CONTRACT

SEIU
LOCAL 105

AND

Prospect
AIRPORT SERVICES, INC.

PROSPECT AIRPORT SERVICES INC.
COVERING DENVER INTERNATIONAL AIRPORT

EFFECTIVE

November 1st, 2020 - October 31, 2023

Collective Bargaining Agreement

Between

SEIU Local 105

And

Prospect Airport Services, Inc.

Covering Denver International Airport

November 1, 2020-October 31, 2023

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Article 1. Recognition

1.1 Prospect Airport Services, Inc. ("Employer") recognizes Service Employees International Union, Local 105 ("Union") as the sole and exclusive bargaining representative for the Employer's operations at Denver International Airport (DIA) (the "Airport") for all the Employer's non-supervisory, non-confidential regular full-time and part-time Employees assigned to work at the Airport (the "Unit").

1.2 This Agreement shall be governed by the laws of the Railway Labor Act ("RLA").

1.3 Upon the execution of this Agreement, the Employer will provide the Union with a list of all its accounts at DIA that are subject to the Agreement where it provides services. The Employer will also provide the Union in writing for each bargaining unit Employee: 1) the Employee's full name and unique identification number; 2) contact information (including last known home address, phone number and email address on file with the Employer); 3) Employer Seniority date; 4) Classification; and 5) hourly rate of pay ("Employee Information"). The Employer is not required to provide Employee Information or account information concerning accounts which exist for thirty (30) continuous workdays or less and are not regularly reoccurring ("Temporary Accounts").

1.4 If the Employer learns that it has obtained additional work, except Temporary Accounts, within the scope of this Agreement, the Employer shall notify the Union in writing with as much notice as possible of the additional work and the date on which it is to commence performing such work.

1.5 This Agreement shall govern any such additional work in DIA to which it may lawfully apply. The Employee Free Choice Procedure ("EFCP"), as set forth in the Employee Free Choice Procedure and Labor Peace Agreement between the parties effective July 1, 2019 ("EFCPLPA" attached hereto as Attachment A), 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.

Article 2. Contract Enforcement

2.1 Subject to property holder approval, authorized Union agents shall have access to the Employer's work sites in non-secure areas only to enforce this Agreement, provided that the Union representative gives reasonable advance written notice to the Employer. Regarding access for meetings:

2.1.1 The Employer shall facilitate a meeting space in a public area upon

request for the purposes of grievance meetings. Grievance meetings shall be limited to the management team, a union representative and/or a Steward, and the grievant only, except in the case of a class grievance, where two (2) individuals may attend as class representatives in lieu of a single grievant.

2.1.2 The Employer and the Union will collaborate to secure mutually agreeable meeting space for Labor Management Committee meetings.

2.2 Union visitation shall not interfere with conduct of the Employer's business or Employees working. The Union shall indemnify and hold harmless and promptly reimburse the Employer, its affiliates and assigns, directors, officers, and employees (the "Indemnified Parties") from and against any and all liabilities, damages, losses, claims, fines, penalties, assessments, and demands, including all fees, costs and expenses incidental thereto, that may be charged to, asserted against, or incurred by the Indemnified Parties by reason of any loss, damage, or injury of act due to activities and/or actions of the Union or any Union representative constituting a security breach.

2.3 The Employer shall recognize union-designated Shop Stewards. The Union shall promptly notify the Employer in writing of the appointment of a Shop Steward and

of any changes thereto. The Employer shall recognize up to one (1) Shop Steward per airline per shift, and one (1) alternate. Shop Stewards shall carry out steward responsibilities as are given them by the Union, but they shall not interfere with the management of the Employer's operations nor shall they direct the work of any Employee. Such steward's duties shall not interfere with the steward's job assignment. Shop Stewards have no authority to take strike action or any other action interrupting the Employer's business.

2.4 A Shop Steward may conduct Union business and/or communicate with Employees about Union business on working time only with the Employer's authorization.

