

**CONTRACT**

***BETWEEN***

***SEIU***

**LOCAL 105**

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 105

***AND***

**ABM**

**ABM AVIATION, INC.**

**EFFECTIVE**

September 1, 2025 - September 30, 2028

Agreement  
Between

ABM Aviation, Inc

&

Service Employees  
International Union  
Local 105, CTW, CLC

Effective:  
September 1, 2025 -  
September 30, 2028

## TABLE OF CONTENTS

<u>Article 1: Union Recognition</u>	<u>1</u>
<u>Article 2: Nondiscrimination</u>	<u>1</u>
<u>Article 3: Hiring and Employment</u>	<u>1</u>
<u>Article 4: Union Representation</u>	<u>3</u>
<u>Article 5: Dues Check-Off</u>	<u>6</u>
<u>Article 6: Seniority</u>	<u>9</u>
<u>Article 7: Hours and Overtime</u>	<u>10</u>
<u>Article 8: Health and Safety</u>	<u>12</u>
<u>Article 9: Uniforms</u>	<u>13</u>
<u>Article 10: Discipline/Discharge</u>	<u>13</u>
<u>Article 11: Grievance and Arbitration Procedure</u>	<u>15</u>
<u>Article 12: Eco Pass</u>	<u>18</u>
<u>Article 13: Wages</u>	<u>18</u>
<u>Article 14: Holidays</u>	<u>19</u>
<u>Article 15: Vacation</u>	<u>19</u>
<u>Article 16: Leave of Absence</u>	<u>21</u>
<u>Article 17: Subcontracting</u>	<u>22</u>
<u>Article 18: Management Rights</u>	<u>22</u>
<u>Article 19: No Strike and No Lock Out Clause</u>	<u>22</u>
<u>Article 20: Colorado Healthy Families &amp; Workplaces Act</u>	<u>23</u>
<u>Article 21: FAMLI Leave</u>	<u>24</u>
<u>Article 22: Bereavement Leave</u>	<u>25</u>
<u>Article 23: Savings Clause</u>	<u>26</u>
<u>Article 24: Complete Agreement</u>	<u>26</u>
<u>Article 25: Term of Agreement</u>	<u>27</u>

## **Article 1: Union Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all janitorial employees employed by ABM for United Airlines and United Parcel Service at Denver International Airport, excluding supervisors and managers as those terms have been defined by the National Labor Relations Act and administrative staff.

## **Article 2: Nondiscrimination**

1. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activity on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by the Agreement on account of race, color, religious creed, age, sex, legal immigration status, language proficiency, sexual preference, gender variance or national origin. It is the continuing policy of the Employer and the Union that the provisions of the Agreement shall be applied to all employees without regard to race, color, religious creed, age, sex, sexual preference, gender variance, legal immigration status, or national origin.
2. The Employer agrees to treat every employee with respect and dignity.
3. Meetings, written communications, and training sessions shall be translated into languages understood by the workers covered by this Agreement where practicable and where a substantial number of employees are affected.

## **Article 3: Hiring and Employment**

- A. 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. 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.
- D. New employees shall serve a probationary period for thirty (30) days during which time they may be discharged by the Employer for cause. The employee shall not have recourse to the grievance procedure. The sole exception is that a new hire may submit an alleged claim of violation of the non-discrimination Article of this Agreement to the grievance and arbitration procedure.
- E. Once a month during employees’ paid time at a time mutually agreeable between the Union and the Employer, the Union shall be permitted thirty minutes for a meeting with those employees who have begun employment since the last union orientation. Such meeting shall take place in an area where the Union representative has access.

The thirty minutes shall be uninterrupted and ABM management personnel shall not be present in the room during the orientation. If an interruption occurs due to emergency or immediate need for operational issues, the remainder of the thirty minutes shall be allowed after the interruption.

