

CONTRACT

SEIU

LOCAL 105

AND

ABM®

Building Value

ABM AVIATION, INC.

EFFECTIVE

August 1st, 2020 - July 31, 2023

AGREEMENT

BETWEEN

ABM AVIATION, INC.

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 105**

EFFECTIVE

August 1, 2020 – July 31, 2023

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AGREEMENT

Denver International Airport (DIA)

This Agreement is between ABM Aviation, Inc. (the “Employer”) and SEIU Local 105 (the “Union”).

Article 1. Recognition

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all of its airline-contracted passenger services and cabin cleaning employees, exclusive of parking and shuttle employees, employed at Denver International Airport (“DIA”). This agreement shall include, but not be limited to, the job classifications of Baggage Handler, Security Service, Vendor Behind Counter (VBC), TSA Assist, Lobby Guard at Chelsea Kitchen, Amenity Cart Support, Wheelchair Agent, BSO Agent and Skycap. This Agreement shall be governed by the laws of the Railway Labor Act (“RLA”), subject to the provisions of Appendix A.
- 1.2 Within one week of notification that the Employer has obtained additional accounts except Temporary Accounts, within the scope of this Agreement, the Employer shall

notify the Union in writing of the additional work and the date on which it is to commence performing such work.

1.3 This Agreement shall govern any such additional work to which it may lawfully apply. The Employee Free Choice Procedure (“EFCP”), attached as Appendix B, shall apply to any additional work which may not be lawfully accreted to the bargaining unit under this Agreement. Upon union recognition pursuant to the EFCP, this Agreement shall apply.

1.4 It is agreed that all work performed by the Employer will be performed solely by bargaining unit employees. Managers may temporarily perform bargaining unit work when required due to operational needs or for training purposes to ensure efficient service to airline customers. At no time will managers be used to supplant the use of bargaining unit employees.

Article 2. Union Security and Check-Off

2.1 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the 31st day following the date this Article

applies to their work-site or their employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

2.2 Upon receipt by the Employer of a letter from the Union requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, he or she shall be discharged within 15 days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within 10 days after written notice of the determination has been given to the Employer.

2.3 The Employer shall be responsible for all revenue lost by the Union by reason of any failure to discharge an employee who is not a member of the Union if the Union has so requested in writing.

2.4 The Employer agrees to deduct each pay period the appropriate amount of dues initiation fees, agency fees and Committee On Political Education “COPE” contributions from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary authorization forms. At the time of hire the Employer shall give to the new employees a packet, provided by the Union, containing a Union membership application form, and a check-off authorization form. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

2.5 An employee may revoke this authorization by sending written notice to the Employer and to the Union during a period often (10) days starting one (1) year from the date of this authorization or subsequent to the date of termination of the Union’s contract with the Employer, whichever occurs sooner. This authorization shall be automatically renewed from year to year, even if an employee resigns union membership, unless revoked as herein provided.

2.6 The Employer shall maintain accurate employee information and transmit dues, initiation fees, COPE contributions and all other legal assessments deducted from employees' paychecks to the Union electronically, unless the Union directs in writing that funds be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the funds are transmitted, the amount of the payment(s) for each employee, the employee's wage rate, the employee's date of hire, the employee's site or site change, whether the employee is part-time or full-time, the employee's social security number, the employee's address, the employee's phone number, and the employee's classification. The Union shall offer training to the Employer concerning electronic transmissions.

2.7 By the 25th day of each month, the Union shall receive an electronic list of all current Employees covered by this Agreement, which shall include each:

- Employee's full name,
- Home address,
- Home phone number and cell phone numbers (if provided to Employer),
- Work e-mail addresses and personal e-mail addresses (if provided to Employer),

- Job title,
- Employee identification number,
- Hourly rate of pay,
- Hire date, and
- Seniority date.

2.8 If the Union does not receive or believes any required list is incorrect or incomplete, the Union will give notice to the Employer within seven (7) days. The Employer shall provide an updated list within seven (7) days. The Union and Employer agree to work together in good faith to resolve any remaining discrepancy.

2.9 If the Union does not receive dues or fees on behalf of any employee or believes the amount of such dues or fees remitted is incorrect, the Union will give notice to the Employer within seven (7) days. If the Union and the Employer agree that Employer has made a clerical error in the deduction for dues or fees, the amount will be adjusted by the Employer within a reasonable period of time.

2.10 The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that shall arise against the Employer for or on account of any provision of this Article.

Article 3 - Hours and Overtime

- 3.1 The Employer shall establish a regular workweek. Any work performed over forty hours in a week or twelve (12) hours in a day, regardless of the job performed, shall be paid at time and one-half the employee's regular rate of pay.
- 3.2 The Employer shall be free to set the hours of employment. The Employer shall offer as many forty (40) hour per week schedules as possible and as accepted by the employees. A normal work week for full-time Employees shall consist of no less than thirty-two (32) hours per week. The Employer shall have the right to hire part-time employees based on operational needs.
- 3.3 Full-time employees shall not be scheduled to work less than six (6) hours per day. Each workday an employee actually reports to work he or she shall be paid a minimum of four (4) hours pay unless the employee is removed from work for disciplinary reasons. Employees shall not be sent home early without mutual agreement.
- 3.4 Any employee who is required by the Employer to remain on the job site shall be

paid for all such time, including overtime, regardless of whether work is performed.