2.5 When the Employer conducts any new-hire orientation, the Union will be given twenty (20) minutes during such orientation to: address Employees, provide an orientation to the Union and meet its obligations in distributing and collecting membership applications and payroll deduction authorization forms as set forth in Section 3.3.

2.6 The Employer shall furnish a bulletin board at a conspicuous site in each of the Employer's sites where a bulletin board is practical and permitted by the customer, and in those circumstances, shall permit representatives of the Union, including Shop Stewards, to post notices pertaining to Union affairs on the bulletin board. Nothing of a derogatory

nature toward the Employer or others may be posted on the bulletin boards.

2.7 The Union shall have the right to inspect the Employer's personnel records to determine compliance with this Agreement, provided that reasonable advance written notice is given to the Employer describing with specificity the records the Union desires to inspect, the reason for the request, and that such inspection shall occur at a mutually agreed upon time during standard business office hours. The Employer shall not release records that contain confidential medical information protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other law.

Article 3. Union Security and Dues Deduction ("Check-off")

3.1 Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, whichever is later, every Employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the initiation fees and periodic dues uniformly required, or in the alternative shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining membership. This provision shall

apply except where not permissible by law or as provided above.

3.2 The Employer shall inform all Employees, at the time of orientation, who come under the scope of this Agreement, of the existence of the Agreement. The Employer shall present each new Employee with the Union application for membership card and payroll deduction authorization form for withholding of Union dues and/or representation fee at the time of hire. The Employer shall refer any questions about Union membership and payroll deductions for Union fees, dues and contributions to the Union or its designee. Union Representatives or Shop Stewards shall be given the opportunity to pick up completed cards and forms from bargaining unit Employees or from the Employer's office or designated location.

3.3 When the Employer holds orientation training for newly hired Employees, the Employer will give the Union reasonable notice in advance of each such orientation and will grant a Union representative twenty (20) minutes to address newly hired Employees on paid time. During such address, the Union representative shall inform new Employees of the existence of this Agreement and can provide and distribute to new Employees a packet containing a Union membership application form and a payroll deduction authorization form. The Union representative can collect signed membership application and payroll deduction authorization forms at that time.

3.4 Employees shall express authorization for payroll deduction of the initiation fees, periodic dues uniformly required, or fees paid in the alternative to dues, and Committee On Political Education "COPE" contributions by submitting to the Union a written authorization for payroll deduction on a payroll deduction authorization form developed by the Union as allowable under state and federal law. By the 15th day of each month, the Union will provide to the Employer a list of Employees who have signed a written authorization for payroll deduction. Such list shall clearly designate the date such authorization was made by each Employee, what category for which each Employee has authorized a payroll deduction (i.e., initiation fees, periodic dues and/or COPE contributions) and the amount and frequency of each authorized deduction. Such list shall also include the names of those Employees who have timely revoked their written authorization as allowed by law as described in Section 3.8. The Employer shall rely on the Union's representations in the list to process or change payroll deductions for Employees and shall be held harmless for relying on the Union's representations. The Union shall provide a copy of the signed authorization cards or written revocations that support the monthly list upon the Employer's request.

3.5 The Employer agrees to check-off for the payments of the amounts described above 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 amounts by the Employer shall constitute payment of said amounts by the Employees.

3.6 For new Employees hired by the Employer after the Effective Date of this Agreement who have authorized payroll deductions and appear on the list of Employees provided by the Union to the Employer in accordance with Section 3.4, the Employer shall payroll deduct half of the full initiation fee from the Employee's first full paycheck in the second month of employment following the Employer's receipt of notification of the Union's Section 3.4 Employee list. The balance of the initiation fee shall be deducted from the Employee's next paycheck. Regular dues for Employees shall be made in equal installments beginning with the first paycheck after the initiation fee has been paid in full and shall continue to be deducted from the first and second paycheck of each month thereafter. Employees who appear on the Section 3.4 Union Employee list as having authorized COPE contributions shall have said contributions deducted from the first paycheck of each month beginning with the first paycheck of the month immediately after the initiation fee has been paid in full. For example, the Union notifies the Employer by January 15th as required by Section 3.4 that an Employee who was hired on January