#### **Article 4: Union Representation**

- A. The Employer and the Union agree that the Union may designate up to three (3) representatives to be freed from their normal job duties and responsibilities without reduction in their full pay and benefits for release time activities and duties performed in accordance with this section.
  - a. The Union shall notify the Human Resources director or other authorized individual in writing of such designations and re- designations. No more than two (2) of the three (3) designated representatives shall be employed on the same shift.
  - b. The Employer shall not change or adjust a designated representative’s regular work schedule or assignments solely as a result of such designation. However, at the Union’s request and with the mutual agreement of the Employer, modifications shall be made to the designated representative’s work schedule and assignments to permit the designated representative to perform the release time activities and duties enumerated in this section.
- B. The Employer and the Union agree that designated representatives shall use release time hours for Employer/Union business, which is defined as activities in which the Employer, through its representatives, and the Union are participants in issues of mutual concern and occur during a designated representative’s normal work hours/ shift.
  - a. The Union agrees with the Employer to use release time hours for only Employer/Union business, which includes, but is not limited to, the following activities:
    - i. Participation in Employer committees or task forces;
    - ii. Participation in Meet & Confer process meetings;

- iii. Attendance at meetings as a spokesperson for unit members for the dual purpose of helping unit members and the Employer;
  - iv. Assistance to unit members in their awareness and compliance with Employer procedures;
  - v. Assistance in the processing of grievances and disciplinary matters involving unit members;
  - vi. Representation of unit members in grievance hearings and in areas of concern;
  - vii. Communication between the Employer and the Union regarding, among other things, policies, procedures, training, and unit members' concerns; and
  - viii. Acquisition of information from a variety of sources on areas of mutual concern to unit members.
- b. The designated representative is required to obtain permission at least seven (7) days in advance from his/her immediate supervisor to be absent from his/her work hours/shift to perform an activity or duty related to Employer/Union business, except that advance permission is not required for disciplinary meetings. In exceptional circumstances, the notice requirement may be waived. Subject to operational needs and scheduling factors, permission shall not be unreasonably withheld.
  - c. Unit members shall not be compensated when the performance of Employer/Union business occurs outside of their normal work hours/ shifts.
- C. Union stewards who are part of this bargaining unit shall have access to Employer break rooms to talk to employees during their Employer break periods, or in any locations where employees take breaks and lunch.

- D. Union representatives shall have the right to talk to employees during their Employer break periods or non-work time, in any locations where the union representative has access.
- E. Union representatives, pursuant to no less than 24 hour written notification to identified Employer representative, shall be permitted to visit the operation coming under this Agreement for the purpose of observing conditions under which the employees are working, provided the representative has access and such visits shall not interrupt the work of such employees.
- F. The Employer recognizes the Union's right to elect or appoint Union Stewards on all shifts for the purpose of policing this agreement and representing employees in grievance meetings. The Union shall designate not more than 2 employees for the third shift and two (2) employees for the first and second shift (for a total of four (4) employees) per shift/concourse as Union Stewards. The Union shall provide immediate written notification to the Employer each time a steward is added or removed from service.
- G. The Union shall designate no more than three (3) employees as authorized Bargaining Committee Members. Employees will be granted the necessary time off without pay to carry out the business of the Union regarding the negotiation of this and any future Agreement.
- H. All time spent during the Union Stewards' working hours in scheduled grievance, investigatory, and/ or disciplinary meetings on-site, shall be paid at straight time. No more than one (1) Union Steward shall be paid for grievance meetings during the steward's working hours unless the grievant is a Union Steward. If the grievance involves more than one (1) shift, no more than one (1) steward shall be paid except as referenced above.
- I. The Employer shall furnish a bulletin board at mutually agreeable specific locations for the purpose of posting notices pertaining to Union business. Only authorized Union representatives shall be permitted to remove notices from the bulletin boards.

