

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEIU - TEXAS

AND

VARIOUS HOUSTON CONTRACTORS

JUNE 1, 2024 THROUGH MAY 31, 2028

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PREAMBLE

THIS AGREEMENT ("Agreement") is made and entered into as of the 1st of June, 2024 by the Houston Area Service Contractors Association ("Company(ies)", "Contractor(s)" or "Employer(s)") which includes each of the following on an individual basis:

ABM Industry Groups, LLC
Cushman and Wakefield
Eurest Services, Inc.
Harvard
Pritchard Industries Southwest, LLC
Red Coats, Inc.
SDH Services East LLC
Super Building Services
UBM
Velociti Services

and **SERVICE EMPLOYEES INTERNATIONAL UNION – TEXAS** ("Union"). It is recognized this Agreement is between each Company individually and the Union, and the parties specifically agree that neither this Agreement nor the negotiations leading thereto shall constitute evidence, or create any claim, of a multi-employer bargaining association or multi-employer bargaining unit. To the contrary, the parties agree that multi-employer bargaining does not exist among the parties.

ARTICLE 1 – PURPOSE OF AGREEMENT

Section 1.1. It is the intention of the parties that this Agreement will establish sound relations between the Company and the Union, which will promote harmony, genuine cooperation and efficiency, to the end the employees and company may mutually benefit; assure excellence in employee performance; to facilitate peaceful adjustment of difference which may arise from time to time between the company and Union; to achieve uninterrupted operations consistent with safety, good health and sustained effort. This Agreement is intended to set forth all of the rights of the Union and employees, all of which arise as a result of this contract.

Section 1.2. The company the Union mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the company, of obtaining fair treatment of all employees of the company, and of improving efficiently and economies so that all parties will prosper. Accordingly, it is agreed that each party shall treat the other with mutual respect and dignity.

Section 1.3. It is agreed all employees shall make an honest and conscientious effort to eliminate waste and increase efficiency of services. Elimination of waste, among other things, specifically means reducing breakage, care of equipment, minimum amount of time wasted and careful and economical use of materials. It is further agreed that a constant increase in the efficiency is necessary to the healthful growth of the Company and to maintain a proper competitive position of the Company throughout the industry. Increase in efficiency means, among other things, cooperative effort toward finding easier, better and faster ways of performing operations.

ARTICLE 2 – RECOGNITION

- Section 2.1.** As a result of and pursuant to a certification of representative issued by the American Arbitration Association, the Employer recognizes the Union as the sole and exclusive Bargaining Agent for: certain non-supervisory janitorial employees in the Houston, Texas Area Market as such is defined in Appendix A attached hereto, but excluding (1) employees in any office buildings of less than 200,000 rentable square feet, (2) any church, college, university, K through 12 schools, hospitals or medical buildings, (3) governmental, manufacturing, research or retail building or establishments, unless such are in what is otherwise considered a commercial office building, and (4) route janitors who work at multiple locations, office employees, supervisory employees as defined by the National Labor Relations Act, and all other employees. For purposes of this Section 1, a building shall not be considered a “medical building” unless the majority of rented square feet is occupied by concerns involved in medical or dental services, or research related thereto.
- Section 2.2.** It is agreed and understood the above recognition acknowledges and satisfies the representation rights of the Union as the sole and exclusive bargaining agent for the above-defined employees. The recognition herein granted to the Union refers only to its rights to represent the defined group of employees who may be engaged and working in janitorial and related work.
- Section 2.3.** The Union recognizes the responsibilities imposed on it as the exclusive bargaining agent of the employees and realizes that in order for the Company to provide maximum opportunities for continuing employment, good working conditions and pay, the Company must be in a strong competitive position. The Union and its members, therefore, agree they will cooperate with the Company and support its efforts to assure excellence in work on the part of its members; that they actively will combat absenteeism and any other practice which restricts efficiency. They further agree that they will support the Company in its efforts to eliminate waste, conserve materials and supplies, improve the quality of work, prevent accidents, and strengthen good will among the Company, the employees, the customers and the public.

ARTICLE 3 – FREEDOM OF ASSOCIATION / PAYROLL DEDUCTION

- Section 3.1.** The Employer and the Union both agree to respect all of the rights of employees with regard to the issue of Union Membership as such rights are specified under the National Labor Relations Act and applicable Texas law. In that regard, the Employer will post a letter in both English and Spanish at each work location, which letter shall be mutually agreed-upon, which will set forth the right of an employee to join the Union at the employee’s option and set forth the fact that the Employer will deduct dues predicated upon any properly executed authorization. Such authorization shall be valid for one year from the date of execution and will automatically renew for the following year unless revoked by the employee in writing, not more than 30 days prior to the anniversary date thereof.
- The parties acknowledge and agree that the term “properly executed authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic (digital) records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union’s COPE fund from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the COPE fund. The Employer shall accept such electronic records as valid written authorizations for deductions and remittance.
- Section 3.2.** The employer agrees to send a letter to every supervisor and manager in the company in

the form attached hereto as Appendix B.

Section 3.3. The Employer shall deduct union dues, COPE and other fees as prescribed herein, as well as such lawful voluntary employee contributions from the paycheck of each employee who has authorized in writing the deduction of such union dues, fees and/or contributions. The employer will remit all amounts deducted and withheld under this Section to the Union within thirty (30) days of the end of the month during which such amounts were withheld. The transmission of union dues and voluntary COPE contributions shall include, for each employee, the following information: the amount of dues and/or COPE payment, the employee's name, employee id number, and last 4 digits of their Social Security Number. The information shall be transmitted to the Union in an electronic format.

Section 3.4. The Union agrees to indemnify, defend and hold harmless the employer for any action it takes in compliance with this article. As a result of such a claim, the Union shall have the right to select counsel and to settle any matter.

ARTICLE 4 – DISCHARGE AND DISCIPLINE

Section 4.1. The employer shall only discharge or discipline employees for just cause.

Section 4.2. All employees shall have the right to have a steward present at any investigatory meeting that the employee reasonably believes might lead to discipline. The employee must request the steward to be present.

Section 4.3. All written disciplinary warnings cannot be used as part of a disciplinary procedure after 18 months period of time.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 5.1. For purposes of this Agreement, a grievance is defined as a dispute, claim or complaint involving the interpretation or application of the provisions of this Agreement which arises during the term of this Agreement. A grievance is the sole mechanism to resolve alleged violations of this agreement. It is expressly agreed that the Company does not have the right to file a grievance concerning any issue associated with an alleged violation of the "No Interference" Article of this Agreement. The Union's failure to conform with time limits set forth will result with dismissal of grievance; the employer's failure to conform with time limits set forth will result in grievance being processed to the next step of the procedure.