- 3.5 All wages, including overtime, shall be paid in accordance with the Employer's current payroll practices.
- 3.6 To the extent possible, the Employer shall provide notice of changes in regularly scheduled shifts at least one week in advance. The Employer shall provide 72 hours' notice of any short-term changes unless impractical.
- 3.7 Employees scheduled to work eight (8) or ten (10) hour shifts shall be given two (2) ten (10) minute paid breaks (one break during each half of the shift) and a thirty (30) minute unpaid lunch period, mid shift to eat their lunch. Employees forced to work through their breaks shall be provided a break at another time as soon as possible or paid time and a half if their workday or workweek exceeds the hours provided in Article 3.1 above.
- 3.8 With the understanding that the Employer does not control the work premises, the Employer shall take reasonable measures to provide adequate break rooms. If an employee break room is not available, Employees shall

not be disciplined for taking their breaks or eating in any public or common area of the terminal and/or area where they work where eating is permitted by the Employer's client or Airport/Terminal regulations.

- 3.9 Where possible, the Employer shall provide adequate opportunity for employees to clock-in and clock-out near where they begin and end their work shift.

Article 4 - Contractor Transition

- 4.1 When assuming or acquiring a new account or contract within the scope of this Agreement, the Employer shall hire the incumbent employees and maintain the same number of employees (and their hours) as were employed at the account by the predecessor employer, except that the Employer may reduce the staffing level on takeover of the account if the Employer can demonstrate a commensurate, appreciable decrease in the work to be done or a different more efficient method to perform the required work. Any such reduction shall be by inverse order of seniority. For purposes of this Article, the Employer shall hire based on the predecessor employer's staffing levels in effect ninety (90) days prior to the contractor transition date,

except where there were increases in the staffing levels during that period resulting from customer requirements. If the Employer adds employees to any job in anticipation of being terminated from that job it shall be required to place the added employees on its payroll permanently.

- 4.2 Employees hired by the Employer shall be given credit for length of service with the predecessor employer(s) as set forth in Article 12. Employees hired on takeover shall not have their rates of pay or hours of work reduced.
- 4.3 The Employer shall notify the Union in writing within two (2) business days when it receives written cancellation of an account or part of an account. Within five (5) business days of such cancellation notice, the Employer shall provide to the Union a list of all affected employees and their Employee Information.
- 4.4 The Employer shall provide the Union within seven (7) business days of assuming an account a list of all affected employees and their Employee Information.

- 4.5 If the Employer takes over jobs subject to a Rider Agreement, it shall assume and be bound by the remaining terms of any such Rider Agreement. The Union shall provide such Riders to signatory employers invited to bid on affected work.

Article 5 - Management Rights

- 5.1 The Union recognizes it is the exclusive right of the Employer to operate and manage the facility, including but not limited to the right to establish and require standards of performance; to maintain order and efficiency; to direct employees; to determine job assignments and working schedule; to determine the materials and equipment to be used; to implement new and different operation methods and procedures; to determine staffing levels and requirements; to determine the kind, type, and location of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, or curtail the whole or any part of the operation; to subcontract work; to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees; to layoff and recall employees; to require overtime work of employees and to promulgate and enforce rules, regulations,

and personnel policies and procedures; provided that such rights, which are vested solely and exclusively by the Employer, shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and cannot be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the specific language of this Agreement may be administered by the Employer at its discretion in accordance with such policies and procedures as it from time to time shall unilaterally determine and implement.

Article 6 - Union Representatives

- 6.1 The Union shall have the right to appoint up to eight (8) Shop Stewards. Shop Stewards shall carry out such assignments as are given to them by the Union, but they shall not interfere with the management of the establishment or direct the work of any employee. The Employer shall be notified of the appointment of a Shop Steward and shall be advised of changes. A Shop Steward may conduct Union business and/or communicate with employees about Union business so long as it does not interfere with work.

- 6.2 With reasonable notice, the Employer agrees to facilitate the Union's access to employees or groups of employees at the Airport.
- 6.3 When the Employer conducts any meeting or training with newly hired employees, the Union will be given 30 minutes during such meeting or training to address employees and provide an orientation to the Union. Outside of such meetings or trainings, Shop Stewards shall be given an opportunity on non-work time to meet with new employees to provide information on the Union, and the parties agree this will be unpaid time for both the newly hired employee(s) and the Shop Steward.
- 6.4 Where possible, the Employer shall furnish a bulletin board at a conspicuous site in those Employer's sites where a bulletin board is practical and permitted by the customer, and in those circumstances, shall permit representatives of the Union to post notices pertaining to Union affairs on the bulletin board.