1st has authorized payroll deductions for dues and COPE contributions. The Employer's payroll department will rely on the Union's Section 3.4 list to deduct: 1) one-half the Employee's initiation fee from the first paycheck for the month of February; 2) the second half of the Employee's initiation fee from the second paycheck for the month of February; 3) the Employee's first COPE contribution from the first paycheck for the month of March which shall continue to be paid from the first paycheck for each month thereafter; and 4) half of the Employee's monthly dues from the first paycheck for the month of March which shall continue to be paid in such installments from the first and second paychecks for each month thereafter.

3.7 All sums deducted in accordance with this Article shall be remitted to the Union not later than the twenty-fifth (25th) day of the month after which such deductions are made together with one or more lists, submitted electronically in a database format to the extent practical, specifying for each Employee for whom the Agreement applies: 1) the Employee's full name and unique identification number; 2) contact information (including last known home addresses, phone numbers and email addresses on file with the Employer); 3) applicable seniority date(s); 4) Classification; 5) hourly rate of pay; and 6) gross regular pay, hours worked, and amount of the deduction for the pay period(s) in question. The Employer shall include the names of those Employees who

have separated from employment with the Employer since the prior remittance.

3.8 Any Employee who is paying dues, fees, or other Union payments or contributions may stop making those payments by giving written notice of his/her revocation of payroll deduction authorization to the Union (with a copy to the Employer) consistent with federal law. The Employer will honor Employee checkoff authorizations unless the Union verifies in writing (by way of its submission of the list required under Section 3.4) that an Employee has revoked in writing his/her prior authorization during the window period or at contract expiration, regardless of whether the Employee is a member of the Union.

3.9 If the Union does not receive or believes the required list(s) under Section 3.7 is/are incorrect or incomplete or the payroll deductions reflected in the required list(s) are inaccurate, the Union will give notice to the Employer within seven (7) days. The Union and Employer agree to work together in good faith within ten (10) business days of the Union's notice to resolve any such discrepancies no later than thirty (30) days from the original notification.

3.10 The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer's

deducting and remitting of Union dues.

Article 4: Discharge and Discipline

4.1 The Employer shall not discipline or discharge Employees without just cause after completion of a ninety (90) day probationary period. Removal of a badge by the Employer shall be considered discipline under this Article, unless the badge is surrendered upon request during a leave of absence, suspension pending investigation, or otherwise. An Employee shall be given a receipt upon turning in his/her badge.

4.2 Any discipline should be issued in writing as soon as possible from the date of the alleged incident. All Employees shall receive written notice of all disciplinary actions at the time when the discipline is issued. Such notice shall state the nature and date of the alleged violation and the disciplinary action being imposed.

4.3 Upon request of an Employee, a Union Representative or one of its Shop Stewards shall have the opportunity to be present for all disciplinary meetings and all investigative meetings involving Employees. The meeting shall be postponed, but not unreasonably delayed, until the Steward or Representative is available and can attend the meeting.

4.4 Disciplinary actions, excluding unexcused absences and tardiness, shall not be relied

upon for purposes of progressive discipline if the Employee does not receive discipline of a similar nature 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.

4.5 The Employer may remove an Employee from further employment at an account upon the demand of a customer. The Employer will make a good faith effort to verify the reasons for the customer's request for an Employee's removal and shall ensure that the removal request has been received from the customer's management. The Employer agrees that if an Employee is removed the Employer shall provide the Union in writing its understanding of the customer's reasons for removal. Unless the Employer has just cause to discharge the Employee, the Employer will use reasonable efforts to place the Employee in a similar job at another account covered by this Agreement.

