers a violation under this Section to file a grievance. Any violating employer will be expected to commence complying with the contract immediately. It shall be considered a violation under this Section if the Union demonstrates the employer:

1. Improperly compensated (wages or benefits) or failed to properly deduct Union dues for one or more employees during the one (1) year prior to the date the Union discovers the violation, and either:

2. Reported compensation to the Union pursuant to Article 6 Section C, which was contrary to the compensation actually paid the employee(s) during the one (1) year prior to the date the Union discovers the violation, or

3. Did not report the individual(s) as employee(s) pursuant to Article 6 Section C.

Despite the limitations of Article 18, where a violation under this Section is demonstrated, the improperly compensated employee(s), or the Union in the case of

failing to deduct Union dues, shall be awarded all past due compensation/dues during said one (1) year period and up to the date the employer commenced complying with the contract. In addition, where the Union demonstrates the employer improperly compensated (wages or benefits) or failed to properly deduct Union dues for at least two or twenty percent (20%) of the employees in a building, whichever is greater, during the one (1) year prior to the date the Union discovers the violation, the improperly compensated employees, or the Union in the case of failing to deduct Union dues, shall be awarded a fifty percent (50%) penalty paid to:

1. In the case of employees, 20% awarded to the employees not properly compensated and 30% to the health insurance trust created under Article 26, or

2. In the case of the Union, 50% to the health insurance trust created under Article 26.

Nothing herein should be interpreted to limit the rights of the health insurance trust created under Article 26 from enforcing an employer's obligations under the participation agreement and/or trust agreement. If the Union is required to enforce in court an arbitration award on a grievance filed pursuant to this Section, the employer shall pay all attorney fees and court costs incurred by the Union enforcing the award.

## ARTICLE 24
## ALCOHOL AND CONTROLLED SUBSTANCE

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

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

An employee who has been requested to submit to drug or alcohol screening in compliance with this provision may be suspended pending receipt of the test results. If the test results are negative, the employee shall be immediately reinstated with full back pay and no loss of benefits.

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

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

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

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

## ARTICLE 25
## FULL TIME WORK

A. The Employer agrees that locations covered by the Agreement, 250,000 square feet or larger shall convert to a full-time schedule according to the following conditions. For this purpose, "location" is defined as a single street address and "full-time schedule" is defined as an employee working a regular schedule eight (8) hours per day for five (5) days per week. For purposes of this Article, the requirement to convert buildings to full-time schedules does not apply to Day employees.

B. A building shall be considered converted to full-time schedules when at least eighty-five percent (85%) of the work hours in the building are performed by employees on full-time schedules. Nothing herein shall prohibit the Employer from covering up to fifteen percent (15%) of the work hours in the building by part-time employees. Floaters shall not be

used by the Employer to avoid hiring a full-time employee when required by this Article.

C. The Employer will maintain a list, at its principal office, of employees who desire full-time work at buildings other than the one they are currently assigned to work. Full-time is defined as eight (8) hours per day for five (5) days per week. Employees must apply in person at the Employer's principal office and sign the list designating the zones in which they desire to work full-time. Downtown and zones 1-4 employees will have one list covering these zones while zone 5-9 employees will have a separate list covering those zones. An employee who desires to remain part-time need not complete the form. For the first ninety (90) days this procedure is allowed under this Agreement, employees who sign up will be placed on the list in seniority order. After that, employees shall be added to the list in the order they sign up. New hires will be given the opportunity to sign the list when first hired. The Employer and the Union will distribute a mutually agreed upon letter to all employees (and new hires) explaining this full-time request list procedure. The Union has the right to receive a copy of the full-time request list upon request.

If an employee signs the list designating a zone they will work full-time, is offered a full-time position in that zone per the procedure outlined below and turns the position down, the employee will be removed from the full-time request list and cannot re-sign the list for one year from the dated the full-time position was declined. At the time of re- signing the list, the employee's name will be added to the end of the list.

D. When the Employer designates a building for conversion to full-time schedules, the Employer will first offer full-time positions, by seniority, to employees currently assigned to work in the building being converted. If insufficient employees volunteer for full-time positions, the Employer will offer the full-time positions in order to employees who signed the full-time request list designating the zone of the building. If there are still insufficient employees for the full-time positions in the building, the Employer will convert those who desire full-time and inform the Union of the shortage. The Union has the right to offer employees who desire full-time at the building, including employees who did not or were ineligible to sign the full-time request list. The Employer will continue to operate the building with less than a complete complement of full-time employees, supplemented by additional part-time employees, until such time as sufficient employees volunteer for the full-time positions. After conversion, all work shall continue to be as equally distributed as practical and at least eighty-five percent (85%) of the total work hours, as existed under the part-time schedule, shall be maintained after conversion.

Notwithstanding anything to the contrary under this Agreement, employees offered Utility Worker or Day employee positions, must be qualified, in the sole opinion of management, to perform the functions of the position.