Article 7 - Probation Period and Termination

- 7.1 Employees hired on or after the effective date of this Agreement shall undergo a ninety-day probationary period, except those hired as a result of a contractor transition as regulated in Article 4. The Employer shall notify the Union in writing of any employees so hired.
- 7.2 Probationary employees may be disciplined or terminated during his/her probationary period at the discretion of the Employer without recourse to the Grievance and Arbitration procedure in Article 11. The Employer will notify the Union of any employees discharged during the probationary period.

Article 8 - Wages

- 8.1 The wages below are in compliance with the City and County of Denver's Minimum Wages for all employees of the City, City contractors, and workers employed on City property, including employees working at DIA.
- 8.2 The current minimum pay rate for all positions not classified as tipped is \$14.00.

This minimum rate shall be increased as follows:

Jan 1, 2021 - \$14.77

July 1, 2021 - \$15.00

Jan 1, 2022 - \$15.87

- 8.3 No wages shall be reduced as a result of this Agreement.
- 8.4 Employees on overnight shifts shall receive an extra \$1.00/hour. Employees classified as Leads shall receive an extra \$1.00/hour.
- 8.5 The minimum pay rates for employees classified as “tipped” employees shall be in accordance with applicable law. The Employer shall not threaten or discipline any employee due to the employee accurately reporting the tips they received or instruct employees to report an inaccurate amount of tips.
- 8.6 The Employer will provide an Eco-Pass to all bargaining unit employees through December 31, 2020. The parties shall negotiate this provision for any time period after December 31, 2020, and Article 16 shall be open for this issue only during said negotiations.

Article 9 - Separability

- 9.1 It is the belief of the parties hereto that all clauses and provisions of the Agreement are lawful; if, however, any portion of this Agreement is determined by a court of competent jurisdiction or proper governmental agency to be in contravention to any State, Federal law, or city, county or local ordinance, such decision shall not invalidate the entire Agreement. In such case, it is the express intention of the parties that the remainder of this Agreement shall remain in full force and effect, and the parties agree to negotiate, if possible, a substitute for those portions, which are deemed invalid.
- 9.2 No provision of this Agreement is retroactively effective unless expressly specified.

Article 10 - Discipline and Discharge

- 10.1 The Employer shall not discipline or discharge any employee without just cause. All disciplinary and discharge actions are appealable through the Grievance and Arbitration procedure set forth in Article 11 of this Agreement.

- 10.2 Any discipline should be issued in writing as soon as practical but no later than within seven (7) calendar days from the date of the alleged incident. Should the Employer need additional time to complete an investigation, discipline shall be issued no later than seven (7) calendar days from the date of completion of the investigation into the misconduct, so long as the investigation is completed within fourteen (14) business days total and so long as timely notice with an explanation of the reason for the extended investigation is provided to the Union within the original seven (7) days. Employees shall not be coerced or forced to sign any documents. By signing a disciplinary write up the employee only acknowledges receipt. All employees shall receive written notice of all disciplinary actions at the time when the discipline is issued. Such notice shall state the alleged violation, the date, and the disciplinary action being imposed.
- 10.3 Upon the request of an employee, a representative of the Union, either a Union staff person or a Shop Steward, shall have the opportunity to be present for all investigatory meetings involving employees.

- 10.4 Disciplinary actions, excluding unexcused absences and tardiness shall not be relied upon for purposes of progressive discipline if the employee does not receive any discipline for a period of twelve (12) consecutive months following the last issuance of discipline; except that for suspensions or final warnings the period shall be eighteen (18) consecutive months from the date of the suspension or final warning.
- 10.5 If the Employer's customer demands the removal of an employee from the Employer's account, the Employer may remove the employee from further employment at the account. The Employer will advise the Union of the information it has relating to the customer's complaint and make reasonable efforts to secure from the customer a written confirmation of the customer's request. The Employer agrees that if an employee is removed the Employer shall provide the Union with any written communications from the customer outlining the reasons for removal. A management official other than the employee's direct supervisor shall confirm that the customer made the request without instigation by the Employer. The Union may challenge the bona fides of the Employer's claim that the customer has

demanded removal and has done so without Employer instigation. With respect to an employee removed pursuant to a customer request, unless the Employer has just cause to discharge the employee, the Employer will offer the employee a job for which the employee is qualified at another account with as little dislocation for the employee as is feasible at comparable pay or benefits. If the job offered by the Employer is not at comparable pay and benefits, the employee may choose to place their name on a waiting list for a period for three (3) months for a job at another account with comparable pay and benefits.

Article 11 - Grievance and Arbitration Procedure

- 11.1 During the term of this Agreement, all disputes and grievances shall be settled as quickly as possible by the Grievance Procedure provided herein.
- 11.2 For the purpose of this Agreement, a “grievance” is defined as any dispute between the Employer and the Union regarding only the meaning or application of or performance of the Employer under this Agreement, presented to the Employer by the Union in

writing within fourteen (14) calendar days after it occurred, or when the employee or Union became or should have become aware of it.