4.6 Any temporary Employee or Employee who has not completed their 90-day probationary period may be discharged or disciplined by the Employer in its discretion. No question concerning the discipline or discharge of any such Employee shall be the subject of the grievance and arbitration process set forth in Article 5.

4.7 At all times while on DIA property and

identifiable as Employees of the Employer (e.g. when wearing the Employer's uniform, either on or off the clock), Employees shall conduct themselves professionally.

Article 5. Grievance/Arbitration

5.1 Any grievance or dispute concerning the interpretation or application of this Agreement may be submitted as a grievance and shall be resolved as provided in this Article.

5.2 Written notice of a grievance shall be sent to the Employer within fourteen (14) calendar days after the Union has knowledge or should have knowledge of the event or dispute. The grievance shall be in writing and will state a summary of the facts, the specific portion of the Agreement allegedly violated, the date the alleged violation occurred, the remedy sought and a request for a Step 1 meeting. If requested by the Employer, the Union will provide additional details and/or clarification regarding the subject of the grievance.

5.3 When a written grievance is served upon the Employer, the following procedure shall be observed:

Step 1: The Union and Employer shall meet at a mutually agreeable time and location within fourteen (14) calendar days of the filing of the

grievance by the Union, unless mutually agreed otherwise. The Step 1 meeting shall be held with the grievant, the Union shop steward or Union Representative, and the Employer's general manager (or designee) in attendance in an attempt to resolve the dispute, except in the case of a class grievance, where two (2) individuals may attend as class representatives in lieu of a single grievant. The Employer shall issue its answer to the grievance at Step 1, in writing, within fourteen (14) calendar days of the Step 1 meeting.

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 so long as the Employee is otherwise on the clock. The Employer reserves the right to retain professional interpretation services to be paid by the Employer. If an interpreter is not immediately available, the meeting shall be rescheduled by mutual agreement by up to seven (7) additional calendar days to ensure that an appropriate interpreter is available.

If the interpreter is an Employee, the Employee will be required to sign a confidentiality agreement.

Step 2: The Union may request a Step 2 meeting which shall be held no later than fourteen (14) calendar days following the Union's receipt of the Employer's written answer after the Step 1 meeting, unless otherwise mutually agreed by both Parties. At the Step 2 meeting, the Union representative and/or Shop Steward, the individual grievant, and the Employer's Regional Vice President (or designee) shall meet except in the case of a class grievance, where two (2) individuals may attend as class representatives in lieu of a single grievant. Said Employer representative will provide the Union with the Employer's answer to the grievance, in writing, within fourteen (14) calendar days of the Step 2 meeting. If the dispute is not resolved at the Step 2 meeting, the Union may notify the Employer, in writing, within fourteen (14) calendar days of the issuance of the Step 2 answer, of its intention to proceed to arbitration before the System Board as set forth in Section 5.4.

5.4 In compliance with Section 204, Title II,

of the Railway Labor Act, as amended, the parties shall establish a System Board of Adjustment for the purpose of adjusting and deciding disputes or grievances arising pursuant to the terms of this Agreement or any supplemental agreement. Such Board will be known as the Prospect System Board of Adjustment ("System Board").

5.5 The System Board will be comprised of three (3) members to be selected as follows: one (1) by the Union, one (1) by the Employer and a third neutral arbitrator as described in Article 5.8. If the parties mutually agree, the arbitrator may sit and decide the dispute without the Employer and Union System Board members in attendance. The System Board will consider any dispute properly submitted to it by the Union which has not been previously settled in accordance with the provisions of this Agreement. The System Board's jurisdiction is limited to interpreting and applying the collective bargaining agreement and it will have no authority to alter the collective bargaining agreement's provisions on rates of pay, hours of service, or working conditions. Neither the System Board nor the arbitrator shall have the authority to add to, detract from, modify, or amend this collective bargaining agreement.