Section 5.2. Cases that involve written verbal and written warnings given to the employee can be protested in writing, by the Union, to the company within 10 days of the date that the employee received such warning; however, this warning cannot be grieved. If the employee, within 12 months of the warning, receives a suspension or termination for a future infraction involving the same type of issue as the previous warning, or if the Employer is using any other written warning to show progressive discipline, a timely protest to the initial warning(s) will become part of the current grievance.

Section 5.3. The employee and the immediate supervisor shall attempt to resolve any differences at the time they arise. In the event they are unable to resolve the issue, the employee shall request a meeting with the supervisor and the shop steward and/or union representative to attempt to resolve the issue. If they are unable to resolve the issue, an employee or the union may initiate a grievance by submitting the same to the Company's office in writing, on a form provided for the purpose, which shall state the nature of and the date of the occurrence giving rise to the grievance, the section or sections of the Agreement

on which such grievance is based, and the relief sought. A written grievance filed against the Company must include sufficient information that the Company may investigate and respond to the grievance, including, at a minimum: the name(s) of the aggrieved employee(s), a descriptive statement of the allegation, and the section(s) of the Agreement the Company is alleged to have violated. "Class action" grievances shall include the specific location(s) affected, the name of at least one class representative at each location, a descriptive statement of the allegation, and the section(s) of the Agreement the Company is alleged to have violated. If the Union's grievance does not include the information required by this provision it shall be dismissed by written notice from the employer; provided, however, that the union may resubmit the grievance within ten (10) working days of such dismissal with the additional information required by this provision. If the union does not resubmit the grievance with the information required by this provision within ten (10) days of the dismissal, the grievance shall be dismissed with prejudice. No notice shall be required from the employer to effect such dismissal with prejudice. The grievance form must be dated and must be submitted to the Company within ten (10) work days of the occurrence of the event. In the case of ongoing or continual grievances, the grievance form must be dated and must be submitted to the Company within ten (10) work days of the date on which the Union knew or should have known of the first occurrence of the event. The Company shall begin processing the matter set out in the grievance form and provide an answer to the employee within ten (10) work days.

Section 5.4. If the employee or Union is not satisfied with the answer to the grievance, the employee or his steward at the employee's request may appeal the grievance to the senior Houston managerial official or his designee within five (5) working days from the date of the answer required by Section 2. The senior Houston manager or designee shall meet with the parties within five (5) working days and attempt to resolve the matter.

Section 5.5. Any meetings held with respect to grievances shall be arranged at such times as not to interfere with operations.

Section 5.6. Providing the grievance involves matters covered in Section 1 of this Article and has not been settled in the preceding steps in the grievance procedure, it may be referred to binding arbitration as provided in Article 6 following but no more than 30 days from the requested meeting with the Houston manager or designee.

Section 5.7. The Union shall furnish the Company with a list of its officers and stewards, and shall, as soon as possible, notify the Company in writing of any changes therein. No officer or steward shall be recognized by the Company until such notification of appointment shall have been received by the Company from a duly authorized officer of the Union. The Employer will recognize one shop steward at each location, per shift. For this purpose, an office park is considered one location.

ARTICLE 6 – ARBITRATION

Section 6.1. In view of the foregoing, if a grievance is not amicably adjusted in the grievance procedure, the employee's representative may submit the grievance for final and binding decision by an arbitrator under the rules and in the manner set out below:

- a. Within thirty (30) days after completion of the procedures specified in Article 5 above, the employee's representative desiring arbitration shall address a written notice to the Company requesting that the grievance be arbitrated. The Employer and the Union shall attempt to mutually agree upon an arbitrator to hear the grievance. The party requesting arbitration shall submit a list of arbitrators to the Company.
- b. If the parties cannot agree upon an impartial arbitrator within ten (10) working days

from the date of the written notice referred to above in Paragraph a., then the parties jointly shall request the Director of the Federal Mediation and Conciliation Service to submit a list of seven (7) persons who are members of the National Academy of Arbitrators from which a choice shall be made. The Union and the Company, in that order, shall each alternately strike three (3) names from the list. The remaining name shall be the impartial arbitrator.

- c. The Arbitrator shall not go beyond the interpretation and/or application of this Agreement or the obligations of the parties under this Agreement. It shall in no way be construed that the Arbitrator shall have the power to add to, subtract from, or modify in any way the terms of this Agreement. Issues not directly involved in the case under submission shall not be decided by the Arbitrator and the Arbitrator shall not have the power to modify or change any of the terms of the contract or to modify, change or interpret any wage rate.
- d. Should back pay be awarded, credit shall be given for the earnings during said period, as well as insurance and unemployment payments. Unless otherwise agreed, no Arbitrator may hear more than one grievance at any one hearing.
- e. Unless jointly stipulated otherwise, the decision in such proceedings shall be rendered within thirty (30) days from the receipt of briefs and shall be final and binding upon both parties. Both parties agree to comply with the Arbitrator’s decision as promptly as possible.
- f. The Company and the Union shall each pay the fees and expenses of their own witnesses and representatives. The fees and travel and other expenses of the third or impartial arbitrator, the transcript and other miscellaneous expenses of the arbitration shall be split equally.

ARTICLE 7 – WAGES

Section 7.1.

A. Minimum Rates of Pay

Employees with one (1) or more years of seniority will receive the following minimum rates of pay during the term of this Agreement:

Classification	Current	January 1, 2025*	January 1, 2026*	January 1, 2027*	January 1, 2028*
Janitor < 5 years	\$11.75	\$12.50	\$13.05	\$13.60	\$14.10
Janitor 5+ years	\$11.90	\$12.65	\$13.20	\$13.75	\$14.25
Dayporter < 5 years	\$12.85	\$13.50	\$14.00	\$14.50	\$15.00
Dayporter 5+ years	\$13.35	\$14.00	\$14.50	\$15.00	\$15.50
("Dayporter" works at least 30 regularly scheduled hours per week between 5am & 5pm)					
5+ year rates take effect on January 1st following employee's 5-year seniority anniversary.					