11.3 An employee and/or Union Representative may consult directly with an Employer-Supervisor for the purpose of resolving any complaints. In any case where the Union is not satisfied with respect to the disposition of a matter regarding the meaning or application of any provision of this Agreement, the Union may submit the complaint as a grievance within the time set forth in paragraph 11.2 above. The grievance will state a summary of the facts, the specific portion of the Agreement allegedly violated, and the date the alleged violation occurred. If requested, either party will provide additional details and/or clarification regarding the subject of the grievance.

11.4 Procedure

11.4.1 Step One: The Employer and the Union shall hold a meeting on unresolved grievances no later than fourteen (14) calendar days after the filing of the written grievance. The Step One meeting shall be held with the Shop Steward or Union

Organizer and the grievant. The Employer representative shall issue his/her answer to the grievance, in writing, within fourteen (14) calendar days of the Step One meeting. If the Union is not satisfied with the response, the Union may request the grievance proceed to Step Two. Such a request must be made no later than seven (7) business days after the Employer's Step One response. The Union shall arrange for interpretation for any employee who does not speak English, likely from another employee. The Employer agrees to compensate the employee at their regular rate for time spent providing interpretation. If an interpreter is not immediately available, the meeting shall be rescheduled by mutual agreement for up to fourteen (14) additional calendar days to ensure that an appropriate interpreter is made available. If the interpreter is an Employee, they will be required to sign a confidentiality agreement.

- 11.4.2 Step Two: The Step Two meeting shall be held no later than fourteen (14) calendar days following the Union's request for a Step Two meeting, unless mutually agreed by both parties. At this meeting the Union internal Organizer, the grievant, and the Shop Steward,

shall meet with the Manager or Labor Liaison or Human Resources Representative of the Employer, or with the Employer's designated representative. Said Employer representative will provide the Union with the Employer's answer to the grievance at Step Two, in writing, within fourteen (14) calendar days of the Step Two meeting. If the dispute is not resolved at the Step Two meeting, the Union may notify the Employer, in writing, within fourteen (14) calendar days of the Step Two answer, of its desire to proceed to arbitration.

- 11.4.3 Voluntary Mediation: Once a Step Two grievance has been responded to or the Employer has failed to meet within 14 calendar days of the Step Two request, an issue may be submitted by mutual agreement to mediation. A grievance may be referred to mediation by either party following a timely appeal to arbitration. The mediator shall be selected after a request to the Federal Mediation and Conciliation Service. The mediator shall serve for a one-day session and is thereafter subject

to removal by either party.

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

Attendance at the mediation sessions may include:

Union:

Spokesperson
Assigned Union Representative
Grievant

Employer:

Spokesperson
Company Representative
Operations Representative

Neither legal counsel for either party, nor court reporters, or recording devices shall be allowed to be present at the proceedings. Employer Human Resources representatives who have law degrees shall be allowed to participate.

The mediation proceedings shall be entirely informal in nature. The

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

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

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

If settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how he/she thinks the grievance would be decided if it

went to arbitration. Said opinion will not be final and binding, but rather advisory. The mediator's opinion shall be given orally together with a statement of reasons for such.

Either party will be free to return the dispute to arbitration.

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

All grievances not settled at a grievance meeting shall be subject to arbitration as provided for below.

- 11.4.4 All grievances not settled at a grievance meeting shall be subject to arbitration before an arbitrator selected from a list of seven (7) potential arbitrators provided by the Federal Mediation and Conciliation Service, either by the parties mutually agreeing on an arbitrator from the list, or alternately striking arbitrators until

one (1) arbitrator remains. Written demand for arbitration must be sent to the Employer by the Union within fourteen (14) days of the Step Two answer, unless the Parties agree otherwise. If the grievance goes to mediation as outlined above the written demand for arbitration must be sent within fourteen (14) days of the date of the mediation, unless the Parties agree otherwise. The demand for arbitration must be based upon the written grievance that was filed in accordance with Paragraph 10.3 above, and the issue before the arbitrator must be based on that written grievance.

- 11.5 The Arbitrator shall issue a written decision, which shall be final and binding on the parties. The parties shall share equally the Arbitrator's fees and hearing room costs, but costs such as witnesses, and other such items shall be borne solely by the party incurring such costs. In all arbitration proceedings, the following shall apply:
- (a) The arbitrator shall not have the power to add to, delete from or modify the provisions of this Agreement.

- (b) The decision of the arbitrator shall be final and binding upon both parties.
- (c) The costs of arbitration shall be shared equally between the Employer and the Union.

11.6 Grievants and witnesses attending grievances meetings, but not arbitration hearings, during their regularly scheduled hours shall be paid during such attendance if they are current employees at the time of the hearing.

11.7 The procedure outlined herein shall be the sole and exclusive method for the determination of all such issues between the Union and the Employer. The Arbitrator shall have the power to grant any remedy to correct a violation of this Agreement, including but not limited to, damages and mandatory orders.