5.6 The Union shall request a list of neutral arbitrators within thirty (30) calendar days of notifying the Employer of its intent to arbitrate. In the event the parties are unable to agree upon the selection of an arbitrator,

the Federal Mediation and Conciliation Service (FMCS) shall provide the Union and the Employer with a list of seven (7) arbitrators. The parties shall alternate the first strike privilege with the non-grieving party to strike first. The parties must agree upon the selection of an arbitrator within fourteen (14) calendar days of receipt of the list of seven (7) arbitrators unless otherwise mutually agreed. If a party refuses to participate in the timely selection of an arbitrator, the other party may select the arbitrator from the FMCS list. The decision of the System Board (or arbitrator if designated to decide the matter in lieu of the full System Board) shall be final and binding on both parties. The arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto. In all cases, the parties shall set the arbitration hearing for a date not later than 180 days from the date the grievance was filed, unless otherwise mutually agreed by both parties. The parties agree to hold hearings virtually, if necessary, to meet the 180-day time limit.

5.7 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 System Board or arbitrator shall have the power to grant any remedy to correct a violation of this Agreement, including but not limited to, damages (excluding attorneys' fees or penalties) and mandatory orders. Neither the System Board nor arbitrator shall have the authority to add to, detract from, modify or

amend the provisions of this Agreement. In any proceeding to confirm an award of the Arbitrator, service may be made by registered or certified mail with copies to both parties.

5.8 Mediation Procedure. The parties may by mutual agreement refer a grievance to expedited mediation following a timely request for arbitration. The mediator shall be selected by mutual agreement of the parties. The expenses or fees of the mediator shall be shared equally by both parties. Nothing in this section tolls the time frames set forth in Section 5.6 for arbitration to occur unless otherwise mutually agreed by both parties.

5.9 Grievants and witnesses attending grievance 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 meeting.

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

Article 6. Contractor Transition

6.1 When acquiring or otherwise assuming the servicing of an account or contract within the scope of this Agreement where the Union is the collective bargaining representative of

the employees being acquired or assumed by the Employer, the Employer shall offer employment, in order of Airport Seniority, to the incumbent employees who have been working at the account immediately before takeover, subject to applicable law. However, the Employer may reduce the staffing level on takeover of the account after demonstrating 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. In the event there is not a sufficient number of eligible predecessor employees to fill the new positions, the Employer may then fill the remaining new positions through other means.

6.2 The Union shall provide the Employer with a list of predecessor employees and their Airport Seniority dates as soon as possible but in no case more than fourteen (14) days after the Employer's request for such list. Predecessor employees who are on an authorized leave of absence, vacation, or off work because of on-the-job illness, on-the-job injury, or off-the-job short-term illness or injury, shall be included in the list of predecessor employees provided by the Union who may be subject to hire by the Employer pursuant to this Article. If the Union fails to provide the requested predecessor employee list within the timeframe provided herein, the Employer shall be authorized to make recruiting, interviewing and hiring decisions for the acquired account or contract at its

own discretion and without regard to the requirements of this Article. The Union is solely responsible for providing accurate predecessor employee seniority information and the Employer is entitled to rely upon the same.

6.3 The Employer shall notify the Union in writing as soon as practicable after the Employer receives written cancellation of an account or part of an account. The Employer shall provide to the Union a list of all affected Employees and their Employee Information after it has determined its operating plans for the remaining time that it will be the Employer on the account.

6.4 When assuming a new account, the Employer shall provide the Union a list of all newly hired Employees and their Employee Information (as set out in Section 1.3) as soon as is practicable.

Article 7. Seniority, Vacancies, and Bidding for Shifts/Schedules

7.1 Definitions:

7.1.1 An Employee's seniority shall be defined as:

a. "Airport Seniority" shall be defined as the Employee's first day of continuous service

with the Employer or any predecessor employer(s) at DIA with a collective bargaining agreement with the Union for whom the Employee performed work within the same Classification as that provided to the Employer. The Union is responsible for providing verifiable evidence of such previous employment to the current Employer and the Employer is entitled to rely upon the same.

b. "Employer Seniority" shall be defined as the first day of continuous service with the Employer.

c. Airport Seniority and Employer Seniority apply as indicated herein.