B. Minimum Across the Board Increases

Employees earning a wage rate in excess of the applicable minimum hourly rate immediately prior to the dates of the increases described above shall receive the following wage increases

during the term of this Agreement:

<u>Effective Date*</u>	<u>Wage Increase</u>
January 1, 2025	\$0.65 per hour
January 1, 2026	\$0.50 per hour
January 1, 2027	\$0.50 per hour
January 1, 2028	\$0.50 per hour

*Any wage increases required by this Agreement shall be put into effect on the first day of the first regular pay period following the effective date described in this Agreement.

Section 7.2. **New Hire Rate.** Notwithstanding the foregoing, newly hired employees may be paid a "new hire" rate of 90% (ninety percent) of the minimum hourly rate during their first four (4) months of employment and a rate of 95% (ninety- five percent) of the minimum hourly rate from the fifth (5th) through the twelfth (12th) month of employment with their rate being increased to the applicable contract rate effective the first day of the first pay period after twelve (12) months of employment.

Section 7.3. **Pay Period.** Employees shall be paid at their job location no less often than every two (2) weeks or twice a month, at the Employer's option. For Employers electing twice a month payments, the pay date shall be the last work day before each designated pay date, if that date falls on a holiday or weekend.

Section 7.4. **Minimum Wage Increase.** During the life of this Agreement, should any law be enacted that increases the legal minimum wage to a wage higher than prescribed in this Agreement, the Employer agrees that all employees covered by this Agreement with at least (one) 1 year of seniority shall receive a minimum pay rate that is \$1.00 (one dollar) per hour higher than the legal minimum wage.

Section 7.5. **Prevailing Wage Jobs.** Any federal, state, county or city statute ordinance or regulation (other than minimum wage) that provides for a higher hourly wage rate than provided for herein shall supersede the wage rates set forth in this Article and shall provide the exclusive standard for determining a covered employee's hourly wage rate and raises.

ARTICLE 8 – HOURS OF WORK

Section 8.1. All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the regular pay rate. If the employer's overtime requirements cannot be met on a voluntary basis, mandatory overtime shall be assigned in order of reverse seniority where practical consistent with the employee's ability to perform the work.

Section 8.2. All employees who work six (6) hours or more shall receive one (1) fifteen (15) minute break per shift, at the discretion of the employer.

ARTICLE 9 – INCREASED WORK HOURS

Section 9.1. The Employer shall in good faith work toward the establishment of a standard workweek of thirty (30) hours to be worked in five (5) consecutive days. Effective January 1, 2023, the employer will not establish any new, regularly scheduled shifts of less than four (4) hours unless otherwise directed by the client.

Section 9.2. The parties agree that any decrease in staffing positions as a result of the increase of minimum hours at any location shall be as a result of the normal staff turn-over. In

circumstances where the reduction in staff cannot be achieved through the normal turn-over process the employer agrees to reduce staff in accordance with the seniority provisions hereof.

Section 9.3.

No less than thirty (30) percent of the Employer’s employees shall work a minimum of 25 hours in five (5) consecutive days. Effective January 1, 2025, no less than forty (40) percent of the Employer’s employees shall work a minimum of 25 hours in five (5) consecutive days. Effective January 1, 2026, no less than fifty (50) percent of the Employer’s employees shall work a minimum of 25 hours in five (5) consecutive days. Effective January 1, 2027, no less than sixty (60) percent of the Employer’s employees shall work a minimum of 25 hours in five (5) consecutive days. Effective January 1, 2028, no less than seventy (70) percent of the Employer’s employees shall work a minimum of 25 hours in five (5) consecutive days.

Section 9.4.

Decisions of the building owners or managers concerning energy issues are not subject to the grievance procedure. Energy issues include, but are not limited to, lighting, air-conditioning, gang cleaning and energy savings devices. This clause in no way relieves the employer for its obligations from Section 9.3.

ARTICLE 10 – HEALTH & WELFARE

Section 10.1.

The Company shall offer eligible employees single health insurance coverage under the SEIU Health and Welfare Fund. Spousal coverage will not be offered except to spouses who are currently participating in health insurance coverage. There shall be no change in the Plan or benefit levels except by mutual agreement of the Company and the Union. Eligible employees are full-time employees within the meaning of the Affordable Care Act ("ACA") and related regulations, laws, and other legal authority.

Section 10.2.

The Employer shall not attempt to influence the employee in his or her decision as to whether to accept or decline insurance coverage.

Section 10.3.

The health and welfare premiums for individual coverage are established on the following schedule during the term of this Agreement:

<u>Date</u>	<u>Total Premium</u>	<u>Employer Premium</u>	<u>Employee Premium</u>
1/1/24	\$596.94	\$537.25	\$59.69
1/1/25	+ Up to 10%	90% of total premium	10% of total premium
1/1/26	+ Up to 10%	90% of total premium	10% of total premium
1/1/27	+ Up to 10%	90% of total premium	10% of total premium
1/1/28	+ Up to 10%	90% of total premium	10% of total premium

* The total premium increases described in this section shall not exceed the lesser of 1) the minimum amount recommended by the health and welfare trustees to maintain the schedule of benefits that is in place on the effective date of the premium increase; or, 2) the percentage increase described herein.

The employee is responsible for 100% of the additional premium required to enroll any

dependents in health insurance coverage via the SEIU Health and Welfare Fund.

Section 10.4. As a condition of receiving health insurance coverage, employees must sign proper documentation authorizing the Company to deduct such contributions from wages. Any employee who does not do so shall not be eligible to participate in the insurance program.

Section 10.5. The month of October shall be the open enrollment period under this agreement, with insurance for newly enrolled employees being effective January 1st. The Employer agrees that enrollment packages will be provided to all eligible employees prior to the open enrollment period. Employees are responsible for returning enrollment forms to the Employer for forwarding to the SEIU Health and Welfare Fund, with copies sent to the Union, including signed opt-out forms for any employees declining coverage.

Section 10.6. The Company or the Union may, upon ten (10) days written notice to the Union, reopen the Agreement for negotiation regarding Article 10 only. The reopener can occur only one time by each party during the life of the Agreement. In the event the parties are unable to reach agreement within sixty (60) days of the written notice, an impasse shall be deemed to have occurred. Provided that the SEIU Health and Welfare Trust offers a plan compliant with the minimum requirements of the ACA, the Company will not eliminate health insurance for eligible employees as defined above except with the agreement of the Union.