E. Notwithstanding anything to the contrary in this Agreement, all part-time employees

displaced as a result of part-time schedules being eliminated to provide for full-time schedules as a building is being converted shall be dealt with in accordance with the following:

1. In seniority order, they shall be offered open part-time positions prior to the Employer hiring new employees.

2. If the employee declines a part-time position in the same zone that they worked in, the Employer has no further obligation to employ the individual.

3. When the employee accepts an open part-time position, the Employer need only employ the individual at the wage rate, benefits and other conditions of employment required by this Agreement for a person with their seniority (i.e. if the employee received wages, benefits or other conditions of employment in excess of those required by the Agreement at their original part-time position, the Employer need not continue those at the new part-time opening.)

4. The Employer shall not bump a full-time employee to employ a part-time employee laid off due to the conversion of a building.

F. The Employer shall notify the Union of the following:

1. Prior to the conversion of a building under this Article, the name and address of the building being converted.

2. The names and seniority dates of employees who received full-time positions in the converted building.

3. The names and seniority dates of employees who received part-time positions in the converted building.

4. The names and seniority dates of employees displaced as a result of part-time schedules being eliminated to provide for full-time schedules in the converted building.

5. When a part-time displaced employee accepts or declines an open part-time position.

G. Once a building is converted to full-time schedules, it shall continue on full-time schedules. Therefore, if the Employer is awarded a building converted to full-time, it shall continue to operate the building on full-time schedules.

H. If at the time of conversion under this Article a building already has some employees working full-time schedules, said full-time employees shall not lose their full-time positions as a result of completing the conversion.

## ARTICLE 26
## HEALTH INSURANCE

A. All eligible full-time employees will receive the current Kaiser Health Insurance Plan with the Employer paying up to the following maximums per month for employee-only coverage:

| Current | 1/1/25 | 1/1/26 | 1/1/27 | 1/1/28 |
|---|---|---|---|---|
| $615.65 | $677.22 | $744.94 | $819.43 | $901.37 |

In November of each year the actuary shall provide a projection of the reserves at the end of the following year based on Kaiser's increases for that following year. If the projection shows that the reserves at the end of the following year are less than $400,000, then the Employer shall provide the percentage increase above the 10% shown above that the actuary has determined will show a projection at the end of the following year of a reserve of $400,000.

All eligible full-time employees receiving such employee-only coverage shall contribute five dollars ($5.00) per month toward the employee-only coverage under the DHMO 2000 Plan (Basic Plan), and $89.25 under the DHMO 250 (Premium Plan). The employee contribution for the Premium Plan shall be adjusted each year to reflect the difference between the Basic Plan and the Premium Plan. The parties agree that the Trustees of the Service Employees International Union Health and Welfare Fund may approve changes to these plan(s) at their discretion.

If the total premium for the health insurance provided for hereunder exceeds the maximum amount to be paid by the Employer plus the amount of employee contribution, the cost of any additional premium shall come out of the trust fund established below in Section B.

To be eligible for paid health coverage under this article, the employee must be employed by the Employer as a full-time employee for one (1) year or have provided 1,200 hours of service to his Employer, whichever occurs first. If the employee is a Day employee, the employee must be employed by the Employer as a fulltime employee for one hundred twenty (120) days. Coverage under the Plan will begin on the first of the month which occurs sixty (60) days after eligibility is established.

Effective January 1, 2026, to be eligible for paid health coverage under this Article, the employee must be employed by the Employer as a full-time employee as defined by this Agreement. Coverage under the Plan will begin on the first day of the first month following sixty (60) days of employment as a full-time employee as defined by this Agreement.

If either party believes that a better or more cost-effective plan may be available, they will meet as soon as possible to negotiate over the health plan, but no change shall be made to the plan in effect until and unless an agreement is reached.

B. The Employer shall contribute to the Service Employees International Union Health and Welfare Fund, a fund jointly administered by representatives from the Union and representatives from the Building Maintenance Contractors (hereinafter "the Trustees"), Thirty-eight Cents ($0.38) per hour worked by an employee covered by this Agreement working Downtown or in zones 1-4.

The Employer shall contribute per month to the Service Employees International Union Health and Welfare Fund for each of its eligible full-time employees that receive family health insurance coverage under the procedures described below:

| | Grandfathered Employees [employees who were receiving dependent or family coverage as of 12/31/15] | All other eligible employees |
|---|---|---|
| Monthly Amount | $170.00 | $70.00 |

All eligible full-time employees receiving such family health insurance coverage shall contribute the following per month toward the family health insurance coverage:

| | DHMO 250 (Premium Plan) | DHMO 2000 (Basic Plan) |
|---|---|---|
| Ee + Spouse | $201.93 | $25.00 |
| Ee + Children | $185.07 | $25.00 |
| Family | $309.60 | $40.00 |

The employee contribution for the Premium Plan shall be adjusted each year to reflect the difference between the Basic Plan and the Premium Plan. The parties agree that the Trustees of the Service Employees International Union Health and Welfare Fund may approve changes to these plan(s) at their discretion.

The costs of establishing and administering this fund shall be paid by the fund. It is the intent of the parties that the contributions to the fund should be used to pay for the additional cost of providing family health coverage through the same Plan.

The Employer shall execute and abide by the Participation Agreement as approved by the Trustees from time to time.