7.1.2 A "Classification" is the classification department to which the Employee is assigned as defined by the Employer.

7.2 Employees may obtain positions by seniority only if they are capable of performing the work and meet all qualifications of the Employer and the customer.

7.2.1 All seniority shall continue to accrue while an Employee is on leave of absence for less than three (3) months. An Employee shall not accrue any seniority while on layoff.

7.2.2 Any and all seniority rights are lost if any Employee is discharged, resigns, voluntarily quits, retires and/or fails to timely return from a leave of absence.

7.2.3 An Employee whose seniority is lost for any of the reasons outlined in Section 7.2.2 above shall be considered as a new Employee if they are again employed by the Employer. The failure of the Employer to rehire said Employee after the loss of any seniority shall not be subject to the grievance and arbitration procedure.

7.3 Seniority list:

7.3.1 The Employer shall post a seniority list at a conspicuous place on the Employer's premises, in accordance with Section 2.6, with a copy furnished to the Union, or upon request of the Union.

7.3.2 Any Employee who questions his

or her Airport Seniority date must notify the Union within thirty (30) days of the posting date. An Employee who questions his or her Employer Seniority date must notify the Employer within thirty (30) days of the posting date. If the Union and the Employer disagree on an Employee's seniority date (of any kind or type), the issue may be resolved through the grievance and arbitration procedure as may be applicable to the affected Employee.

7.4 Applications of Seniority:

7.4.1 Employees shall inform the Employer in writing if they want to transfer into a different job classification. When there is a vacancy in the desired job classification, the Employer shall fulfill such requests in order of Airport Seniority. A vacancy that remains open shall be filled at the Employer's discretion.

7.4.2 Layoffs of affected Employees due to a reduction in force or reduction in hours due to reduced work shall be in inverse order of Airport Seniority in the Classification by shift, provided the remaining Employees have the requisite knowledge, skills, ability, and experience to perform the remaining work.

Recalls and increased hours shall be by Classification in order of Airport Seniority, so long as the Employee is capable of performing the work. It is understood that an Employee who has been employed in the classification has the requisite knowledge, skills, ability, and experience to perform that work. An Employee shall lose his/her recall rights if not recalled to work after nine (9) months on layoff.

7.4.3 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 during a defined bid window. An Employee's failure to timely bid during the designated bid window shall result in the Employer assigning a shift to the Employee.

In addition to the existing PSA Classification, the Employer shall establish a new hybrid Classification of Employees with baggage handling and CTX/Oversize duties as a primary function of their positions. Employees within the new Classification shall be paid a $1.00 per hour differential above the hourly rate for the PSA Classification when providing CTX/Oversize duties; provided, the Employer's

clients continue to reimburse the Employer for such differential. Should a client stop differential reimbursement, the Employer will give notice to the Union as soon as it is made aware of the plan to stop funding the differential and will engage in effects bargaining with the Union within thirty (30) days of the announcement of the client's decision. The Employer shall not be required to continue to provide the differential if the client ends reimbursement before effects bargaining is completed with the Union. The parties agree that the Employer's obligation to engage in effects bargaining shall not require the Employer to renegotiate any of the terms of this Agreement. The Employer shall continue to cover CTX/Oversize duties by using volunteers only at the same $1.00/hour differential (unless being paid overtime) until a full complement of Employees within the new Classification is established; however, nothing contained herein prohibits the Employer from covering the CTX/Oversize duties with its supervisory personnel on an as-needed basis. Recruitment for the new hybrid Classification shall be made from Employees hired after the effective date of this Agreement. The new Classification shall not

comprise more than thirty percent (30%) of the Passenger Services Assistant Classification.

