AGREEMENT

between

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL NO. 105

and

ROTH PROPERTY MAINTENANCE, LLC

Effective November 1, 2024, through October 1, 2028

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EFFECTIVE: November 1, 2024, through October 1, 2028

This Agreement, made and entered into this 1st day of November 2024, at Denver, Colorado, by and between Roth Property Maintenance, LLC (hereinafter referred to as the "Employer") and Service Employees International Union, Local No. 105 affiliated with the Service Employees International Union, CTW, CLC (hereinafter referred to as the "Union.")

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

WHEREAS, the parties hereto desire to establish non-economic terms and conditions that are consistent with the multi-contractor Denver Commercial Office Building Master CBA (Master CBA) where applicable. Now, therefore, the parties hereto agree as follows:

ARTICLE ONE
UNION RECOGNITION

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

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 existing Employer's accounts in those geographic markets where the Employer is not already a signatory to the area-wide collective bargaining agreement.

ARTICLE TWO
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 THREE
HIRING AND EMPLOYMENT

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

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

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

D. The Employer will, at the time of hire, inform each employee who comes under this Agreement of the employee's obligations under Paragraph A above. The Employer will maintain its neutrality on the issue of union membership, 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 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 and has City security clearance to enter the building to meet with new employees during unpaid time (before work, after work, or during breaks) for the purpose of providing union orientation, in a location mutually agreed by the Union and the Employer. Union membership application card and payroll deduction authorization form for withholding dues completed by the employees and returned to the Employer more than five (5) days prior to the date the Employer remits dues for the employee pursuant to Article 6 Section C will be forwarded by the Employer to the Union not later than such date the Employer remits dues. Failure of the Employer to provide the union membership application and payroll deduction authorization form to the employee will result in the Employer paying the Union all lost dues and fee revenues that the Union can establish as a result of the Employer's failure.

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

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

H. The Employer will not discriminate in 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 FOUR
EXTRA WORK

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

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

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

B. Steward Training -- 1. One (1) steward per Building or Facility with two (2) or more employees, will be given one (1) day paid leave per year to attend a Union sponsored training program.

C. Visits by Union Representatives -- Unless otherwise prohibited by City rules, policy, laws or ordinance, the Union representative shall be allowed to visit the City'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 City 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, unless City policy prevents it, 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. Due to City background check policies and procedures and difficulty of floaters gaining access to certain areas, and/or City staff expecting continuity of service, the Employer may reassign the floor, or areas cleaned by employees who are frequently absent.

E. Where allowed by City policy and procedures 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, or the City. The Union shall deliver a copy of any such notices to the Employer in advance of posting them.

ARTICLE SIX
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 (25th) 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 SEVEN
MAINTENANCE OF PRESENT WORKING CONDITIONS

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

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

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

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

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

C. Subcontracting of work covered by this Agreement is prohibited except when approved or agreed to in contract or agreement with the City. When subcontracting is authorized, requested or approved by the City, Contractor shall only sub-contract such work to companies that agree to be bound by the same wages, fringe benefit amounts and other working terms and conditions as the employees covered by this Agreement, unless

prohibited to do so by the City. Any subcontractors working under the Contractor at buildings under the jurisdiction of this agreement shall sign a "Me Too" to this contract.

D. The Employer agrees that if an employee is removed from the Building or Facility by the City, the Employer shall provide the Union with any written communications from the appropriate City representatives outlining the reason for such removal. If the City does not provide any such written communication, the Employer agrees to provide the Union in writing its understanding of the City's reasons for removal. The Employer agrees to present all evidence received from the Union to the City refuting the allegations and provide the Union with any response from the City.

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

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

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

ARTICLE EIGHT
HOURS AND OVERTIME

A. Due to the City's specifications and scheduling, some Buildings or Facilities may need different labor on different days of the week. Employer will work with the employees and the Union to establish mutually agreeable schedules that whenever possible, promote shifts that are 4 or more hours per day or 20 or more hours per week.

B. Employer shall follow the overtime and work hour's rules as established by the City prevailing wage schedule in effect at the time the hours are worked. The current schedule requires the payment of overtime for all hours worked over 7.5 per day or 37 hours worked per week. All overtime shall, at a minimum, be compliant with federal, state, and local laws. For employees who do not take fringe, the fringe amount is not part of his/her hourly rate for purposes of calculating overtime. The fringe amount will be paid at straight time for all hours worked.

C. In the event an employee is prevented from or instructed not to clean part of an assigned cleaning task , and the employee communicates the areas they were not able to clean to their supervisor before the end of the work shift, such employee's inability to clean part of a route will not result in discipline.