## ARTICLE 27
## EDUCATION FUND

A. The Employer will contribute six dollars ($6.00) per year per part-time employee and twelve dollars ($12.00) per year per full-time employee to a Union-Management administered Educational/Citizenship Fund to teach English, computer classes and/or classes for GED to employees. The contributions will be made on the number and status of employees on the payroll as of July 1st of each year and shall be paid by July 31st of that year.

B. The Employer shall not be obligated to make the contributions required above under Section A until such time as the funds in the Education/Citizenship Fund fall below $25,000 as of June 1st of a given year. When the funds fall below $25,000 on June 1st of a given year, the July contributions for that year will be required.

C. Effective January 1, 2027, paragraphs A and B, above, shall be superseded by this paragraph C. Effective January 1, 2027, the Employer will contribute $0.03 per hour worked under this Agreement to the SEIU Local 105 and Building Service Contractors Educational/Citizenship Fund (the Fund). The contributions shall be remitted monthly within thirty (30) days of the end of the month.

D. The trustees of the Fund are authorized by the bargaining parties to merge the Fund into a similar fund, or redirect the contributions required under this Agreement to a similar fund.

## ARTICLE 28
## IMMIGRATION

A. The Employer will notify the Union of any investigation conducted by the Department of Homeland Security or any of its related or successor agencies and/or Department of Labor. Employees shall not be disciplined, suffer loss of seniority or be otherwise adversely affected by a lawful change of name or social security number. The Employer agrees to comply with applicable immigration and related laws, and to extend its reasonable cooperation and assistance to employees and the Union in connection with such matters.

B. The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Department of Justice or Department of Homeland Security or any of its related or successor agencies without having to take a leave of absence.

C. If a leave of absence is necessary, the Employer agrees to give the employee, pursuant to

Article 16, a leave of absence for a period of up to ninety (90) days and return the employee with no loss of seniority provided the Employer is still in the building. The Employer may grant an additional ninety (90) day extension to the absence, if the request is made in writing and the employee provides proof that documents are in process within the original ninety (90) day period. The Employer may grant an additional extension to the absence at its discretion if the employee request is made in writing with proof that additional time is required.

D. The Employer may require documentation of appearance at such proceedings and/or updated documentation of valid authorization to work in the United States. The Employer may condition the extension on the employee notifying the Employer of the status of their proceedings at least every thirty (30) days during the extension. The employee shall not be entitled to benefit accrual during the above leave period. All of the above shall be in compliance with existing laws.

E. If an employee is discharged for lack of work authorization and subsequently corrects the problem within six (6) months of the discharge, the employee shall be rehired into the next available position at the same wage rate and seniority at the time of such discharge.

F. No-Match Letter

1. A 'no match' letter from the Social Security Administration (SSA), a phone or computer notification of no-match or an IRS no-match shall not itself constitute a basis for taking any adverse employment action against an employee.

2. Upon receipt of such a letter, the Employer shall notify the employee and provide the employee with a copy of the letter and inform the employee that he or she should contact SSA. If the employee presents a new Social Security Number, the Employer will follow its normal practice concerning verifying Social Security numbers, unless required otherwise by the building.

## ARTICLE 29
## SICK LEAVE

A. Effective from the beginning of this Agreement through December 31, 2025, each employee shall have the right to use up to 56 hours per anniversary year of vacation or personal holidays (birthday, anniversary, or personal day) for time lost from regularly scheduled work due to illness, provided the employee notifies the Employer of their absence pursuant to its rules. The employee must have sufficient time in their accumulated vacation or personal holidays to utilize this paragraph.

B. If an employee exhausts their sick leave pursuant to Section 1, above, such employee

may utilize vacation or personal holidays (birthday, anniversary, or personal day) for complete shifts lost from regularly scheduled work due to illness, provided the employee notifies the Employer of their absence pursuant to its rules regarding additional sick leave. The employee must have sufficient time in their accumulated vacation or personal holidays to utilize this paragraph.

C. On January 1, 2027, employees with at least one (1) year of seniority will receive three (3) sick leave days to be used during that calendar year. These sick leave days may not be carried over to the following year and may not be cashed out. Birthday and Anniversary Date holidays under Article 11 will be eliminated on January 1, 2027. The sick leave days shall be administered under the terms of the State of Colorado's "Healthy Families and Workplaces Act" (hereinafter referred to as "HFWA"), and as described below in Section E.

D. Effective on January 1, 2028, and on each January 1 thereafter, employees with at least one (1) year of seniority will receive six (6) sick days to be used during that calendar year. These sick leave days may not be carried over to the following year and may not be cashed out. The two (2) personal holidays under Article 11 will be eliminated on January 1, 2028. The sick leave days shall be administered under the terms of the HFWA, and as described below in Section E.

E. In recognition of and to ensure compliance with HFWA, the parties hereby agree as follows:

1. Pursuant to the HFWA, the Employer shall provide paid sick leave to employees with less than one year of seniority, accrued at one hour of paid sick leave for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours.