11.8 All claims under this Agreement may only be brought by the Union or Employer alone and no individual employee shall have the right to compromise or settle any claim without the written permission of the Union.

11.9 The Employer agrees that, in the event the Union initially declines to pursue a grievance to arbitration concerning the suspension or discharge of an employee, the time strictures for filing for arbitration shall be tolled pending the employee exhausting his or her appeal rights pursuant to the Union's Constitution and Bylaws, provided the following requirements are satisfied: (i) prior to the time for submitting the matter to arbitration as set forth above, the Union sends a written notice to the employee advising him/her of the right to appeal the Union's decision not to advance the grievance to arbitration, and the Union provides the Employer with a copy of that Appeal Notice; and (ii) the Union files for arbitration within the earlier of sixty (60) days following the date of the Appeal Notice or 10 days following the Union's decision to grant the employee's appeal and pursue the grievance to arbitration.

11.10 Timelines: The time limitations specified in the grievance procedure may be waived by mutual consent of the Employer and the Union in writing.

In the event the Company fails to respond at any step of the grievance procedure, the grievance shall automatically proceed to the

subsequent step. Should the Union fail to meet any of the time limits herein, the grievance shall be considered dismissed and withdrawn.

Article 12 – Seniority

12.1 Definitions:

12.1.1 (A) “Airport Seniority Date” shall be defined as the first day of continuous service with the current employer and any predecessor employer(s) at DIA.

(B) “Employer Seniority Date” shall be defined as the first day of continuous service with the current employer and any predecessor employer(s), signatory to this Agreement at the time the predecessor employer loses a contract with the customer at the Airport.

Airport Seniority and Employer Seniority apply as indicated in Section 12.3 below.

- 12.1.2 A “Site” shall be defined as a passenger terminal, cargo warehouse or cabin cleaning site within DIA.
- 12.1.3 A “Classification” is the classification or department as defined by the Employer.
- 12.1.4 Employees may obtain positions by seniority only if they are capable of performing the work and meet all written, pre-existing qualifications of the Employer and the customer.
- 12.1.5 Seniority shall continue to accrue while an employee is on leave of absence for less than three (3) months. An employee shall not accrue seniority while on layoff.
- 12.1.6 Seniority rights are lost if any employee:
- (a) quits;
 - (b) is discharged for just cause;
 - (c) fails to report to work within seventy-two (72) hours after

receipt of a written notice of recall sent by the Employer to the employee at his/her last address or record on file with the Employer;

- (d) is laid-off or absent due to a workers compensation claim for more than twelve (12) months or for the period of the employee's length of service, whichever is less;
- (e) is absent for a period of three (3) consecutive working days without notifying the Employer;
- (f) fails to report to work at the expiration of a leave of absence pursuant to this Agreement without authorization; or
- (g) takes replacement employment elsewhere during the period of a contractual leave of absence, other than Union leave, to which the Employer reasonably objects.

12.1.7 An Employee whose seniority is lost for any of the reasons outlined in Paragraph 12.1.6 above shall be considered as a new employee if he/she is again employed by the Employer. The failure of the Employer to rehire said Employee after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

12.2 Seniority list:

12.2.1 The Employer shall post a seniority list at a conspicuous place at the Employer's on-site office, with a copy furnished to the Union, upon request.

12.2.2 If the Union and the Employer disagree on an employee's seniority date, the issue may be resolved through the grievance and arbitration procedure.

12.2.3 The seniority list shall be updated quarterly and provided to the Union.

12.3 Applications of Seniority:

- 12.3.1 Vacant positions: The Employer shall post all vacant positions (including vacancies on particular shifts and/or schedules) for seven (7) calendar days and send a copy to the Union. The position shall be awarded to the qualified bidder with the highest Airport Seniority.
- 12.3.2 Layoffs due to a reduction in force or reduction in hours due to reduced work shall be in inverse order of Airport Seniority at the site and in the classification provided the remaining employees have the requisite knowledge, skills, ability and experience to perform the remaining work. Recalls and increased hours shall be in order of seniority, so long as the employee is capable of performing the work.
- 12.3.3 Except where operationally impracticable, overtime shall be offered to employees in the classification who sign a list volunteering for overtime. Overtime shall be awarded equitably among

the volunteers. In the event there are no volunteers, qualified employees working less than forty (40) hours per week shall be required to work any additional hours before overtime is assigned. In the event no such employees are available, the Employer may direct employees to work overtime in inverse order of Airport Seniority in that classification. The employee can reject the mandatory overtime if she/he has a personal or family emergency that makes her/his ability to work overtime that day not possible. The employee shall present documentation within three (3) working days of the emergency.

- 12.3.4 Classification-wide shift bids: The Employer shall post all available shifts and employees in the given job classification shall select their preferred shift in order of Airport Seniority Date.
- 12.3.5 Employer Seniority shall apply to eligibility for employer benefits.