- J. Employees shall not be prohibited from wearing one Union button the size of a quarter in diameter or less.
- K. Unpaid Union Leave - Employees designated by the Union to attend Union-sponsored events shall be allowed to take a leave of absence without any loss of seniority rights, including their current work assignment, not to exceed a total of sixty (60) 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 approved, in writing, by the Employer. The employee shall notify the Employer at least twenty-four (24) hours prior to their return to work. This provision does not apply to collective bargaining meetings. No more than two (2) employees may take Union Leave at any one time.
- L. The parties shall establish a joint labor-management committee which will meet monthly on paid time upon request of either party. Meetings shall be less frequent upon if mutually agreed. Upon at least seven (7) working days advanced notice by the Union, the Employer will release no more than three (3) union members for the meetings. Union representative may participate. The Employer's representatives shall include at least one person from Human Resources or the General Manager.
- M. Nothing in this provision waives the Union's rights to file a grievance over any actions taken by the Employer that the Union believes violate the Agreement. This is not a step in the grievance procedure.
- N. Union Stewards will be given five (5) days unpaid leave per year to attend a Union sponsored training program.

#### **Article 5: Dues Check-Off**

- 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 of said authorization to make deductions pursuant to this Article.

- B. Employees may express authorization for payroll deduction and/or COPE contributions by submitting to the Union a written membership application form, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under State and Federal law. The Union will submit to the Employer a list of members who have authorized payroll deduction and shall provide the Employer with verification that payroll deduction and/or COPE contributions have been authorized by the employee, upon request.
- C. The regular dues for employees who execute the dues authorization card shall be deducted from each paycheck. For newly hired employees who execute the dues authorization card, 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 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.
- D. 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. 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, wage rate, full- or part-time status 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.
- E. If the Employer fails to provide a) the required monthly list, b) correct / complete data, and / or ) 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.
- F. All refunds of member dues will be handled by the Union.
- G. 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 6: Seniority**

- A. Seniority is defined as continuous employment within the bargaining unit, regardless of Employer. Seniority will be broken if:
1. Employee voluntarily resigns or is terminated for just cause.
  2. Employee is laid off and not recalled for a period of more than one (1) year.
  3. Employee fails to return from an authorized leave of absence.
- B. Seniority shall prevail in the assignment of shifts and days off, layoffs, reductions in hours, and recalls.
- C. Every six (6) months, the Employer shall post every existing or new shift to all employees, posted in all break rooms. Each posted shift will identify the days worked (and days off), routes to be performed, which areas the work is performed in, and the equipment/qualifications necessary to perform the shift. Posted shifts shall be reviewed at least two (2) days in advance by the shop stewards. The Employer must meet and confer with the stewards about the shifts, if requested, before the shifts are posted.

All shifts shall be posted for at least three (3) days, but no more than seven (7) days, and awarded to the most senior employee who is qualified to perform the work and who applies for the position. Qualified means the employee has performed the work or could perform the work after no more than one (1) week of training and meets other applicable and necessary criteria as established by the Employer.

The Employer shall have the right to temporarily fill the position during the posting period.

Newly created shifts or existing shifts which become vacant outside of the 6-month bidding schedule shall be posted, bid and filled as soon as possible.



- D. For newly created shifts, or for vacancies in existing shifts, the Employer shall post the opening for no fewer than seven (7) days. Internal bargaining unit candidates shall be given preference over external candidates. Employees on vacation or leaves of absence shall be notified about postings and allowed to participate.

## **Article 7: Hours and Overtime**

- A. Seven and one-half (7 ½) hours shall constitute a day's work. Thirty-seven and one-half (37 ½) hours within a calendar week shall constitute a work week.
- B. Any time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week, shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
- C. Employees working at least 7 ½ hours per day shall be entitled to two (2) fifteen (15) minute uninterrupted rest periods with pay during each four (4) hours of work, and each employee shall receive an uninterrupted paid lunch period of thirty (30) minutes, as close to the middle of the shift as is practicable.
- D. Any employee who is called in for extra work and/ or overtime assignment shall be guaranteed a minimum of four (4) hours pay for each call in. This does not apply to employees who are on-site and agree to work extra hours.
- E. Employees shall be offered overtime assignments on the basis of seniority. The Employer will annually maintain a list of employees requesting overtime in order to facilitate the offering of overtime by seniority. The Union may review this list upon request. In the event that no employee volunteers for the overtime assignment, the least senior employee in the classification shall be obligated to accept the overtime assignment. In no event shall any employee be required to accept any overtime assignment of more than four (4) hours.