2. Employees begin accruing paid sick leave when the employee's employment begins. Employees with less than one year of seniority may use paid sick leave as it is accrued and may use up to forty-eight (48) hours of sick leave per year. Unused sick leave shall not carry over to the second year of employment.

3. All employees may use paid sick leave to be absent from work for the following purposes:

    a. The employee has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;

    b. The employee needs to care for a family member who has a mental or physical illness, injury, or health condition; needs a medical diagnosis,

care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;

c. The employee or family member has been the victim of domestic abuse, sexual assault, or harassment and needs to be absent from work for purposes related to such crime; or

d. A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work;

e. Needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence; or

f. Needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.

4. In addition to the paid sick leave accrued by an employee, the Employer shall supplement each employee's accrued paid sick leave as necessary to meet HFWA requirements in the event of a public health emergency.

5. All employees are allowed to use paid sick leave in hourly increments unless the Employer allows paid sick leave to be taken in smaller increments of time.

6. The Employer may request reasonable documentation only for sick leaves of four (4) or more consecutive days when the employee would normally have worked, but no such documentation may be requested for Public Health Emergency leave.

## ARTICLE 30
## FAMILY AND MEDICAL LEAVE INSURANCE

A. The Colorado paid Family and Medical Leave Insurance (FAMLI) program allows employees who qualify to apply for FAMLI leave benefits for any of the following reasons:

1. Caring for a new child during the first year after the birth, adoption, or foster care placement of that child.

2. Caring for a family member with a serious health condition.

3. Caring for your own serious health condition.

4. Making arrangements for a family member's military deployment.

5. Obtaining safe housing, care, and/or legal assistance in response to intimate partner violence, stalking, sexual assault, or sexual abuse.

B. Leave application process to the FAMLI Division. Employees may apply for FAMLI benefits by submitting an application to the Colorado Department of Labor and Employment ("CDLE"). Such applications will be submitted directly to the State of Colorado FAMLI Division, or the Third-Party Administrator if the Employer has adopted a private plan alternative, not to Employer or the Union. Applications may be submitted in advance when the need for qualified leave is foreseeable.

C. Providing Notice of FAMLI Leave to the Employer. Even if the employee has submitted or plans to submit an application to the FAMLI Division for FAMLI benefits, the employee must notify the Employer prior to starting any leave or missing any work if possible. When the need for leave is foreseeable, the employee must provide 30 days' notice prior to the start of their planned leave to Employer. When the need for leave is unforeseeable, the employee must notify the Employer as soon as practicable.

## ARTICLE 31
## TERM OF AGREEMENT

This Agreement shall be effective from July 29, 2024, through July 28, 2028, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions.

If either party elects to amend or terminate the Agreement, such party shall, on a date not less than sixty (60) days nor more than seventy-five (75) days prior to July 28, 2028, give written notice to the other party of intention to amend or terminate, and by such action the Agreement shall, for all purposes terminate as of the expiration date of the Agreement.

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signatures of their authorized representative this _____ day of _____ 2024.

By: _____

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

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

_____

_____
A Building Maintenance Contractor

APPENDIX A

WAGE RATES

The minimum hourly rates of pay shall be in effect on the date set forth below:

HOURLY RATE OF PAY

**Denver - Downtown**

| | | 1/1/25 | | 1/1/26 | | 1/1/27 | | 1/1/28 | |
|---|---|---|---|---|---|---|---|---|---|
| | **Current** | Rate | Inc | Rate | Inc | Rate | Inc | Rate | Inc |
| Start | $18.29 | $19.25 | $0.96 | $19.85 | $0.60 | $20.45 | $0.60 | $21.05 | $0.60 |
| 18 Mo | $18.49 | $19.50 | $1.01 | $20.10 | $0.60 | $20.70 | $0.60 | $21.30 | $0.60 |
| 3 Yr | $19.35 | $20.50 | $1.15 | $21.20 | $0.70 | $21.85 | $0.65 | $22.45 | $0.60 |

**Denver - Zones 1-4**

| | | 1/1/25 | | 1/1/26 | | 1/1/27 | | 1/1/28 | |
|---|---|---|---|---|---|---|---|---|---|
| | **Current** | Rate | Inc | Rate | Inc | Rate | Inc | Rate | Inc |
| Start | $18.29 | $19.25 | $0.96 | $19.85 | $0.60 | $20.45 | $0.60 | $21.05 | $0.60 |
| 18 Mo | $18.49 | $19.50 | $1.01 | $20.10 | $0.60 | $20.70 | $0.60 | $21.30 | $0.60 |
| 3 Yr | $18.90 | $20.00 | $1.10 | $20.70 | $0.70 | $21.35 | $0.65 | $21.95 | $0.60 |

**Denver - Zones 5-9 and Buildings <100,000 sq. ft. in Zones DT and 1-4**

| | | 1/1/25 | | 1/1/26 | | 1/1/27 | | 1/1/28 | |
|---|---|---|---|---|---|---|---|---|---|
| | **Current** | Rate | Inc | Rate | Inc | Rate | Inc | Rate | Inc |
| Start | $18.29 | $19.00 | $0.71 | $19.60 | $0.60 | $20.20 | $0.60 | $20.80 | $0.60 |
| 18 Mo | $18.49 | $19.25 | $0.76 | $19.85 | $0.60 | $20.45 | $0.60 | $21.05 | $0.60 |
| 3 Yr | $18.69 | $19.50 | $0.81 | $20.10 | $0.60 | $20.70 | $0.60 | $21.30 | $0.60 |