Article 13 - Time Off

- 13.1 Holidays. Employees shall be paid time-and-one-half his/her regular rate of pay for all hours worked on the following holidays:

New Year's Day
Martin Luther King Jr Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The Employer shall make a good faith effort to accommodate up to three (3) concurrent employee requests per classification, in order of Airport Seniority, for an unpaid full shift of time off for observance of the holidays listed below:

Eid al-Fitr
Eid al-adha
Fasika/Easter
Addis Amet/
Ethiopian New year
Gena

An employee granted time off for one of the holidays listed above would go to the bottom of the seniority list for purposes of holiday time off for the rest of that calendar year.

- 13.2 Pursuant to the State of Colorado’s “Healthy Families and Workplaces Act”, through December 31, 2020, the Employer shall provide each of employee paid sick leave for reasons related to the COVID-19 pandemic in the amounts and for the purposes specified in the federal “Emergency Paid Sick Leave Act” in the “Families First Coronavirus Response Act”.
- 13.3 Pursuant to the State of Colorado’s “Healthy Families and Workplaces Act”, effective January 1, 2021, the Employer shall provide paid sick leave to employees, accrued at one hour of paid sick leave for every 30 hours worked, up to a maximum of 48 hours.
- 13.4 Employees begin accruing paid sick leave when the employee’s employment begins. Employees may use paid sick leave as it is accrued and may use up to 48 hours of sick leave a year. Employees may carry forward and use in subsequent calendar years up to 48 hours of paid sick leave that is not used in the year in which it is accrued.

- 13.5 Employees may use accrued paid sick leave to be absent from work for the following purposes:
- 1.1.1 The employee has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
 - 1.1.2 The employee needs to care for a family member who has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
 - 1.1.3 The employee or family member has been the victim of domestic abuse, sexual assault, or harassment and needs to be absent from work for purposes related to such crime; or
 - 1.1.4 A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency,

necessitating the employee's absence from work.

- 13.6 In addition to the paid sick leave accrued by an employee, the Employer will provide employees an additional amount of paid sick leave during a public health emergency in an amount based on the number of hours the employee works pursuant to the Colorado Healthy Families and Workplaces Act.
- 13.7 Employees who are on approved leave under the Family Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA) or similar state leave law must use all accrued, unused sick leave toward such leave up to the cap set forth in Section 13.4, but may use paid sick leave for such purposes in minimum increments of four (4) hours unless the employee has been pre-approved for intermittent leave under the FMLA. Pre-approved intermittent FMLA may be take in minimum increments of one (1) hour.
- 13.8 Vacation. Employees shall be provided paid vacation according to the following schedule:
- 13.8.1 Employees shall be entitled to one (1) vacation week (based on the employee's regular work schedule) per year up to forty (40) hours

granted to the employee on the first-year anniversary of his/her seniority date; and then

13.8.2 Two (2) vacation weeks up to eighty (80) hours per year beginning the calendar year immediately following an employee reaching the five (5) year anniversary of his/her seniority date.

13.8.3 No vacations may be scheduled during the week of Thanksgiving (through the Wednesday after Thanksgiving) or the weeks of Christmas and New Year's Day.

13.9 Mutuals. Employees shall be permitted to trade workdays and shifts upon written approval from the Employer. Employees must be trained and qualified for the position they are filling. Employees are responsible for the obligations incurred as a result of such agreed upon trades. Employees may not make such trades if it would require the employee to work more than forty (40) hours per workweek.

13.10 Jury Duty Leave. The Employer encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no

circumstances will employees be deprived of any benefits of employment, terminated, threatened, harassed, or coerced because they request or take leave in accordance with this policy. Employees will receive their regular compensation up to fifty dollars (\$50) per day, unless otherwise agreed to by the Employer, during the first three (3) days of jury service. Any additional time off for jury duty will be without pay. Employees seeking compensation for jury duty leave must provide a juror service certificate from the court as soon as practical. The Employer will compensate the employee in accordance with this policy within 30 days of receiving the service certificate. Employees should provide their supervisor with notice of any jury summons or subpoena within a reasonable amount of time after receipt and before their appearance is required.

- 13.11 Bereavement Leave. Upon working for the Employer for 90 days, employees become eligible to take paid and unpaid bereavement leave to make arrangements for and attend a funeral for certain family members. In the event of the death of an immediate family member, an eligible employee may be granted up to three(3) consecutive days off with pay and up to two additional days

off without pay. For the purpose of this policy, “immediate family member” includes spouse, domestic partner, child (natural or step), parent (natural or step), sibling (natural or step), grandparent, and grandchild. In the event of the death of a near relative, an eligible employee may be granted one day off with pay and up to two additional days off without pay. For the purpose of this policy, “near relative” includes aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, and nephew.

Article 14 - Health Insurance

- 14.1 The Employer shall continue to offer health insurance to its employees under its current policy, which may change from time to time, so long as any changes are put into effect company wide.

Article 15 – Retirement

- 15.1 The Employers shall continue to offer 401k and/or pension plan participation to its employees under its current policy, in accordance with the plan provisions. The Company and its plan administrator(s) shall have complete discretion over the administration, design and features of such plan, so long as any

changes are company-wide.