- F. 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. If floaters are employed and available, they will be called in to substitute for workers who are absent. Employees will not be required to absorb an additional area due to a call out without a comparable portion (including both size and frequency of cleaning) of their existing duties being removed from that day's assignment. The Employer shall adjust work assignments to avoid an undue workload burden on any employee covered by this agreement. There shall be no speedups or increase in the workload to impose an undue burden on any employee covered by this Agreement.

In the event it is operationally impossible to either cover additional work due to call outs with floaters OR impossible to remove portions of an employee's daily responsibilities in exchange for performing "coverage" work due to call outs; then the employees who are performing extra work shall receive an additional \$2.00 per hour for the entirety of his or her shift to account for the extra work that the employee will need to perform. Extra work assignments will be rotated among employees, beginning with employees with the least seniority.

- G. Time spent walking to and from the office to clock in and out is considered part of assigned work..
- H. Any employee who drives their personal vehicle during their workday (not including commute to or from work), will be eligible for reimbursement under ABM's mileage reimbursement policy.
- I. Deep cleaning of bathrooms shall be performed by 3rd shift. In the event deep cleaning of bathrooms is performed by any other shift, employees performing such work shall be paid the 3rd shift differential for such shift. Deep cleaning shall typically require the closing of a bathroom to the public, but temporary closures for emergency situations (e.g. floods, backed up toilets or urinals, blood spills or vomit cleanup) shall not be considered deep cleaning.

## **Article 8: Health and Safety**

- A. The Employer agrees to observe all standards regarding safety as applies to State and Federal law. The Employer agrees to provide proper safety appliances and equipment to safeguard the health and safety of employees. No employee shall be required to work with unsafe equipment. The employee must report any unsafe equipment to allow reasonable time with consideration to immediacy for the mitigation of the alleged unsafe equipment. During such mitigation, Employer shall provide different equipment, assign different tasks, or have employee wait for mitigation to be completed.
- B. The Employer shall provide a safe and healthy work environment.
- C. The Employer agrees to observe State and Federal Laws regarding working conditions for employees, including providing Personal Protective Equipment pursuant to OSHA.
- D. The Employer agrees to supply, maintain, and replace all tools, equipment, cleaners, polishes, rags, brushes, brooms, wax, rubber gloves, etc., necessary for the employees to perform their jobs as it deems necessary. Should an employee request replacement tools or equipment, the Employer shall provide the replacement within 14 days of the request wherever possible. The Employer shall provide replacement clothing as soon as possible. Employees shall not be disciplined if their clothing is so damaged, and the Employer does not have a replacement uniform available. Employees shall be required to pay for uniforms not returned upon separation of employment.
- E. Employees will not be required to perform work that is unsafe or dangerous to their safety. When an employee is concerned that he/she is being asked to perform unsafe or dangerous work, he/she will consult with the supervisor who will investigate whether the employee has the reasonable right to refuse to do the work. When the supervisor directs

the employee to do the work the employee will do the work forthwith. If the employee disagrees, he/she shall perform the work and thereafter consult with the steward and file a grievance in accordance with the provisions of this Agreement. If the supervisor agrees with the employee that the work is unsafe or dangers, the employee will be assigned to alternate work. No bargaining unit employee shall be required to clean blood and/or vomit unless they have received the identical training that supervisors receive and unless such training was provided within the 12-month period.

- F. The Employer further agrees there shall be no unreasonable workload increase without a corresponding increase in hours. If the Union believes this provision has been violated, it shall first bring the issue to the joint labor management committee to discuss, and if it is not resolved in that forum, it may then refer to the Grievance and Arbitration Procedure of this Agreement.
- G. A violation of Article 8 may be subject to the Grievance and Arbitration Procedure of this Agreement.