**Non-Denver - Zones 1-4**

| | | 1/1/25 | | 1/1/26 | | 1/1/27 | | 1/1/28 | |
|---|---|---|---|---|---|---|---|---|---|
| | **Current** | Rate | Inc | Rate | Inc | Rate | Inc | Rate | Inc |
| Start | $15.00 | $16.00 | $1.00 | $16.60 | $0.60 | $17.20 | $0.60 | $17.80 | $0.60 |
| 3 Yr | $18.00 | $19.00 | $1.00 | $19.60 | $0.60 | $20.20 | $0.60 | $20.80 | $0.60 |

**Non-Denver - Zones 5-9 and Buildings <100,000 sq. ft. in Zones DT and 1-4**

| | | 1/1/25 | | 1/1/26 | | 1/1/27 | | 1/1/28 | |
|---|---|---|---|---|---|---|---|---|---|
| | **Current** | Rate | Inc | Rate | Inc | Rate | Inc | Rate | Inc |
| Start | $15.00 | $16.00 | $1.00 | $16.60 | $0.60 | $17.20 | $0.60 | $17.80 | $0.60 |
| 3 Yr | $16.35 | $17.60 | $1.25 | $18.20 | $0.60 | $18.80 | $0.60 | $19.40 | $0.60 |

If the minimum wage rate in the State of Colorado or the municipality where the employee works exceeds any of the rates listed above, the Start rate for that scale shall become the minimum wage rate; the 18-month rate (if any) shall become $0.20 higher than the new minimum wage (if not already above that rate); and the three-year rate shall become $0.40 higher than the new minimum wage (if not already above that rate).

All employees covered by this Agreement who were hired prior to July 25, 2024, and are paid above scale and any Day employees paid above scale will receive increases in their hourly rate of pay as follows: Effective 1/01/25, $0.45 per hour; effective 1/01/26, $0.45 per hour; effective 1/01/27, $0.45 per hour; effective 1/01/28, $0.45 per hour.

Should clean room technicians or other new job classifications become covered by this Agreement prior to its expiration, the Employer will meet with the Union to negotiate wages for said classifications.

Effective January 1, 2026, employees with fifteen (15) or more years of seniority shall be paid fifty cents ($0.50) per hour more than the applicable cleaner rate for that location.

Waxer/Heavy Machine Operators or any other employee doing similar work but having a different job title, shall be paid twenty cents ($.20) per hour more than the applicable cleaner rate for that location.

Day employees shall be paid Fifty Cents ($0.50) per hour more than the applicable cleaner rate for that location. Day employees shall be defined as those who commence work between 4:00 a.m. and 2:00 p.m.

Any employee specifically designated and assigned by the Employer as a lead shall be paid Thirty Cents ($.30) per hour more than the highest rate specified above for the applicable year.

Fifty Cents ($0.50) per hour more than the applicable cleaner rate for that location shall be paid for Saturday and Sunday work.

All vehicles used for the purpose of carrying tools and equipment for wax crews shall be furnished by the Employer except as hereinafter provided. If an Employer finds it necessary to make use of one or more of its employee's vehicles to transport tools, equipment or supplies, and the employee agrees, the employee shall be reimbursed at the rate of one dollar ($1.00) per hour for the use of such vehicle. Mileage shall also be paid at the rate of twenty-one cents ($.21) per mile.

Any employee specifically designated and assigned by the Employer to train a new employee shall be paid a premium of twenty cents ($.20) per hour during that period of training.

Construction cleanup shall be defined as any workload increase resulting from substantial

construction activity (remodel or build-out) in the immediate work area. Construction cleanup will be paid at a rate of at least twenty cents ($.20) per hour higher than the worker's regular rate of pay.

Floaters (employees who work different job assignments as needed, whether in the same building or different buildings) will be paid at the wage scale and benefits in DT 1-4 except that such employees will not be eligible for health insurance under Article 26 and they will not be counted in the full-time calculations (85% v. 15%) under Article 25.

## APPENDIX B
## SEXUAL HARASSMENT & ASSAULT POLICY

A. The Employer and the Union agree that all employees are entitled both to know their rights regarding sexual harassment and to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of its employees whether conducted by employees, non-employees or supervisors.

B. The Employer shall have a sexual harassment policy that complies with federal law, printed in both English and Spanish, which shall be the policy that employees, supervisors and managers are required to follow and which the Employer shall use for purposes of governing sexual harassment in its workplace. To that end, the Employer shall make a copy of its sexual harassment policy available to each employee. Such policies shall be provided to the Union, upon its request.