Section 10.7. When the Employer providing cleaning services within a building changes, and both employers are signatory to the Agreement, the incoming employer shall provide the employees enrolled in the health insurance at that time with a new enrollment card to continue their participation in the SEIU Health and Welfare Fund.

Section 10.8. The Company and the Union agree to be bound by the SEIU Health & Welfare Trust Fund Agreement and to execute the Subscription Agreement with the SEIU Health & Welfare Fund. The Company and the Union understand that coverage cannot be extended until employees until the Subscription Agreement is executed by all parties and the affected employees have made the prescribed contribution. No provision of the Trust Agreement shall increase the Company's financial obligations as specified in the Agreement.

Section 10.9. The Company shall have all rights and options granted to employers under the ACA and related regulations, laws or other legal authority with respect to matters of employee eligibility and participation in health insurance coverage.

Section 10.10 If during the term of this Agreement the SEIU Health and Welfare Fund cancels coverage or otherwise refuses to provide coverage for the premiums described herein, the parties will meet and bargain for replacement coverage during the term of this Agreement. All other terms of this Agreement shall remain in full force and effect during any such bargaining process.

ARTICLE 11 – HOLIDAYS AND VACATION

Section 11.1. The following shall be observed as paid holidays for employees:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Employees with one year of seniority (as of January 1st of each calendar year) shall receive one floating holiday that can be used at their discretion subject to the Employer's approval.

To be eligible for Holiday Pay, the employee must have actually worked the full scheduled workday before and the full scheduled workday after the Holiday, or if on approved vacation the work day before or work day after the full workday sought for Holiday pay. In good faith, the Employer will not reduce hours for the sole purpose of recouping the cost to the Employer of these paid holidays. An employee must have at least six (6) months of seniority to qualify for Holiday Pay. The Holiday Pay will be predicated upon the hours in the regularly scheduled workday.

Section 11.2. Each regular Employee shall be credited with the normal number of hours at straight time in his or her shift on each of such holidays and, in the case of those holidays which fall on what would have been the Employee's regular workday, such time shall be credited as time worked in computing overtime.

Section 11.3. Regular Employees who have:

- One year of seniority shall be given an annual vacation of one week with pay;
- Five years of seniority shall be given an annual vacation of two weeks with pay.

Section 11.4. A week's vacation shall be computed upon the Employee's regularly scheduled weekly hours. To be eligible for vacation, employees must have worked a minimum of 840 hours in a building covered by this Agreement during the twelve (12) months prior to the time that the vacation is taken. In determining years of service, an employee's seniority date will apply. Vacation requests shall not be unreasonably or arbitrarily denied.

Section 11.5. For vacation scheduling purposes, an Employee shall receive his or her vacation in accordance with seniority and in keeping with the normal vacation scheduling of the building or at such other time as may be mutually acceptable to the Employer and the Employee.

Section 11.6. Vacation checks shall be paid to the Employee no later than the last scheduled day of work before the beginning of the Employee's scheduled vacation.

Section 11.7. Each regular Employee shall be credited with the normal number of hours at straight time in his or her shift on each of such vacation days and, in the case of those vacation days which fall on what would have been the Employee's regular work day, such time shall be credited as time worked in computing overtime.

Section 11.8. Employees required to work on scheduled vacation day(s) shall be paid for hours worked on such days at one and one-half times their regular hourly rate in addition to vacation pay, provided, however, that the foregoing shall not apply if the Employer and Employee agree to reschedule the previously scheduled day(s).

Section 11.9. Any employee who has been in the service of the Employer for more than one (1) year and whose employment with the Employer terminates for any reason except just cause pursuant to Section 4.1 shall receive pro-rated vacation benefits, rounded to the nearest month of employment, from that Employer from whom the employment relationship was terminated. Should a building change contractors, the new contractor would be responsible for vacation accrual from the date of the change forward and the old contractor would be responsible for vacation accrual up to the change date, to be paid on the final paycheck. The provisions of this Section are applicable only in instances where both Employers are signatories to this Agreement.

Section 11.10. Sick Days. Effective January 1, 2023, employees with at least one (1) year of seniority shall be awarded two (2) paid sick days and employees with at least five (5) years of seniority shall be awarded three (3) sick days.

Sick days shall be awarded on January 1st of each calendar year based on the employee's seniority as of the date of the award.

Sick days shall be paid at the employee's regular scheduled daily hours times their regular hourly rate on the date of the absence. Unused sick days shall not be paid out and shall not carry over into subsequent years.

Section 11.11 Use of Accrued Time Off in Pandemic or Public Emergency. Employees shall be allowed to use their accrued time off in the event of a declared public emergency or natural disaster, in such a manner that it does not unreasonably interfere with the operation needs of the Employer and does not take the place of Unemployment Insurance or Workers Compensation paid leaves. In case of a declared public emergency or natural disaster, the Employer will agree to meet with the Union to address the impacts of the emergency on working conditions.

ARTICLE 12 – SAFETY AND WORKING CONDITIONS

Section 12.1. If uniforms are required, it is agreed that the Employer shall, at its own expense, furnish and replace as necessary due to normal wear and tear. The employees on their part, agree to take good care of such uniforms.

Section 12.2. No employee shall be required to perform any work under abnormally dangerous conditions, and a failure to perform work under such circumstances shall not be considered a cause for discharge or discipline. The Union and Employer shall cooperate towards the objective of creating a safe and healthy work place for all employees and agree to meet upon request of the other party to discuss concerns relating to health and safety. The contractor shall provide and maintain an adequate first aid kit in the office of the building or some other central location.

ARTICLE 13 – SENIORITY AND LAY-OFF

Section 13.1.

- a. "Seniority" as the term is used in this Agreement, shall mean and include the following factors: length of continuous service, skill and ability. When skill and ability are equal, length of service shall govern. Seniority will be by job location only.
- b. Post and Bid - The Employer shall post all open positions of 30 or more hours/week, either at the worksite or online, when the position becomes vacant. If the Employer uses an online posting system, the Employer will post information at all worksites about how to access the online posting system.

Section 13.2. In all layoffs of the working force or recall after layoff, seniority shall govern. The Employer agrees to notify the Union in writing at the earliest date possible in the event of layoff. The Employer further agrees that all layoffs will be in reverse order of seniority by classification within a location and all recalls shall be in order of seniority by classification within a location.