7.4.4 Overtime shall first be offered to Employees within the Classification who sign a volunteer list. The Employer shall post a list each month where Employees may volunteer to be called in for additional hours. Overtime shall be awarded based upon Airport Seniority among the volunteers.

7.4.5 If there are not enough volunteers, Employees may be required to work mandatory overtime in their Classification in inverse order of Airport Seniority. The Employee can reject the mandatory overtime if she/he has a verifiable personal or family emergency that makes her/his ability to work overtime that day not possible. The Employee may be requested to present documentation within three (3) working days of the emergency. Failure to submit such documentation in support of the purported emergency may subject the Employee to discipline pursuant to Article 4.

7.5 Workday or Shift Trades. Employees within the same Classification shall be permitted to trade workdays and shifts upon written

approval from the Employer. Employees requesting to trade workdays or shifts must submit a written request to the Employer at least two (2) days prior to the proposed trade. The Employer will consider and not unreasonably refuse requests made with less notice where possible. 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 either Employee to work more than forty (40) hours per workweek.

Article 8. Workload/Reductions

8.1 When airlines make planned reductions in 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 notification in writing to the Union within a reasonable period upon notification by the customer of the reduced service schedule.

8.2 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 inverse order of Employer Seniority in the classification unless operationally impractical.

8.3 At a minimum, in the event of unplanned flight delays or cancellations resulting in a temporary reduction in service, the Employer shall provide notice to Employees prior to reductions in hours no later than four (4) hours prior to the scheduled shift start to the extent practical based upon the actual notice provided to the Employer by the airline client or airport authority. An Employee not given actual notice of reduced hours until he or she comes into work shall be paid for his/her regular scheduled work hours on that day.

Article 9. Picket Line/No Strike Clause

9.1 Unless and until the parties' rights to self-help mature under the Railway Labor Act, the Union shall not engage in, encourage or otherwise support a strike, slowdown, walkout, sit down, picketing, stoppage of work, concerted refusal to work overtime, retarding of work or boycott or other cessation of work of any kind or type by the Employees covered by this Agreement during the term of this Agreement and the Employer shall not lock out Employees during the term of this Agreement.

9.2 The Union may not engage in a complete or partial sympathy strike and the Employees may not refuse to work by honoring picket lines in any manner. The foregoing notwithstanding, in the event the Union

is directing picketing against another DIA employer, the Union and Employer shall coordinate picketing and designate entry and egress for Employees to provide at least non-picketed entrance points for Employees. In the event of a strike by another labor group affecting the customer's property or operations, the Employees shall remain on the job, but will not be required to assume duties outside of the scope of this Agreement.

9.3 This Article 9 shall not alter or limit the Employer's right to obtain a court order enjoining such conduct by the Union and/or Employees both collectively and individually.

Article 10. Leaves of Absence

10.1 Employees who have been employed by the Employer for at least one (1) year may request a personal leave of absence for reasons other than illness, injury or disability for no more than sixty (60) days, in a 12-month period. Employees must submit requests for personal leaves of absence in writing at least thirty (30) days prior to the beginning of the leave unless the Employee is requesting leave for a bona fide emergency. Personal Leave is subject to management approval but shall not be unreasonably denied.

10.2 To the extent an Employee has vacation available under Article 11, it shall be applied

toward any personal leave of absence period. Any remaining portion of the personal leave of absence period thereafter shall be unpaid.

10.3 Requests for personal leaves of absence shall be considered on a first-come, first-served basis if more than one Employee requests a personal leave of absence for the same dates. The Employer shall consider the following factors in determining whether a personal leave of absence will be granted: 1) the Employee's stated need for a personal leave of absence; 2) any supporting documentation the Employee chooses to provide to the Employer in support of the personal leave of absence request; and 3) the needs of the Employer (including but not limited to: staffing requirements, client demands, and the overall impact of the personal leave of absence on operations). Requests for personal leaves of absence shall not be unreasonably denied. Upon such authorization of leave by the Employer, the Employee must surrender his/her airport ID badge at the Employer's off-site office and will be provided with a receipt by the Employer. The Employer agrees to retain the badge until the Employee returns to work unless the badging authority requires otherwise. An Employee's failure to surrender his/her airport ID badge shall be just cause for disciplinary action in accordance with Article 4.