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

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

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

ARTICLE NINE
WORKING CONDITIONS AND JOB EXPENSE

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

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

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

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

E. No employee will be disciplined for reasonably refusing to perform unsafe or dangerous work. When an employee reasonably believes that 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. Unless otherwise specified in the City Prevailing Wage, all employees working less than six (6) hours shall be entitled each four (4) hour shift to a fifteen (15) minute uninterrupted rest period; employees working six (6) hours or more, but less than eight (8) hours shall receive two (2) ten (10) minute uninterrupted rest periods; and all employees working eight (8) hours shall receive two (2) fifteen (15) minute uninterrupted rest periods. Employees 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 City 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 TEN
PAY PRACTICES

A. Wages shall be paid at the current prevailing wage rate schedule for each class of employees performing work for the Employer as of the date of this Agreement. The wage rates are subject to change during the term of this Agreement where the City issues a new prevailing wage rate schedule. At all times, the wages shall be compliant with the Prevailing Wage schedules. All disbursements for wages shall be made pursuant to the terms and conditions of the City prevailing wage schedule or City contract.

B. All disbursements for wages shall be issued per timelines outlined in Prevailing Wage, City Contract and City policy, and if disbursements are not specifically addressed by City policy or Contract then on the fifth (5th) work day following the close of the pay period. Disbursements may be 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. Where an employee's work shift hours are canceled or reduced by the employer two hours or less prior to the start of the scheduled shift (unless published on the City website as an official weather or emergency closure before the start of the shift), the employee shall be paid a minimum of the scheduled hours for the shift, but no more than 4 hours unless the employee leaves early pursuant to their request. In the event of a weather emergency, the City may give directive as to a full or partial shift based on timing of the storm and other factors such as the facility being used as a warming facility for unhoused individuals.

E. Reserved

F. Reserved

ARTICLE ELEVEN
HOLIDAYS

A. The City Buildings or Facilities may be open or closed on various holidays based on

different agencies observations of City, State and Federal holidays. Employees will be paid time and a half for all hours they are required to work on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day.

B. Holiday pay is part of the fringe benefit section of the Prevailing Wage, including the option for the Employer to either pay cash fringe or offer benefits using a fringe benefit conversion schedule. The Employer has the obligation to work with the City to ensure the Prevailing Wage is administered properly, including submission of fringe benefit conversion schedules as necessary to remain in compliance with the City's rules and expectations. The employee therefore shall receive either:

1. Fringe, paid as "cash in lieu of benefits."

2. A conversion schedule to the "cash in lieu of benefits" where paid holidays are offered as a bona fide benefit for the federal holidays of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day. If converted on an approved fringe conversion with the City's prevailing wage office, then the employee will be paid regular time for their normal shift that would have been worked but for the holiday.

C. When requested by the Union, employer will provide conversion schedules for employees under this Agreement. Those building specific holidays as published by the City shall be observed as holidays without pay for all regular full-time and regular part-time employees.

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

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

E. All holidays shall be observed on the official days as set by the Federal Government regulations.

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

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

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

I. Where an employee takes paid holiday instead of Fringe, the Employer agrees to provide the site specific holiday schedule, as published by the City, upon request, but only after the City officially publishes the schedule and provides it to the Employer. If the Employer opts to modify that schedule, it shall do so seven (7) days before any holiday unless there are emergencies or other unforeseen situations. If the City opts to modify the schedule within 7 days of a holiday, the Employer will notify the employees within 24 hours of becoming aware of the change. If the employee has any paid leave due to them, they may take the time as paid time off.

J. If the Employer, through its discretion, does not operate a shift because a Building or Facility recognizes a holiday not recognized under this Article and an employee would lose a normally scheduled day of work as a result, the Employer shall give such employee seven (7) days' written notice the shift will not be worked, in which case, upon notice to his/her supervisor the employee may choose to utilize a personal holiday if any, or unused vacation for such lost schedule day, without the normal two (2) week notice requirement. Should the Employer fail to give such employee seven (7) days' notice and it does not operate the shift, the employee will be paid for the normally scheduled day of work. Nothing herein should be interpreted to prohibit the Employer, under such circumstances of a Building or Facility recognizing or partially recognizing a holiday not recognized under the Article, from asking employees if they voluntarily would like to take the shift off, using a personal holiday or without pay, as long as work is available to employees who choose to work.

ARTICLE TWELVE
VACATIONS

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

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

B. All City of Denver assigned employees will now be eligible for a "Paid Time Off Bucket" (PTO). Because the Denver cleaning staff works diverse shifts and are subject to various pay based on what type of work is done, when the work is done, and are often called in as floaters with additional hours or cover more than one shift with different expected hours each pay cycle, the method to calculate PTO eligibility will be based on a "PTO bucket".