Section 13.3. Seniority of an employee shall be broken or terminated when he or she:

- a. Quits.
- b. Retires
- c. Is discharged for just cause.
- d. Is absent from work for a period of three (3) consecutive work days without notifying the Company unless the employee has an excuse acceptable to the Company.

- e. Fails to report for work at the close of a leave of absence.
- f. Fails, following layoff, to return to work within three (3) working day following receipt of notice of recall from layoff by telephone or within three (3) days of notice sent to the last known address.
- g. Has been on layoff for a period of more than six (6) months, provided that during that period shall notify the Company and the Union, in writing, certified mail, return receipt requested, of his/her then current address and telephone number and of his/her desire to remain on the seniority list. Employees can also notify the Company's designated representative via email.
- h. Accepts new employment during a period of sick or medical leave without prior special written permission.

Section 13.4. Termination of seniority as used in this Agreement shall mean termination of employment.

Section 13.5. New employees or former employees hired as new employees (because of the loss of seniority as described above) shall be on probation for a period of one hundred and twenty (120) calendar days from the last date of hire with the Company. During this period, the probationary employees acquire no seniority status. Those who serve beyond the probationary period will have seniority from the last date of hire. During the probationary period, the Company may, at its sole discretion, demote, layoff, discipline, suspend, terminate, or discharge probationary employees, and the Union agrees that neither the Union nor the probationary employee has recourse to the grievance procedure.

Section 13.6. All other provisions of this contract notwithstanding, any employee who shall have been absent from work for any reason for a period in excess of thirty (30) days, shall not be eligible for any economic benefit unless otherwise required by law.

Section 13.7. If an employee has been off work due to illness or accident, the employee, prior to returning to work, must furnish the Company in writing with proof of illness or accident, signed by a physician and certifying that the employee has the physical ability to work on his regular job. The Employer may, at any time, require an employee to take a physical examination given by the Company doctor and no employee shall be permitted to work in the event the Company doctor, in writing, states that the employee is not physically able to perform all the essential functions of his regular job.

Section 13.8. It is agreed that an employee who is promoted to an administrative, confidential, or supervisory position, shall in case he is returned to his former job, retain his seniority and privileges in the line-up he left, and shall accumulate seniority while out of the unit provided they return within one year.

Section 13.9. The Parties recognize and agree that customer demands might dictate that an employee be removed from the building or building(s) owned or managed by the customer. When so requested by a customer, an employee will be notified of that fact and his/her employment shall cease at that location. In such event, the contractor will place the employee at a job at the nearest available location with open position of like kind available with no reduction in hours, wage rate or benefits. This provision shall not require bumping of employees.

Section 13.10. If one of the Contractors bound by this Agreement assumes responsibility for a location which is under contract with another such Contractor immediately prior to the new employer assuming responsibility for the job, the subsequent employer will offer employment, to qualified applicants in order of seniority, to the employees of the predecessor contractor at that location, at no loss of pay, seniority or benefits for the employees retained. The number of employees hired for such location and the assignments given to such individuals shall be exclusively the determination of the subsequent employer, so long as any reductions in staff as a result of a change in employer shall be subject to the lay-off and recall provisions under Section 2 of this Article.

ARTICLE 14 – UNPAID LEAVES OF ABSENCE

- Section 14.1.** Qualified employees will be granted a leave of absence in accordance with the Family and Medical Act. Leaves of absences in case of pregnancy shall be consistent with applicable law. The Employer agrees to post information in English & Spanish about employees' rights under the Family Medical Leave Act at each job site near the time clock.
- Section 14.2.** The Employer shall not unreasonably withhold the granting of personal unpaid leave of absence submitted and approved in writing for reasons other than illness or non-work-related disability up to thirty (30) days after one (1) year. The Employer shall not be required to grant a personal leave of absence until after twelve (12) months have expired since an Employee's previous personal leave of absence. Failure to return to work without justifiable cause following a personal leave of absence will be grounds for termination.
- Section 14.3.** An employee selected to represent the Union at conventions, conferences, collective bargaining, or for other Union business shall be granted a leave of absence for the period required to fully carry out said business. The number of employees on leave for such purposes, and the length of leave, are subject to the reasonable approval of the employer.
- Section 14.4.** During all such leaves of absence provided for in this Article, seniority shall continue to accumulate and accrue. By agreement between the Employer and the Union, employment of an employee on such leave of absence may be terminated. During FMLA leaves of absence, and other leaves up to thirty (30) days, such leave shall be treated as time worked for calculation of any benefits.

ARTICLE 15 – NO INTERFERENCE

- Section 15.1.** It is agreed that there shall be no picketing, respecting of picket lines, supporting or sympathy strikes, strikes, sit-downs, slow-downs or work stoppage during the life of this Agreement, nor shall any officer or official of the Union or any of its locals, assist or encourage any picketing, supporting or sympathy strikes, sit-downs, slow-downs or work stoppage during the life of this Agreement. If any employee, or group of employees represented by the Union, should violate the intent of this section, the Union shall take immediate affirmative action to prevent such illegal acts and take all necessary steps to the end that work will be properly and orderly resumed. Violation of the provisions of this section shall be grounds for disciplinary action or discharge without recourse to the grievance or arbitration procedure by either the Union or the employees, except that there may be an arbitration held to determine the sole issue of whether an employee violated this Article, but in the event of a finding of violation by the employee, the arbitrator shall have no authority to change or reduce the penalty imposed by the Employer.
- Section 15.2.** The Union shall not be liable for damages on account of picketing, hand billing, supporting or sympathy strikes, strikes, sit-downs, slow-downs or work stoppage during the life of this Agreement, which it did not initiate, authorize or condone.
- Section 15.3.** The Company agrees that during the terms of this Agreement it will not engage in a lockout of its employees.

ARTICLE 16 – UNION RIGHTS

- Section 16.1.** The Employer shall permit the posting of Union bulletins in employees' locker room and shall permit Union Stewards reasonable freedom to perform their duties during working hours.
- Section 16.2.** Subject to Section 4 of this Article, duly accredited representatives of the Union may enter

the building of the Employer during the working hours to observe working conditions and to confer with the employees under circumstances that are not disruptive to working schedules. When a Union representative enters a building during business hours, they will provide notice to the Employer not later than 12:00 noon on the date of the visit, they will register with building security, abide by security rules and contact the night supervisor.

Section 16.3. The Union shall have the right to inspect the employee's payroll records as it relates to specific grievances.

