

AGREEMENT

BETWEEN

ABM

AND

Service Employees International Union

LOCAL 105



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

- A. 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 Company 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 Company 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.
- B. The Employer agrees to treat every employee with respect and dignity.
- C. 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 Company 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. Union stewards who are part of this bargaining unit shall have access to company break rooms to talk to employees during their company break periods, or in any locations where employees take breaks and lunch.
- B. Union representatives shall have the right to talk to employees during their company break periods or non-work time, in any locations where the union representative has access.
- C. Union representatives, pursuant to no less than 24 hour written notification to identified Company 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.
- D. 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 company each time a steward is added or removed from service.
- E. 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.

- F. 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.
- G. The Company 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.
- H. Employees shall not be prohibited from wearing one Union button the size of a quarter in diameter or less.
- I. 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 thirty (30) days in a calendar year. Such leave may not be taken in more than five (5) two (2) day periods, with the balance of the leave to be taken in not less than five (5) day periods. Written notice of such leave must be made at least seven (7) 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.
- J. The parties shall establish a joint labor-management committee which will meet on paid time upon request of either party, but no more than quarterly. Upon at least seven (7) working days advanced notice by the Union, the Employer will release no more than two (2) union members for the meetings. Union representative may participate. Nothing in this provision waives the Union's rights to file a grievance over any actions taken by the Company that the Union believes violate the Agreement. This is not a step in the grievance procedure.
- K. Union Stewards will be given one day 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. 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.
- C. All sums deducted in accordance with this Article shall be remitted to the Union not later than the 25th day of the month after which such deductions are made together with a list, submitted electronically in a mutually agreeable data base format, specifying the following for each employee for whom the Agreement applies:
 - 1. The employee's name, address, seniority date, 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), wage rate and hours of work.
 - 2. The amount and type of deduction for each employee, as well as their gross, regular pay for the pay period.
 - 3. The fringe benefit level, and/or any benefit paid, and the level of those benefits.
 - 4. An application for membership for all employees whose names are listed on the check-off for the first time during that month to be sent electronically, by fax, or by regular mail. The Union application form shall include notice to employees of the amount of the initiation fees and dues.
- D. If the Employer fails to provide a) the required monthly list, or b) correct/complete data, the Union will give notice to the Employer, in which case the Employer shall have five (5) working days to correct its failure or submit a legitimate basis as to why it believes the provided list is correct and complete. If the Employer fails to correct its failure within said five (5) working days or provide a legitimate basis as to why it believes the provided list is correct and complete, the Employer shall pay a \$50.00 fine to the Union for each day until the failure is corrected.

- E. All refunds of member dues will be handled by the Union.
- F. 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. All shift openings, regular work assignments, and job opportunities shall be posted for at least three (3) 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.

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 7 ½ hours per day shall be entitled to one fifteen (15) minute uninterrupted rest period with pay during each four (4) hours of work, and each employee shall receive an uninterrupted unpaid 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.

Article 8: Health and Safety

The Employer agrees to observe all standards regarding safety as applies to State and Federal law. The Company 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.

Article 9: Uniforms

The employees are required to wear Company shirts. The Company will provide to each employee five (5) company shirts to wear during work time. Those employees working in the Club areas are required to wear black pants. The Company is not responsible for providing the employees with black pants as part of the employee's uniform.

Article 10: Discipline/Discharge

- A. The Employer shall discipline or discharge employees only for just cause. 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 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 eighteen (18) months from the date of issuance. Any employee shall have the right to inspect his/her personnel file, upon request to the identified Company 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.

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 seven (7) working days of their occurrence or discovery, whichever is later, but no more than five (5) working days from the date of occurrence in the case of discharge. In the case of discharge, if a grievance is not filed within said five (5) working days, the Union shall have an additional fifteen (15) working days to file a grievance, but in such case any award of back pay or other remedy shall not apply for any period of time prior to the date the grievance is actually filed.
- B. 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 Company representative shall meet with a Union steward or Union representative within seven (7) 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 seven (7) working days of such meeting. If the moving party is not satisfied with the results, it may appeal to step two by giving written notice of its intent to do such within five (5) working days.
 - 2. Step 2. The Employer's identified Company representative shall meet with a representative of the Union within seven (7) working days of receipt of the written appeal and attempt to resolve the dispute. The party receiving the written grievance shall give the moving party a written response within seven (7) working

days of such meeting. If the moving party is not satisfied with the results, it may appeal to step three by giving written notice of its intent to do such within fifteen (15) working days.

3. Step 3. 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 five (5) 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.

Article 12: Eco Pass

The Company 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. The parties shall meet once the Company knows when United Airlines will issue Request for Proposal (RFP) to negotiate the wage and fringe benefit terms of the Agreement for the period commencing January 1, 2015.
- B. Upon Ratification of the Agreement:

The Company agrees to pay a ratification bonus of \$200 to each bargaining unit employee as follows:

July 1 - \$100

November 1- \$100

This bonus will be treated as wages with all applicable legal deductions made.

Article 14: 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 Company.

Article 15: 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 lay off employees because of lack of work or other legitimate reasons.

Article 16: 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.

Article 17: Complete Agreement

The Company and the Union agree that the contract as written, plus attachments, constitutes the entire Agreement between the Company and the Union. Both the Company 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 18: Term of Agreement

This agreement is hereby made effective July 1, 2014 and expires June 30, 2017. 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.

For the Employer**ABM**

Date Signed**For the Union****SEIU Local 105**

Date Signed

RETENTION OF BENEFITS AGREEMENT

It is hereby agreed by and between **Flagship Airport Services, Inc.** (hereinafter the Employer) and the Service Employees International Union, Local 105, that if the Employer is awarded the janitorial contract for United Airlines contract at DIA, the following conditions will be followed:

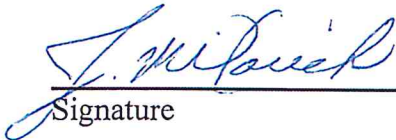
It is agreed and understood that the Employer is obligated to continue to employ existing bargaining unit employees. It is further agreed that the Employer will recognize each employee's seniority from their original date of hire at DIA and at a minimum the wages and benefits outlined in the current Collective Bargaining Agreement Side Letter.

This Agreement applies only to the United Airlines contract at DIA. If Flagship Airport Services, Inc. is not awarded this Contract, this Agreement is void.

FOR The Employer

Jim Mikacich

Printed Name



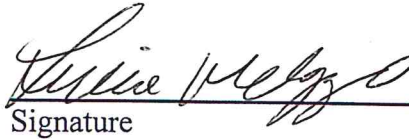
Signature

Date: May 10, 2016

FOR The Union

Lucia Melgarejo

Printed Name



Signature

Date: 5/10/16