Article 16 - No Strikes or Lockout

- 16.1 The Union shall not engage in, encourage or support a strike, slowdown, walkout, sit-down, picketing, stoppage of work, retarding of work or boycott by the employees covered by this Agreement during the term of this Agreement. The Employer shall not lock out employees during the term of this Agreement.
- 16.2 The Union may not engage in a sympathy strike and the employees may not refuse to work by honoring picket lines, except employees may honor lawful picket lines set up by Local 105 concerning disputes arising from DIA.
- 16.3 Employees shall not be required to perform struck work, that is, perform duties usually performed by employees who are on strike.
- 16.4 Any dispute arising from this Article shall be resolved through the grievance and arbitration procedures in Article 11. The Employer may apply to any arbitrator listed in Section 11.5.3 for an immediate restraining order and/or injunction by providing written

notice to the union not less than 24 hours in advance. The arbitrator shall be empowered to grant injunctive or other appropriate provisional relief. The Union agrees to immediately comply with any order issued by the arbitrator.

Article 17 - Fair Employment and Safety

- 17.1 There shall be no discrimination against any employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, gender identity, union membership, or any other characteristic protected by law.
- 17.2 The Employer shall provide and maintain a safe and healthy workplace for all employees, and the Employer shall comply with all federal, state and local laws and regulations relating to health and safety. If the Employee believes that there is a real and imminent danger of death or serious injury, the Employee shall not be disciplined for asking the Employer to correct the hazard or, if the Employer refuses to correct the hazard, for asking the Employer for an alternative assignment. Employees shall be allowed short additional breaks to warm up throughout performance of outside duties during inclement weather.

- 17.2.1 During the COVID-19 pandemic, the Employer shall provide PPE to all Employees, including face masks, gloves, disinfecting materials and hand sanitizer, and shall enforce strict social distancing guidelines at all times. Wheelchairs shall be disinfected between each use.
- 17.2.2 The Employer 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 and other health hazard/exposure issues.
- 17.2.3 The Employer will ensure breakroom and clock in/out areas are disinfected in compliance with CDC guidelines. The Employer will stagger breaks or provide alternate areas for breaks and lunch, in order to practice social distancing at all times while at work.
- 17.2.4 The Employer shall notify employees about a potential or confirmed case of COVID-19 at the worksite within 24 hours and shall immediately send the Union a copy of any letter sent to employees.

- 17.3 No employee shall be assigned an unreasonable workload.
- 17.4 When airlines make planned reductions in permanent service schedules (such as seasonal fluctuations or elimination of scheduled flights), the Employer may reduce regularly scheduled hours. In such cases, the Employer will provide advance notification to the Union within a reasonable time period upon notification by the contractor's customer. The Union, upon receiving notice of such proposed change, agrees to meet with the Employer concerning a reduction in total hours of work.
- 17.5 When unplanned flight delays or cancellations result in a temporary reduction in the need for service, the Employer may make corresponding reduction in schedules on the impacted shift(s) or work group(s), provided said reductions are applied in reverse order of seniority in the classification.
- 17.6 The Employer shall not subcontract, transfer, lease or assign, in whole or in part, to any other entity, person, firm, corporation, partnership, or non-unit work or workers, bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit

for purposes of circumventing the terms of this Agreement.

- 17.7 To the extent permitted by law, this agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement.
- 17.8 In order to improve service to passengers requiring wheelchairs, as well as to protect Employee health and safety, the Employer shall take reasonable measures to ensure that wheelchairs are maintained in proper repair, with working brakes, hand grips, foot rests, tires, and without tears or other damage to seats or backrests. Employees shall immediately notify the Employer of any wheelchair requiring repair or replacement.
- 17.9 Employees will not be required to push more than one wheelchair at a time and will not be required to handle luggage equipment such as carts at the same time as wheelchairs are being pushed.

- 17.10 The Employer will furnish at no cost to the Employees a sufficient number of appropriately fitting uniforms to be worn during work hours. The Employer will replace soiled and worn uniforms as needed and as reasonably determined by the Employer. Furthermore, the Employer will furnish appropriate pants, coats, jackets, gloves and rain gear to all employees who are required to work outside during inclement weather, and short-sleeved uniforms for hot weather. For employees whose assignments require their use, the Employer will furnish safety vests.
- 17.11 The Employer agrees to provide and to label and maintain properly equipment and materials adequate to perform any and all work assignments, as required by law.
- 17.12 The Employer will provide all necessary supplies and personal protective equipment free of charge. The Employer shall furnish and maintain all such items and to replace such items as needed to keep up with regular wear and tear.
- 17.13 With the understanding that the Employer does not control the work premises, the Employer shall make reasonable measures to

have aircraft heated or cooled, as appropriate, when employees are working in them.