Section 16.4. The provisions of this Article shall be interpreted and applied so as not to interfere with the Employer's operations, and access will be denied if the owner or manager objects to such access. The Employer represents that it will not attempt to negatively influence the owner or manager with regard to permission for access. In the event of owner or manager objection to access, the Employer agrees to meet and confer with the Union on alternative means of access to employees.

Section 16.5. Subject to the provisions of this Article, the Union may hold orientation meetings during non-working time. The Union and the Employer will confer regarding arrangements for such meetings.

Section 16.6. The Employer agrees to release one shop steward per building per shift four (4) times per year during work hours without pay for shop steward training classes upon written notice from the Union of at least ten (10) working days.

ARTICLE 17 – MANAGEMENT RIGHTS CLAUSE

Section 17.1. The parties agree the efficiency of any enterprise requires clear management authority and freedom to make decisions and to operate its business in an efficient manner. Decisions on matters not expressly provided for in this Agreement are reserved exclusively to the Company. For example, the Company retains, and it is recognized that the management of the Company, the control of its properties, and the maintenance of order, are solely the responsibility of the management. It is agreed that nothing in this Agreement shall limit the Company in the exercise of its functions of management, and those are hereby recognized, prominent among which, but by no means wholly inclusive, are the right to decide: the number, location and relocation of its places of operation or any part thereof; the merger, sale or termination of all or any part of its business; the closing down of any business location, or any part thereof; to alter, rearrange, combine, transfer, assign or cease any job, operation or service; the services to be rendered; the work to be contracted out or purchased; the required equipment; the methods and schedules of operations; the schedules of service; the service processes, methods and techniques, including the introduction of new or changed service methods; the need for equipment and the use of equipment or materials; the customer to be served; financial policy including accounting procedures, prices of services rendered or supplied, customer relations, and determination of every aspect of the organization of all internal operations; to set incentive rates; and the amount of supervision necessary. It is further recognized that it is the sole responsibility of the management of the Company for the selection, direction, size and makeup of the work force, including the right to hire, discharge for just cause, layoff, demote, assign or reassign, to discipline and suspend for just cause; to relieve employees from duties and assignments because of the lack of work; to combine and eliminate jobs; to determine the number of employees on any particular assignment; to decide and/or change the pay period; to set shift schedules and hours of work; to set the standards of quantity and quality of work; to determine, and from time to time re-determine, the number of employees to be employed; to establish jobs or readjust or eliminate existing jobs; and to establish and maintain job requirements and job contents and the standards of service.

It is agreed that management maintains and retains all of its managerial rights and that they are all vested solely and exclusively in the Company unless specifically contracted away by this Agreement and further that the enumeration of management's rights shall not be deemed to exclude any other management rights.

Section 17.2. The Company may formulate and apply rules to govern working conditions and regulations of conduct of all employees not inconsistent with this Agreement.

ARTICLE 18 – NO DISCRIMINATION

Neither the Employer nor the Union will discriminate against any individual on the basis of any factor prohibited by law, as such is defined by applicable law. These factors include race, color, religion, sex, gender identity, age, national origin, physical and/or mental disability (as defined by the Americans with Disabilities Act), veteran status, sexual orientation, marital status, maternity status, genetic information, gender expression, gender identity, or Union activity. The Employer shall also prohibit all forms of sexual harassment.

ARTICLE 19 – SUCCESSORSHIP / CHANGE OF EMPLOYER

Section 19.1. All Contracts must be signed in all trade names of firms in the contract building service industry, as well as all corporate and partnership names in the contract building service industry.

Section 19.2. Loss of service contract.

- a. The Employer will furnish the Union notice of any account covered by this Agreement being put out to bid within ten (10) business days after the Employer learns that the request for proposals has been issued.
- b. The Employer will furnish the Union notice of termination of any of its cleaning contracts not later than ten (10) business days after the Employer receives notice of termination. If the Employer is given less than ten (10) days' notice, the Employer will immediately furnish the union with notice of the termination.
- c. Prior to expiration of the lost contract, the Employer will provide the Union with a list of the employees who are working at the account. The list shall include the name, home and worksite addresses, telephone number (if available), wage rate, date of hire, hours worked, last 4 digits of social security number, job status (active, leave of absence) and classification of each employee.

Section 19.3. The Employer agrees to notify the union of any new locations it obtains within the coverage of this Agreement within ten (10) days from the date obtained. The Union agrees to notify the Employer within ten (10) days of reaching a Collective Bargaining Agreement (or any addendums, letters of understanding, or extensions of a Collective Bargaining Agreement) with another employer, and to provide a copy of such agreement(s) to the Employer.

ARTICLE 20 – MOST FAVORED EMPLOYER

Section 20.1. If the Union enters into any agreement which contains any economic terms more favorable to another employer doing work covered by this Agreement than those contained in this Agreement which become effective during the term of this Agreement, the Employer shall have the right to apply those more favorable terms to employees covered by this Agreement prospectively. The Union may, in its discretion and because of extraordinary circumstances, grant more favorable terms at a specific location and/or for a specified

period of time not to exceed 90 days or upon mutual agreement a longer period of time, but in that event, such terms shall only apply to that location and/or for that period of time and shall be extended to all signatories to this Agreement at that location. The Union agrees to inform the Employer immediately upon signing of any agreement with a company or contractor in the event the terms of such agreement are more favorable than those contained in this Agreement.

Section 20.2.

In any instance in which a Company signatory hereto obtains the janitorial contract in a covered building immediately following the performance of unit work by a contractor not a party to a collective bargaining agreement with the union which would cover the work in question, it is agreed that the Company may waive the wage and fringe benefit provisions of this Agreement with respect to such building for a period of thirty-six (36) months and the Employer signatory hereto will not be required to pay the wage levels and fringe benefits called for in this Agreement to such employees; provided, however, that any such waiver shall be extended to any other janitorial contractor signatory to a collective bargaining agreement providing such economic terms which are equal to or greater than those contained herein.

ARTICLE 21 – REGISTRATION OF CURRENT LOCATIONS

The Employer shall provide the Union with a list of all locations employing employees covered by this Agreement within ten (10) working days of the execution of this Agreement. The list shall include the names, addresses, telephone numbers (if available), wage rates, seniority date, weekly scheduled hours, employee id number, last 4 digits of social security number, job status (active, leave of absence) and classification (janitor or day porter) of each employee by location. The information shall be transmitted to the union in an electronic format. At least quarterly, the list shall be updated by the Employer and sent to the Union within ten (10) business days upon request.