This bucket will be like a savings account.

The time off earned into a PTO bucket is calculated as $0.80 per hour worked in 2021 with adjustments each time a new prevailing wage is required by the City, or 1 hour of paid time off the scheduled rate of pay for every 30 hours worked, whichever is greater. When employees are eligible for increased prevailing wages (pay raises), the dollar value per hour deducted will be recalculated to maintain at least 1 paid hour off for every 30 hours worked for the highest earning prevailing wage bracket, and such recalculation will be provided to the union for validation.

On December 1st of every year, the Employer will identify the amount of PTO in the PTO bucket in a written notice to employees.

How To Use the PTO:

1. Employees may use the PTO for sick leave (the intended purpose). Company policy regarding doctor's notes and/or other justification to excuse work shifts missed with short notice may be required to prevent abuse of short notice absences. However, no doctor's note or other documentation will be required for HFWA-covered absences of less than four (4) consecutive days.

2. Employees may use the PTO for pre-planned vacation, personal days, approved scheduled time off, or for any reason set forth in HFWA.

3. Employees may use the PTO for holidays or city furlough days that would have otherwise been unpaid time off.

4. Employees may cash in the PTO at any time, paid as personal days in addition to

regularly scheduled shifts they work.

5. Employees may cash out the PTO at the end of employment, regardless of if they quit or are terminated.

6. The PTO is not "use it or lose it", however the Contractor encourages no more than 1 year of PTO to accumulate – however it is understood some employees will want to save up for longer vacations and therefore the Contractor will be flexible should an employee have a scheduled vacation and approve this on a per-employee case-by-basis, however no more than two years PTO should ever accumulate.

7. Employees must request the PTO to be paid, when they wish to take the PTO, based on one of the reasons above.

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

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

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

as to vacation rights.

F. Where vacation is specifically converted in a Prevailing Wage Fringe Conversion Schedule, agreed to by the City and Employer, an employee who is eligible for a vacation, but has not taken a vacation and who resigns, shall nevertheless be paid for his/her accrued vacation. An employee who voluntarily resigns after one or more years of service, provides two weeks written notice of his/her intent to resign, and completes the two weeks of work shall be paid 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 she/he was not on vacation at the time it occurred, the employee will be given an extra day's pay or an additional day of vacation with pay at his/her option.

H. Payroll check stubs shall separately designate vacation wages paid to employees. Cash out of PTO shall be made in a separate paycheck.

I. RESERVED

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

K. RESERVED

L. Sick Leave

The Employer shall comply with the Colorado Healthy Families & Workplaces Act.

As referenced in Section B above, employees shall accrue paid sick leave at the rate of one (1) sick leave hour for every thirty (30) hours worked as part of a Fringe Conversion Schedule submitted to the City Prevailing Wage office. This conversion schedule may monetize the value of each hour worked in order to comply with the paperwork reporting requirements but shall meet the minimum of one (1) sick leave hour for every thirty (30) hours worked.

Paid sick leave can be used when an employee (or their family member) 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. Paid sick leave can also be used if 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. Paid sick leave is also usable if a public official has ordered the closure of the school or place of care of the employee's child or parent or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work.

In order to use paid sick leave, the employee is only required to make an oral request – no

documentation or approval from the employer is required. Employers cannot deny paid sick leave on the condition that a requesting employee arranges for a replacement worker to cover their absence. No doctor's note or other documentation can be required from the Employer unless the employee takes four (4+) or more consecutive days of paid sick leave. However, if the Employer discovers the Employee was dishonest in their sick leave request, the employee may be subject to discipline for dishonesty.

ARTICLE THIRTEEN
SENIORITY

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

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

C. The Employer will post all promotional opportunities for a period of three (3) working days within the building 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 FOURTEEN
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 FIFTEEN
BEREAVEMENT LEAVE

A. Bereavement leave shall be granted following the procedures and times allotted in this Article, however; the time-off shall be unpaid unless Bereavement leave is specifically specified as a benefit on a Prevailing Wage Fringe Conversion Schedule agreed to by the

City and Employer.