Article 18 - Labor Management Committee

- 18.1 The Union the Employer shall create a labor-management committee consisting of Union representatives, selected by the Union, and management representatives. The Committee shall meet quarterly but may meet more often by mutual agreement. It shall seek to resolve workplace problems and improve passenger service and employee health and safety. The parties shall choose their own reasonable number of representatives to attend these Labor-Management meetings. Employees who attend such meetings shall be paid by the Employer at his/her regular rate of pay. Such meetings shall be limited to two (2) hours in length, unless extended by mutual agreement.

Article 19 - Leaves of Absence

- 19.1 Upon fifteen (15) days advance written notice by the Union, the Employer shall provide up to three (3) designated employees within one year with an unpaid leave of absence

for up to three (3) months for union-related activities, where practicable, provided that such leave shall not be unreasonably denied. Employees shall continue to accrue seniority for the length of such leave. The Union may meet with the Employer if it seeks additional lost-time employees or to extend the leave of employees already on such leave. Upon such leave, the Employee must surrender his/her airport identification to the Employer and may not demonstrate wearing company attire. Where re-badging is required, the Union and the Employer will cooperate and schedule necessary appointments so that the employee's return may be implemented, to the extent practicable, on the date the leave is scheduled to conclude, and the Union shall reimburse the Employer for fees actually incurred by the Employer to complete the re-badging.

In addition, upon receiving a 15-day advance written notice, the Employer would release up to ten (10) employees, with no more than two (2) employees from each job classification, per year for up to two-day increments for group training sessions or Union-sponsored events. Such leave requests will not be unreasonably denied, and the Employer shall provide a written rationale for any denials.

19.2 The Employer shall comply with all applicable federal, state and local law concerning family or medical leave and other time off issues.

Article 20 - Most Favored Nations

20.1 In the event the Union enters into a collective bargaining agreement with a competitor of the Employer DIA, the terms or conditions of which are more favorable to the competitor than the terms contained in this agreement, the Employer shall have the option of accepting the package of terms and conditions of that CBA in place of those in this Agreement.

Article 21 - Termination and Renewal

21.1 This Agreement shall become effective on August 1, 2020 and continue in full force and effect until July 31, 2023. Upon expiration of the Agreement, the Agreement shall remain in effect until a successor Agreement is executed, unless either party provides ten (10) days written notice terminating the Agreement.

21.2 This Agreement is subject to renegotiation upon the request of either party under the following circumstances:

- (a) The City and County of Denver modifies the minimum wages to be paid to bargaining unit employees, or enacts any other policies regarding contracted employee wages, paid time off, or other benefits; and/or,
- (b) The federal government substantially modifies health insurance requirements.

During such negotiations, Article 16 (No Strikes or Lockouts) of this Agreement shall be suspended.

APPENDIX “A”

1. The Employer and 105 agree that, under the current state of the law, the Railway Labor Act (“RLA”) applies to the Employer and the Employer’s employees. For so long as the RLA continues to apply, the parties agree that negotiations for amendments to this bargaining agreement shall be conducted as follows:

The parties shall follow the procedures under the RLA; however in the event the National Mediation Board (“NMB”) declines to accept the parties’ dispute for any reason, the parties shall pursue to following process to conclude a successor CBA:

- (A) Provide notice of intent to amend and modify the terms of the parties’ CBA equivalent to the notice required by RLA Section 6 and maintain the status quo following such notice.
- (B) Meet and confer in good faith conferences in direct negotiations to reach an agreement for a successor CBA.
- (C) Either party may terminate conferences with written notice to the other party. In

such event, either party may within ten (10) days provide written notice of its intention to seek mediation. If such request is made, the parties shall appoint a mutually selected mediator, or if one cannot be mutually agreed, such appointment shall be made under the auspices of the Federal Mediation and Conciliation Services (“FMCS”).

- (D) Following a period of good faith mediation, either party may request release from mediation in writing to the mediator and the other party, which shall be honored in the discretion of the mediator.
- (E) Following the mediator’s release of the parties from mediation, the parties shall continue to maintain the status for an additional thirty (30) day “cooling off” period. By agreement, the parties may submit to final interest arbitration.
- (F) In the event no agreement is reached, and the parties have not agreed to submit to final interest arbitration, upon the expiration of the 30-day cooling off period, the parties are free to resort to self-help measures.

2. The parties further recognize that the application of the RLA to the Employer and the Employer's employees is subject to interpretation by the National Mediation Board, the National Labor Relations Board and the courts. Both parties desire to conduct labor relations in conformity with the law and the interpretations of the law adopted by the courts and these agencies. In the event that either party concludes that the RLA does not apply, that party shall immediately notify the other party and both parties shall promptly meet and confer on that matter. If the parties cannot reach agreement on the issue of whether the RLA applies, either party may submit that dispute to either Richard Bloch or Joshua Javits for final and binding resolution. The dispute may be submitted to arbitration at any time that is thirty (30) calendar days or more following the notice sent by one or the other of the parties which is described in this paragraph. In making his or her ruling on the jurisdictional issue, the Arbitrator shall apply the law that is current at the time of the decision, with either party having the right to file a petition in the federal district court of the District of Columbia to vacate the Arbitrator's award if such party believes the Arbitrator has misapplied then current law.