C. The Employer will encourage employees to report instances of sexual harassment to the person designated in the Employer's policy and/or manager of the Employer. If this person is the cause of the offending conduct, the employee may report the matter directly through other proper, alternative channels established by the Employer, such as an employee hotline. Reports of sexual harassment shall be investigated promptly by the Employer following proper standards of professionalism and respectful conduct towards employees while taking reports and performing investigations of sexual harassment. The parties mutually agree, to the extent possible, confidentiality is of critical importance in the process of investigating a sexual harassment allegation. The Employer will provide the accuser a response to its findings and any actions taken within a reasonable time period. Where appropriate, the response will be in writing.

D. Examples of sexual harassment include, but are not limited to any behavior that includes unwelcome sexual advances and/or unwelcome verbal or physical conduct of a sexual nature such as:

- Inappropriate touching or contact.
- Offensive jokes, conversation of a sexual nature or disparaging comments concerning one's sexual orientation or gender identity.
- Showing or sharing lewd pictures or video at work.
- Conduct of a sexual nature that interferes with an individual's job performance or creates an intimidating, hostile, or offensive work environment.
- When an employee's submission to or rejection of verbal or physical conduct of a sexual nature results in adverse action or is used as the basis for promotions or other

employment decisions.

E. In the event an employee has made a harassment claim regarding someone who is not an employee, the Employer shall advise the property owner or manager in writing of the allegation including the identity of the accused and request the property owner or manager take immediate steps to ensure any harassment stops. If the Employer is able to take appropriate measures within their control to prevent the accused from having further access to the employee reporting harassment at the worksite, the Employer may waive the requirement to inform the property owner or manager. At the accusing employee's request, the Employer will endeavor to provide the employee with a temporary alternative work location away from the alleged harasser with no loss of income, seniority, or benefits.

F. Upon receiving a report of sexual harassment by an employee, the Employer will take reasonable steps to ensure the employee accused does not have direct contact with the employee they are alleged to have harassed until such time as the Employer has completed its investigation and made a determination as to the merits of the allegation. Appropriate action shall be taken thereafter. The Employer has the right to transfer an accused employee between work sites or suspend an accused employee where appropriate until the investigation is complete. At the accusing employee's request, the Employer will endeavor to provide the employee with a temporary alternative work location away from the alleged harasser with no loss of income, seniority, or benefits.

G. If the Employer determines that an employee, supervisor, or manager has engaged in sexual harassment, the employee, supervisor, or manager will be subject to disciplinary action, up to and including termination of employment. Serious acts of sexual harassment or misconduct shall be grounds for immediate termination.

If, following investigation, the Employer determines that an employee has not engaged in sexual harassment, the Employer will reverse any adverse action such as an unpaid suspension or involuntary transfer made in the course of investigation. The Union will support the Employer's decisions in this regard consistent with its duty of fair representation.

H. There shall be no retaliation against employees who report claims of sexual harassment or who participate in an investigation concerning sexual harassment.

I. Nothing herein should be interpreted to prevent the Employer from maintaining a Sexual Harassment Policy which adds to or expands upon the foregoing, as long as it is not inconsistent with this policy.

J. The Employer will not condone a sexual or romantic relationship between two

employees where one employee is a direct supervisor, as defined by Section 2(11) of the National Labor Relations Act, over the other employee.

APPENDIX C
RESPONSIBLE CONTRACTOR AGREEMENT FOR
DENVER METROPOLITAN AREA

Between SEIU LOCAL 105 and
Building Maintenance Contractors

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

1. It is the intent of the Employer to take a positive approach to the unionization of its non-supervisory janitorial employees in the Denver Metropolitan Area as defined in Appendix 1 of this Agreement. The Employer will not oppose attempts by its janitorial employees to organize and sign union authorization cards. The Employer and its supervisors will not take any action or make any statement that will directly or indirectly state or imply any opposition to the employees' right to unionization.

2. No picketing or strikes: From the date set forth below, the Union will not engage in strikes, picketing, boycotts or any other economic activity in conjunction with organizing efforts. This will not restrict the Union's rights to engage in such actions once collective bargaining begins, as set forth in paragraph 7 below.

3. Upon the Union's request the Employer will provide to the Union the following information: The names, addresses, phone numbers, dates of hire and work locations of all non-supervisory janitors employed by the Employer in the area defined in Appendix 1 or any part thereof as specified by the Union. The Union will not request the above listed information in any zone for which it does not have an active organizing campaign.

4. The Employer will allow the Union access to workers if requested by the Union. The Union agrees that there will be no interference with work. The Union will not seek on-site access if the Building Manager or Owner will not allow the Union on- site. The Employer agrees to cooperate with the Union to facilitate off-site meetings between the workers and the Union.

5. At the buildings in a geographic zone as defined in Appendix 1 of this Agreement, where the Employer has the contract to provide cleaning services, the Employer will recognize the Union as the exclusive bargaining agent for its employees at said buildings in a

geographic zone, provided that the Union has established its status as the majority representative of said employees through a cross-check of authorization cards, or Union membership cards which authorize the Union as the employees' exclusive bargaining representative. Such cross check shall be supervised by a neutral third party. Said neutral third party shall be mutually selected by the Employer and Union from among persons such as a federal mediator, a state mediator or conciliator, an established neutral arbitrator, or a clergyman. If the Union establishes through the cross-check procedures set forth in this paragraph that it is the majority representative of the total non-supervisory janitorial employees in a given geographic zone as defined in Appendix 1 of this Agreement or in a group of zones, the Employer shall recognize the Union as the exclusive bargaining representative of all employees in such zone or zones. The Employer agrees not to file a petition with the National Labor Relations Board as an alternative to participating in an authorization card cross-check to be conducted by a neutral third party as provided in this paragraph.