ARTICLE 22 – MAINTENANCE OF CONDITIONS

Section 22.1.

Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by an individual employee.

ARTICLE 23 – SAVINGS CLAUSE

Should any court of competent jurisdiction find any part of this Agreement to be invalid, it shall not invalidate the remaining provisions.

ARTICLE 24 – MISCELLANEOUS

Section 24.1.

This Agreement cannot be modified, amended, added to, or subtracted from except by an instrument in writing signed by the Company and the Union of equal formality with this instrument. No grievance or arbitration determination or individual or continued departure in practice and administration hereof by the parties shall affect a modification or alteration hereof.

Section 24.2.

The Company and the Union agree that this document embodies all agreements that exist between them concerning the subject matters hereof, and that any term, condition or matter affecting Employer-Employee relations not specifically relinquished or released in this contract is hereby reserved and exclusively vested in the Company. Nothing in this Agreement shall be construed as constituting an acknowledgment by the Company that any work or operation of any equipment or machinery is or may become the exclusive

right of any employee or classification of employees represented by this Union.

Section 24.3. It is also specifically agreed that the failure of this Agreement to make specific provision for, or reference to, any matter or proper subject of bargaining shall not require further negotiation during the life of this contract unless mutually agreed to by the Union and the Company.

Section 24.4. If the Employer obtains a contract to provide janitorial services to a commercial office building outside the jurisdiction of SEIU - Texas, 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 Local 105, or SEIU Local 87, then the Employer will assume the SEIU Local's area-wide agreement in effect at that building. This provision would not change the scope of recognition of any such area-wide agreement(s). Upon request of the Employer, the Union will promptly provide a copy of any contract referenced in this Section. "Area-wide agreement" as used herein refers to a collective bargaining agreement covering janitorial work that is signed by multiple employers and covers multiple sites in that market.

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

ARTICLE 25 – LABOR-MANAGEMENT COMMITTEE

Section 25.1. The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than two (2) times per year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate (up to one hour's pay) for time spent at Labor-Management Committee meetings.

ARTICLE 26 – INDIVIDUAL LEGAL RIGHTS

a. Notification

The Employer shall notify the Union, unless otherwise prohibited by federal law, judicial order, or other government agency, as quickly as possible, if any Department of Homeland Security ("DHS") or other Federal government agent appears on or near the premises to enable a Union representative or attorney to take steps to advise employees of their legal rights. Additionally, the Employer shall notify the Union immediately upon receiving notice from the DHS, ICE, or the Social Security Administration that an audit of employee records (excluding individual inquiries) is requested or demanded, and shall provide the Union with any list received from such governmental agencies identifying employees with documentation or Social Security problems, unless otherwise prohibited by federal law. This Article 26.A is not subject to

the grievance procedure.

b. Absence for Immigration Proceedings

The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations, or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to take an unpaid leave for a period of up to one hundred & twenty (120) days and return the employee to work in the next available position for which the employee is qualified with no loss of seniority. In the event of any conflict with another, laid off employee over recall rights, the Employer will recall the more senior employee first. All of the above shall be in compliance with existing laws.

c. Change of Name or Social Security Number

Except as prohibited by law, when an employee presents satisfactory evidence of a name or social security number change, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee's seniority will not be affected. Such change shall not be the sole basis of adverse employment action, notwithstanding any information or documents provided at the time of hire.

A "no match" letter from the Social Security Administration (SSA) shall not itself constitute a basis for taking any adverse employment action against an employee or for requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall notify the employee and provide the employee and the Union with a copy of the letter and inform the employee that he or she should contact SSA.

d. Applicable law and regulation

This Article shall be interpreted so as to be consistent with all applicable laws and regulations.

ARTICLE 27– DURATION

Section 27.1. This Agreement shall become effective as of the 1st day of June, 2024 and shall remain in full force and effect until the 31st day of May, 2028 and thereafter the Agreement shall automatically renew for one (1) year unless at least sixty (60) days prior to May 31, 2028, either party to this Agreement gives written notice to the other party of its desire to terminate this Agreement, in which event this Agreement shall terminate on May 31, 2028, following the giving of such written notice. All rights and benefits of the employees are as a result of this contract and the rights of all employees and the Union cease with the termination of this contract.

Section 27.2. Any notice given under this Article shall be by certified mail, return receipt requested.

ARTICLE 28 – REOPENING

Section 28.1. This collective bargaining agreement shall, at the option of the Employer and upon written notification to the Union, be open for renegotiation with regard to economic items in the event that at any point during the term of this Agreement, 40% or more of the requisite square footage encompassed within the bargaining unit is cleaned by a contractor(s) which is not signatory to a collective bargaining agreement with the Union which calls for wages and fringe benefits equal to or greater than those in this Agreement unless such agreement has been negotiated pursuant to Section 20.1 hereof. In the event the reopening occurs, and in the further event the parties are unable to reach agreement within 60 days thereafter, an impasse shall be deemed to have occurred, this contract

shall be of no force and effect and both parties shall be permitted full economic recourse. The Employer may provide the notice called for herein any time after February 1, 2013, in which event the Union shall have 10 business days thereafter to provide its written statement of agreement or disagreement. If there is disagreement between the parties, expedited arbitration shall be employed, and the arbitrator must hold a hearing and reach a decision, both within 45 calendar days after the Union's notice. This contract and recognized Houston industry data shall be utilized by the arbitrator in reaching a decision but shall be a rebuttable presumption.

Section 28.2. The Union agrees to make a good faith effort to grow the market past the above-referenced 60% threshold or the Employer may request a reopener with the purpose of reevaluating market conditions and make agreed upon adjustments henceforth.

ARTICLE 29— SEXUAL HARASSMENT AND ASSAULT

- 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 Article 27.
- 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.

SIGNATURE PAGE

**Collective Bargaining
Agreement between
SEIU
Texas and
Various Houston Contractors**

June 1, 2024 through May 31, 2028

So Agreed:

Service Employees International Union, Texas

Dated

ABM Industry Groups, LLC

Dated

Cushman and Wakefield

Dated

Eurest Services, Inc.

Dated

Harvard Maintenance

Dated

JanCo FS 2, LLC dba Velociti Services

Dated

Pritchard Industries Southwest, LLC

Dated

Red Coats, Inc.