## **Article 9: Uniforms**

The employees are required to wear Employer shirts. The Employer will provide to each employee five (5) new Employer shirts and three (3) new pairs of pants every two (2) years to wear during work time. Replacement clothing will be provided as soon as possible, but under no circumstances longer than two (2) weeks after requested, where reasonably possible. The Employer shall create a form for employees to request new or replacement clothing. The Employer will provide weather appropriate outerwear as it deems necessary.

## **Article 10: Discipline/Discharge**

- A. The Employer shall discipline or discharge employees only for just cause. Progressive discipline MAY include a verbal warning and will include a first written warning, second written warning, final written warning,

suspension and termination. This shall be applied in all cases where possible, but the Union recognizes that serious violations of Employee Conduct may result in skipping certain progressive disciplinary steps. The Employer shall issue a disciplinary notice within seven (7) working days of the offense or the Employer's knowledge of the offense. The Employer shall provide the employee and the Union with written notice of disciplinary action and the reasons therefore at the time of notification to the employee or as soon thereafter as practicable for suspension and termination.

- B. An employee shall have the right to have a Union Steward and an interpreter present at any meeting where disciplinary action might be imposed or at any investigatory meeting which may lead to discipline. The supervisor will advise the employee of this right, and will, at the employee's request, contact the steward (or Union representative) to be present at any such meeting. The Employer shall provide interpretation for any employee who does not speak English when practicable. The interpreter may be a fellow employee. If an interpreter is not immediately available or if the grievant or steward objects to the interpreter offered by the Employer, the meeting shall be rescheduled at the request of the employee or the Union steward. Deadlines for presenting discipline may be extended by mutual agreement for up to five (5) additional days to ensure that an appropriate interpreter is made available.
- C. Disciplinary notices shall be removed from the employee's file twelve (12) months from the date of issuance. Any employee shall have the right to inspect his/her personnel file, upon request to the identified Employer representative, who will establish a mutually agreeable time for the employee to inspect his/her file. Any such inspection shall be conducted in the presence of a designated representative of the Employer at the Employer's branch office. Or, instead of inspection, the employee can request in writing a copy of his or her personnel file. The Employer shall provide it in a reasonable amount of time at no cost to the employee.
- D. The Employer shall have the right to implement reasonable new work rules or clarifications provided

that such rules or clarifications are posted at least two (2) weeks prior to implementation and shall be provided to the Union representative in writing at the same time that they are posted. The Employer agrees to meet with the Union on the effects of new rules or clarifications.

- E. In the event of a documented reason that an employee is prevented from or instructed not to clean part of a route, such employee's failure to clean part of a route will not result in discipline.

In the event a client employee assigns work to a bargaining unit member, the bargaining unit member will not be disciplined for not finishing their regular route.

## **Article 11: Grievance and Arbitration Procedure**

- A. Any grievance or dispute concerning the interpretation or application of any specific numbered Article of this Agreement 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 ten (10) working days of their occurrence or discovery, whichever is later, but no more than seven (7) 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 seven (7) 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. 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 identified Employer representative and the Grievant's direct supervisor shall meet with a Union steward or Union representative within ten (10) working days of receipt of the written grievance and attempt to resolve the dispute. The party receiving the written grievance shall give the moving party a written response

within ten (10) 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 identified Employer representative shall meet with a representative of the Union within ten (10) 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 ten (10) 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. The matter shall 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) 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 until the arbitrator is chosen within fifteen (15) working days of the receipt of the arbitration list.
4. 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.
5. The arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto.
6. 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.

- C. The Employer's HR representatives will conduct trainings at least once per year at mutually agreed times with supervisors on how to work in a union environment and how to communicate with Union representatives. One (1) Union representative may be present at such trainings.

- D. Mediation Procedure. Once a Grievance has been responded to at Step 2, either party may elect to appeal an unresolved grievance to arbitration using the procedure described above, or the issue may be submitted by mutual agreement to mediation.

The mediator shall be selected by mutual agreement of the parties. The mediator shall serve for a one-day session and is thereafter subject to removal by either party.