6. The Employer further agrees that upon recognition of the Union as the representative of employees at the buildings in a geographic zone or in a group of zones, the zone or zones will be automatically accreted into the unit covered by the Master Agreement, and that effective on the date of accretion, all non-economic terms and conditions will apply at the buildings in the zone.

7. The Employer further agrees that the implementation of the economic terms for the geographic zones as defined in Appendix 1 will be negotiated when at least 50% of the total square footage of buildings over 50,000 square feet in the specific geographic zone(s) are cleaned by companies which are signatory to this Agreement. The parties agree to negotiate an appropriate phase-in period for transitioning buildings in a zone to the economic rates set forth in the Master Contract.

   Negotiation of Implementation of Economics: Both parties favor coordinated bargaining negotiations and agree to work toward promoting such negotiations to all other involved parties. The parties agree to participate in a good faith bargaining effort for at least 30 days before engaging in any strikes, picketing, boycotts or any other economic activity. The parties further agree to promote a means to resolve disputes before engaging in such activity. The costs of such means, if applicable, should be shared equally by the parties.

8. Only commercial office, single tenant, tech and/or industrial buildings over 50,000 square feet, excluding shopping centers, cleaned by cleaning contractors shall be covered by this Agreement. For industrial buildings the square footage of warehouse space is not included in determining square footage of the building if not cleaned by the same

cleaning contractor that cleans the rest of the building. This paragraph covers multiple buildings owned and managed by the same company within a particular business complex, campus, park and such buildings shall be counted as an individual building for the purposes of determining square footage.

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

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

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

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

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

## APPENDIX 1
## GEOGRAPHIC ZONES

This agreement shall cover buildings over 50,000 square feet in the following counties: Adams County, Arapahoe County, Boulder County, Broomfield County, Denver County, Jefferson County, Douglas County

The buildings shall be broken into zones for purposes of determining percentages of square footage. The zones are as follows:

| Zone | Area |
|---|---|
| DT | Downtown<br>(Downtown Central Business District) |
| 1 | Mid-Town<br>(other than Downtown and Cherry Creek. West – Kalamath, South – First Ave, East – Clarkson, North – Speer to 11th Ave) |
| 2 | Cherry Creek<br>(West – University, South – Yale, East – Holly, North – 6th Ave) |
| 3 | Denver Tech Center<br>(West – Holly to E County Line Rd to Quebec, South –E Lincoln Ave, East – Parker Rd, North – Quincy to DTC Blvd to Belleview Ave to Jordan Rd to Border Cherry Creek State Park to Jordan Rd to Arapahoe Rd) |
| 4 | Aurora<br>(West – Quebec St to S Quebec Way to S Yosemite St to Iliff Ave to S Syracuse Way to E Harvard Ave to S Syracuse Way to S Yosemite St to I-225, East – Airport Blvd to Buckley to Orchard Rd to Parker Rd, North – 11th Ave to Peoria to 6th Ave, South – DTC Blvd to Belleview to Jordan Rd to Border of Cherry Creek State Park to Jordan Rd to Arapahoe Rd) |
| 5 | Metro North and West (Golden, Boulder, Broomfield, Longmont, Louisville, Lafayette)<br>(West – Border of Boulder and Jefferson counties, South – US Highway 285, East – Western and Northern Borders of Zone 8 to South I-25 to I-70 to Colorado Blvd to E 56th Ave to Quebec to Highway 2 to E 88th Ave to I-76, North – 168th Ave to E County Line Rd to N County Line Rd to Northern border of Boulder County.) |
| 6 | Metro East (other than Aurora area) |

(West – Eastern Border of Zone 8, North – I-70 to Colorado Blvd to E 56th Ave, East – Tower Rd to E 6th Ave to Peoria St to 11th Ave to Quebec St to Western Border of Zone 4, South – Quincy Ave to I-25 to Irving St to Oxford Ave to Santa Fe Dr to Hampden Ave to Jefferson Ave to Hampden Ave to I-25 to Quincy Ave to Tamarac Parkway to I-225)

7 Metro South (other than Denver Tech Center)
(West – US 285 South to Western border of Jefferson County, South – From where 285 South meets Western border of Jefferson County straight east to I-25, East – I-25 to the Southern and Western borders of Zone 3 to I-25, North – 470 to Quincy Ave to Irving St to Oxford Ave to Santa Fe Dr to Hampden Ave to Jefferson Ave to Hampden Ave to I-25)