B. When a death occurs in the immediate family of an employee, 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 SIXTEEN
LEAVE OF ABSENCE

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

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

C. A personal leave of absence without pay may be granted for a period not to exceed one hundred twenty (120) days; except when the Employer extends the leave. Employees shall be allowed up to twelve (12) work weeks personal leave of absence after the birth of a child, upon adoption, or to care for a sick family member. (The intent of the latter provision is to extend the Family and Medical Leave Act of 1993 to employees who would not be eligible because they do not work sufficient hours.) If an employee requests a leave of

absence, or extension thereof, and the Employer denies such, and the employee does not report for work during the period requested off, the Employer may terminate the employee upon his or her return, unless the employee provides documentation of a verifiable emergency on 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 SEVENTEEN
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 EIGHTEEN
GRIEVANCE AND ARBITRATION PROCEDURE

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

B. 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 NINETEEN
MANAGEMENT RIGHTS

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

ARTICLE TWENTY
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 TWENTY-ONE
SAVINGS CLAUSE

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

ARTICLE TWENTY-TWO
NO STRIKE – NO LOCKOUT

A. For the duration of this Agreement, the Union agrees that it will not authorize, sanction, aid or engage in any strike or stoppage of work for any reason, except as provided in this paragraph or paragraph B below. Any employee who violates any of the terms of this Article may be subject to discharge from employment with the Employer or any other form

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

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

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

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

ARTICLE TWENTY-THREE
MOST FAVORED NATIONS CLAUSE

A. If during the term of this Agreement the Union enters into a collective bargaining agreement with an employer who has a City contract(s) to provide the same or similar services as identified in Article 1 herein, the parties agree to meet and discuss the contractual provisions entered into with that employer that are different than provided in this Agreement.

ARTICLE TWENTY-FOUR
ALCOHOL AND CONTROLLED SUBSTANCE

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

content shall be cause for immediate discharge. A positive test for alcohol of at least 0.05 but less than 0.10 blood alcohol content shall be cause for discipline up to and including discharge.

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

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

If the test results are positive, an Employer representative will confidentially notify the employee. Within thirty (30) days of notice of the positive test results, said employee shall have the right to have the split sample independently tested by a NIDA certified laboratory of 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 TWENTY-FIVE
FRINGE BENEFITS
RESERVED

ARTICLE TWENTY-SIX
HEALTH INSURANCE

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

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

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

B. The Employer shall pay $10,000 in death benefits to the Employee's beneficiaries at the time of an employee's death. To be eligible for this benefit, the employee must have 1 (one) year seniority, and the employee must have regularly scheduled shifts for 20 (twenty) or more hours per week at the time of their death or the commencement of a leave of absence for illness. The Employer may choose to provide 3rd party Life insurance or self-insure this benefit. If the Employer opts for 3rd party insurance, the provisions, rules and obligations of the life insurance policy shall prevail. The cost of a 3rd party life insurance policy shall not be included in a prevailing wage fringe conversion schedule prior to July 1, 2023. In the event life insurance is provided by the Employer through a self-insured benefit, employees will forfeit the payment of life insurance proceeds if they fail to identify a beneficiary.

ARTICLE TWENTY-SEVEN
EDUCATION FUND
RESERVED

ARTICLE TWENTY-EIGHT
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 his/her proceedings at least every thirty (30) days during the extension. The employee shall not be entitled to benefit accrual during the above leave period. All of the above shall be in compliance with existing laws.

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 TWENTY-NINE
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 THIRTY
TERM OF AGREEMENT

This Agreement shall be effective from November 1st, 2024, through October 1st, 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 October 1st, 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: _____

_____

_____
Roth Property Maintenance, LLC

APPENDIX A
RESERVED

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
Roth Property Maintenance, LLC

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

1. It is the intent of the Employer to take a positive approach to the unionization of its non-supervisory janitorial employees covered by contracts that the Employer has with the City to provide janitorial services for Buildings and Facilities. The Employer will not oppose attempts by its janitorial employees to organize and sign union authorization cards. The Employer and its supervisors will not take any action or make any statement that will directly or indirectly state or imply any opposition to the employees' right to unionization.

2. No picketing or strikes: During the term of this Agreement, the Union will not engage in strikes, picketing, boycotts or any other economic activity. This will not restrict the Union's rights to engage in such actions once collective bargaining begins, as set forth in paragraph 7 below.

3. Upon the Union's request the Employer will provide to the Union the following information: The names, addresses, phone numbers, dates of hire and work locations of all non-supervisory janitors employed by the Employer through its contract with the City.

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

5. At the Buildings or Facilities within the jurisdiction of this Agreement, where the Employer has a contract with the City to provide cleaning services, the Employer will recognize the Union as the exclusive bargaining agent for its employees at said Buildings or Facilities provided that the Union has established its status as the majority representative of said employees through a cross-check of authorization cards, or Union membership cards which authorize the Union as the employees' exclusive bargaining representative. Such cross

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

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

7. RESERVED

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

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

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

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

SIDE LETTER
EDUCATION FUND

The Employer and Union shall postpone bargaining on the inclusion of an education fund until they learn about the future bylaws of the national fund and how the CBA will benefit from the fund directly. Upon request of either party, both the Union and the Employer will meet and bargain over the impacts of any changes in the implementations of the Education Fund language.

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 with 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.

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.