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

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

Union:	Spokesperson Assigned Union Representative Grievant
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Employer:	Spokesperson Company Representative Operations Representative
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Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process.

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



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

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

Either party will be free to return the dispute to arbitration at any time.

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

The mediator's opinion will not be recorded, it will have no precedential value, and it will not be offered in evidence in any subsequent case or arbitration.

### **Article 12: Eco Pass**

The Employer will provide to each employee the choice of one of the following three options:

1. A monthly Eco Pass;
2. A monthly parking pass (air side lots); or
3. Eleven cents (\$0.11) per hour in additional pay.

### **Article 13: Wages**

- A. Employees shall be paid the prevailing wage as determined by the City & County of Denver. Differentials shall be determined by prevailing wage.

- B. Acting Leads: Any employee who replaces a Lead in order to coordinate work and ensure that work assignments are completed will be considered an Acting Lead. These employees may not sign disciplinary write-ups on other employees. However, acting Leads can and will refer disciplinary issues to a supervisor or other management. Acting Leads will receive the same hourly rate paid to a regular Lead for all hours they work as an Acting Lead.
- C. Any Custodian I who performs the duties normally performed only by a Custodian II shall be paid at the Custodian II rate for all hours performing such work. Any employee performing window cleaning duties shall be compensated at the Prevailing Wage rate for all hours performing such work.

### **Article 14: Holidays**

All non-exempt employees shall be paid at the rate of time and one-half for all hours worked during the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

In the event any amount of a shift takes place on a holiday, all hours worked during such shift shall be paid at the premium rate described above, provided that only one shift (per employee) can receive holiday pay per holiday.

### **Article 15: Vacation**

The Employer will grant the following vacation period(s) with pay to all employees who have been in the continuous service of the Employer, 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:

Completed Years of Service	Vacation Based on Anniversary
0-12 months	0 hours
1-4 years	40 hours (5 days)
5-9 years	80 hours (10 days)
10-14 years	120 hours (15 days)
15+ years	160 hours (20 days)

1. The amount of vacation pay which regular full-time and regular part-time employee shall receive shall be at the employee's current rate of pay for the average number of hours worked per week for the three (3) months preceding the time when the vacation is taken.
2. Employees shall be given preference on the basis of seniority, whenever possible, in the choice of vacation period.
3. Employees may use accrued vacation hours only in increments of four (4) hours or more, unless otherwise required by applicable law.
4. Employees re-hired after a break in service, which includes a voluntary or involuntary termination, accrue vacation only from the date of re-hire and do not receive credit for prior service. An employee returned to work pursuant to the Grievance and Arbitration Procedure will be classified pursuant to that Award.
5. The Employer and the Union Representative will establish a bid process that will allow employees to select by seniority, the Employer and the Union Representative will review this process annually to make appropriate changes.
6. An employee cannot use vacation hours while on suspension.

7. Employees may not opt to receive a cash payment in lieu of using earned vacation hours.
8. The Employer through the bid process will have the right to approve or deny any vacation request.

#### **Article 16: Leave of Absence**

- A. An application for a leave of absence shall be made in writing fifteen (15) days in advance by an employee requesting leave. Management shall approve or deny the request within five (5) calendar days from receiving the request. If Management fails to approve or deny in such timeframe, the request will be deemed approved. The request will contain the requested start and end date of the leave. The leave of absence will be approved or denied in writing by the Employer. Approval shall not be unreasonably denied. No benefits, with the exception of seniority, will accrue during a leave of absence. Seniority shall continue to accrue during the first ninety (90) days of an authorized leave of absence.
- B. Employees who have been employed by the Employer for at least six (6) months may request a leave of absence in writing. The leave of absence will be without pay and will not exceed ninety (90) days. If an employee does not report back to work on the agreed date, termination may result unless the employee requests an extension in writing three (3) days prior to the scheduled end date of the leave and the Employer has approved the extension.
- C. Employees returning from a leave of absence of less than ninety (90) days shall be returned to their previous shift and regular work assignment. Employees returned from leave of absence greater than ninety (90) days shall be returned to the nearest comparable assignment to that which they left.
- D. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

- E. The Employer shall administer all leaves in accordance with the Family Medical Leave Act (FMLA) and applicable State law regarding leaves.