8 Metro North and West (Westminster, Lakewood)
(West – Wadsworth Blvd to W 58th Ave to Sheridan Blvd to Business 70 to Kipling St to W 20th Ave to Simms St to W 32nd to I-70 to W 20th to Youngfield St to Business 70 to I-70 to 470, South – W Quincy Ave to Simms St to 285, East – Federal Blvd to 6th Ave to I-25, North – 112th Ave)

9 Metro Far East
(West – Eastern border of Zone 5 to Northern Border of Zone 6 to Eastern border of Zone 6 to Southern Border of Zone 6 to Eastern border of Zone 4 to Eastern and Southern border of Zone 3 to I-25, South – Follows Southern border of Zone 7 straight East to Singing Hills Rd to CR-29 to CR-174, East – Kiowa-Bennett Rd *{SR 79}* to Palmer Ave to Adams St to SR-36 to South Kiowa-Bennett Rd to E County Line Rd to South Kiowa-Bennet Rd, North – *SR-52 to CR 73 to I-76 to CR-49 to CR-30 to CR-43 to CR-32 to CR-23 to CR-32 to CR-21 to CR-34*).

In each zone, where the building is on a road that is on the zone line, then if the building is on the east side of the road it is east of the zone line, is on the west side of the road it is west of the zone line, is on the north side of the road it is north of the zone line or if it is on the south side of the road than it is south of the zone line.

## SIDE LETTER
## DAY CLEANING

If, in any building, the Employer moves the regular work force from night cleaning to day cleaning (defined as a change in start time of three hours or more), then the Employer shall provide the Union with at least sixty (60) days written notice of such intended shift change. If the Employer doesn't have sixty (60) days' notice of the change, then it will provide the Union of written notice within three (3) days of receiving notice. If an Employer is awarded a new building, and as part of the award is required to provide day cleaning, then the employer will provide thirty (30) days' notice prior to taking over the building. If the Employer doesn't have thirty (30) days' notice, then it will provide the union written notice within three (3) days of receiving notice.

## SIDE LETTER
## BOULDER CITY LIMIT BUILDINGS

Upon the Union providing evidence that it has been recognized as the bargaining representative for workers within Boulder city limits covering six (6) of the buildings over 150,000 square feet (other than buildings cleaned in-house), then all buildings within the Boulder city limits that are over 150,000 square feet will be moved from Zone 5 to Zone 4 and at that time, the Employer agrees that the implementation of the economic terms of Zone 4 will be negotiated. As a result of such negotiations, the transition to the Zone 4 wage scale shall not be earlier than January 1, 2018, unless the parties negotiating the transition agree otherwise.

Covered Buildings

| **Building Name** | **Building Address** |
|---|---|
| IBM | 6300 Diagonal Hwy |
| University Corporation for ATM | 1850 Table Mesa Dr |
| Covidien | 5920 Longbow Dr |
| NCAR | 3450 Mitchell Ln |
| Lockheed Martin | 6304 Spine Rd |
| Buildings A-D | 2425-2555 55th St |
| Rally Software Building | 3333 Walnut St |
| Celestial Seasonings | 4600 Sleepytime Dr |

## LETTER OF UNDERSTANDING
## SAFETY AND HEALTH

A. The Employer and Union agree that the following provisions shall apply only at the same time as a determination that a public health emergency exists issued by an appropriate federal, state, or local official or agency as a result of COVID-19:

1. Employers will provide employees with appropriate gloves, masks and other protective equipment in keeping with regulatory requirements. Employer will provide workers with disinfectant for use when performing duties requiring contact with touchpoints. Employees will be responsible to consistently use provided PPE.

   Inasmuch as a lawful order requires or guidance from an applicable public health agency suggests the public use of personal protective equipment (PPE) the Union shall educate its membership of such requirements and guidance. The Union shall endeavor to provide its membership with resources for PPE suggested for public use. Employers shall provide employees with mandated PPE for use at the jobsite.

2. Training: Employers will comply with applicable law regarding the training of supervisors on recommended best practices and provide employees with as much up-to-date information as available regarding health, safety, and COVID-19 exposure issues at a site.

3. Break rooms: Employer and Union members will use reasonable efforts to ensure breakroom and clock in/out areas are disinfected in compliance with CDC guidelines and will work with client to identify alternate areas for breaks and lunch and/or stagger breaks, in order to practice social distancing at all times while at work.

4. Informed Consent: Before requesting employees clean or enter potentially infected areas, the Employer will inform employees of the reported potential infection and source of that report. There will be no retaliation against employees refusing to enter potentially infected areas. The Employer will make every reasonable effort to reassign employees in such cases.

5. Notification to Union: The Employer will notify the Union in writing within 24 hours of an employee's exposure to COVID-19 at work or a confirmed report of a non-employee who has tested positive for COVID-19 at the worksite and provide

a summary of the steps taken to ensure employee safety. Said report will not identify individuals by name or provide other uniquely identifying information and only provide sufficient detail to describe accurately the number of confirmed cases and, in the case of non-employees, the building floor(s) or suite(s) affected.

B. The parties agree that if an appropriate federal, state, or local official or agency issues a determination that a public health emergency exists other than COVID-19, the parties will meet and discuss the appropriate response within 7 days of written request by either party.