Dated

SDH Services East LLC

Dated

Super Building Services

Dated

UBM

Dated

APPENDIX A – GEOGRAPHIC SCOPE OF AGREEMENT

For the purposes of this agreement, the "Houston Area Market" shall include the following (as reflected in Co-Star); Downtown (Midtown, Central Business District); Galleria Uptown; Riverway; Post Oak Park; San Felipe Voss; Greenway Plaza, Katy Freeway East; Katy Freeway West (to Mason Road, west boundary); Northwest Near; Bellaire; Westchase; South Main/Medical Center; North Loop West; Northwest Far; Greenspoint /North Belt West

<i>Single Tenants To Exclude In Outlying Zones</i>		
Building Name	Full Address	Zone
Lake Pointe Plaza*	1 Fluor Daniel Dr	East Fort Bend County/Sugarland
Halliburton - Kellogg Brown & Root	10200 Bellaire Blvd	Southwest
11111 Wilcrest S	11111 Wilcrest S	Southwest
14575 Presidio Square Blvd	14575 Presidio Square Blvd	Southwest
Memorial Southwest Professional I	7777 Southwest Fwy	Southwest
Memorial Hermann Healthcare System	7737 Southwest Fwy	Southwest

APPENDIX B – LETTERS TO EMPLOYEES AND SUPERVISORS

**THIS LETTER SHALL BE PUT ON COMPANY LETTERHEAD AND
POSTED AT EACH WORK LOCATION IN BOTH ENGLISH AND SPANISH:**

TO ALL EMPLOYEES OF (COMPANY NAME):

This is to inform you that your Company and the SEIU have entered into a new Collective Bargaining Agreement. You have the right, at your option, to join or not join the Union and to participate in union activities and you will not be subjected to negative employment consequences because of your decision to join or not join.

Our managers and supervisors have been instructed not to influence you concerning these matters. This is entirely your decision, and the Company will respect whatever decision you make.

Sincerely,

Company Representative

**THIS LETTER SHALL BE PUT ON COMPANY LETTERHEAD
AND PROVIDED TO ALL SUPERVISORY EMPLOYEES:**

TO ALL SUPERVISORY STAFF:

Your Company and the SEIU have agreed upon a collective bargaining agreement, and we are providing you a copy of the contract with this correspondence.

All members of our organization are expected to comply with this Agreement. Our employees have the right to join or not join the Union and will not be subjected to negative employment consequences because of their decision to join or not join. You should not try to influence our janitorial employees on whether they should or should not join the Union. That decision should be theirs and theirs alone.

The agreement permits the Union to designate certain employees as stewards of the Union. Those stewards have the right to represent other employees in disciplinary proceedings if asked to do so by the employee. Please acquaint yourself with the Collective Bargaining Agreement so that you are familiar with the provision in this regard as well as the other provisions of the contract.

We thank you in advance for your attention to this matter. If you have any questions, please contact

_____.

Sincerely,

Company Representative

APPENDIX C – COVID PROTECTIONS

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 applicable federal, state, or local official or agency as a result of COVID-19:

1. Recall and Seniority Rights

- a. For all employees who are laid off, whether voluntarily or involuntarily, as a result of the COVID-19 public health emergency, the following provisions shall apply:
 1. The contractual time period for retention of seniority and recall rights for laid-off employees, shall be extended to the expiration of this Agreement.
 2. At the time of layoff, Employers will do the following:
 - i. Request laid off employees provide their current address, telephone number including cell phone number, personal email address, and alternative contact information.
 - ii. Place laid off employees on their recall list, without any further action needed to be taken by the employee to remain on the recall list.
 - iii. The Employer will provide laid off employees' current addresses, telephone numbers including cell phone numbers, personal email addresses, and alternative contact information one week following execution of this Extension Agreement and then as provided for in the Master Agreement.
- b. Recalls shall be in order of seniority by classification within a location. At the Employer's discretion, the Employer may offer the remaining vacant position to the most senior bargaining unit members. Employees who accept a vacant position at an alternate location will retain their seniority rights and other benefits and will remain on the recall list for the location at which they worked prior to the layoff. Employees will have the right to refuse to be recalled to an alternate location one time. Employees who refuse to be recalled to an alternate location will remain on the Employer's recall list at the location they were originally assigned and will retain their seniority rights until a vacant position is available at the original location provided such position becomes available during the Employee's seniority retention and recall rights period.
- c. Upon receipt of the Employer's notice of recall, employees must return to work within three (3) working days. The Employer and employee may mutually agree to extend the date upon which the employee returns to work.

2. Reduction in Workforce

- a. In the event that a reduction in the workforce is necessary due to the COVID-19 public health emergency, Employers will take the following actions in the order specified below:
 1. Solicitation of Volunteers for Layoffs. Employers will first solicit volunteers for layoff from the affected location. Employees who volunteer to be laid off will receive written confirmation of their layoff status from the Employer. Employees who volunteer to be laid off will retain their recall and seniority rights in accordance with the provisions in Section 1 of this Agreement.
 2. Involuntary Layoffs. Employers will lay off workers in inverse order of seniority.

3. Health and Safety

- a. PPE and Cleaning Supplies: PPE: Employers will provide employees with appropriate gloves, masks, supplies and equipment in keeping with regulatory requirements.
- b. 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.

- c. Break rooms: Employer and Union members will use reasonable efforts to ensure that employer-designated breakroom and clock in/out areas are disinfected in compliance with CDC guidelines.
- d. Informed Consent: Before requesting employees clean or enter known infected areas, the Employer will inform employees of the reported infection. There will be no retaliation against employees refusing to enter known infected areas. The Employer will make reasonable efforts to reassign employees within the building in such cases. If an Employer learns that an employee has been exposed to a known case of COVID-19, the Employer will notify that employee as soon as reasonably possible.

4. Paid Time Off/Leave

- a. Accrued Paid Time Off. Employees shall be allowed to use their accrued time off at their individual discretion for pandemic-related reasons and in such a manner that it does not unreasonably interfere with the operation needs of the Employer and does not take the place of Unemployment Insurance, State Disability Insurance, Workers Compensation, Paid Family Sick Leave or FFCRA paid leaves.
- b. Voluntary Unpaid Leave. The Employers will not unreasonably withhold the granting of personal unpaid leave of absence submitted and approved in writing for reasons other than illness or non-work-related disability up to sixty (60) days of personal unpaid leave of absence for employees with at least one-year seniority.