### **Article 17: Subcontracting**

Subcontracting of work covered by this Agreement to companies not covered by a collective bargaining agreement with the Union, or to any individual, is prohibited. No employees shall be offered, requested or allowed to subcontract any work from the Employer.

### **Article 18: Management Rights**

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 layoff employees because of lack of work or other legitimate reasons.

### **Article 19: No Strike and No Lock Out Clause**

- A. During the term of this Agreement, there shall be no lockout by the Employer, nor shall there be any strike, stoppage, or slowdown of work, walkouts, jurisdictional disputes, or secondary boycotts by the employees covered by this Agreement or by the Union.
- B. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action for any employee covered by this agreement to refuse to go through or work behind any picket line established because of a strike authorized by the Denver Area Labor Federation, AFL-CIO and/ or Colorado AFL-

CIO, provided such authorized strike and picket line relates to protected activities by the employees of the Employer, as a party to this agreement or to activities against another employer who has been struck by his employees, where the strike has been ratified or approved by their representative whom such employer is required to recognize under the law.

- C. In the event of any unauthorized strike, work stoppage, slowdown, or picketing, the Union agrees to cooperate with the Employer in bringing the same to an end promptly and also agrees that the Employer shall have the right to discipline or discharge any employee or employees participating herein.

### **Article 20: Colorado Healthy Families & Workplaces Act**

The Employer will comply with the Colorado Healthy Families & Workplaces Act ("HFWA"). Sick Leave can be taken for the following reasons:

- A. a mental or physical illness, injury, or health condition that prevents work;
- B. obtaining preventive medical care (including a vaccination), or a medical diagnosis, care, or treatment, of any mental or physical illness, injury, or health condition;
- C. being a victim of domestic abuse, sexual assault, or criminal harassment who needs leave for medical attention, mental health care or other counseling, victim services (including legal), or relocation;
- D. care for a family member who has a mental or physical illness, injury, or health condition, or who needs the sort of care listed in category (2) or (3);
- E. due to a public health emergency, a public official closed the employee's (A) place of business, or (B) child's school or place of care, requiring the employee to care for the child;



- F. the employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the Employee's residence; or
- G. the employee needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.

Per HFWA, sick leave can be taken in one (1) hour increments. The Employer cannot request documentation for sick leave of three (3) consecutive days or less. Sick leave must be approved if requested orally by the employee.

## **Article 21: FAMLI Leave**

The Colorado paid Family and Medical Leave Insurance (FAMLI) program.

The 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.

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. The approval or denial of benefits by CDLE shall not be subject to the grievance and arbitration procedures in this Agreement.

Providing Notice of FAMLI Leave to the Company. 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 22: Bereavement Leave**

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

### **Article 23: Savings Clause**

In the event the courts should decide that any clause or part of this Agreement is illegal or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other provisions of the Agreement. In the event that Federal, State, or Local laws or regulations become effective, or a decision from a Court of competent jurisdiction is issued, which affects the parties' ability to perform their obligations in accordance with the terms of this Agreement, the parties agree to reopen this Agreement for good faith negotiations with respect to such matters.

### **Article 24: Complete Agreement**

The Employer and the Union agree that the contract as written, plus attachments, constitutes the entire Agreement between the Employer and the Union.

Both the Employer and the Union acknowledge that they have had the opportunity to discuss all matters subject to bargaining under the National Labor Relations Act, as amended, and that all proposals made by either party have been the subject of bargaining between the parties.

### **Article 25: Term of Agreement**

This agreement is hereby made effective September 1, 2025, and expires September 30, 2028. At any time within two months immediately prior to the expiration date of this agreement ABM or SEIU may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during such negotiations.