10.4. The Employer may require an Employee to provide documentation establishing the existence of a bona fide emergency

immediately upon his or her return to work. A "bona fide emergency" for purposes of this section is a genuine and verifiable emergency circumstance that is unrelated to illness, injury, or disability that requires the Employee's immediate and prolonged absence from the workplace and for which leave is otherwise unavailable to the Employee through federal, state, or local leave laws.

10.5. An Employee who fails to return to work after a personal leave of absence or who accepts employment elsewhere during the leave period will be deemed to have resigned.

10.6 Union Leave. The Employer shall:

10.6.1 Provide up to two (2) Employees annually with unpaid leaves of absence for union related activities of up to three (3) months each where operations permit, provided that such leave shall not be unreasonably denied. An Employee shall be eligible for one (1) Union leave annually. Upon such authorized leave, the Employee must surrender his/her airport ID badge at the Employer's off-site office and will be provided with a receipt by the Employer. The Employer agrees to retain the badge until the Employee returns to work unless the badging authority requires otherwise. An Employee's failure to surrender his/her airport ID badge shall be

just cause for disciplinary action in accordance with Article 4. 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. The Union is solely responsible for any and all costs associated with an Employee failing to surrender his/her airport ID badge prior to union leave under this provision.

10.6.2 In addition, upon receiving at least 15 days' advance written notice, the Employer shall release up to ten (10) Employees per year, with no more than two (2) Employees out of the operation at a time, for group training sessions or Union-sponsored events for no more than two-day increments. Such leave requests will not be unreasonably denied, and the Employer shall provide a written rationale for any denials.

10.7 The Employer remains responsible for covering the costs to renew an Employee's airport ID badge during leave under this Article. Employees remain responsible for timely renewing their airport ID badge in accordance with airport badging authority requirements.

10.8 Except as otherwise provided in this Agreement, the Employer shall comply with all applicable federal, state, and local laws including those concerning family, medical, or sick leave.

Article 11. Vacation Leave

11.1 Employees shall be entitled to the following paid vacation beginning with their corresponding anniversary dates occurring on or after January 1, 2021:

11.1.1 One (1) work week of paid vacation per year (one "Vacation Week") up to forty (40) hours granted to the Employee on the first year anniversary of his/her Employer Seniority date to be scheduled and taken as provided for in this Article; and then

11.1.2 Two (2) Vacation Weeks up to eighty (80) hours granted to the Employee on the five (5) year anniversary of his/her Employer Seniority date to be scheduled and taken as provided for in this Article.

11.2 The number of hours for which an Employee is eligible in a Vacation Week shall be equal

to the average number of regular hours the Employee worked per workweek during the full payroll periods for the 12-month period immediately preceding the Employee's anniversary date as reflected in the Employer's payroll records. If an Employee was on layoff status due to COVID-19, the 12-month lookback period for determining average number of regular hours worked by the Employee will be based only on those months when the Employee was actually working.

11.3 Vacation Scheduling Requests. Employees shall submit their written Vacation Scheduling Requests to management throughout the calendar year at least thirty (30) days in advance of the first day of their intended vacation use. By the first day of their intended vacation use, Employees must have sufficient unused vacation available to cover the entire Vacation Scheduling Request period or the request will be denied. Subject to the Employer's operational needs, the Employer will approve Vacation Scheduling Requests by Employee department, shift, and work location based first on the date the Vacation Scheduling Request was submitted and then by seniority. Requests for scheduling of vacation outside this request process shall be considered on a case-by-case basis.

11.3.1 Vacations shall not be scheduled during the week of and through to the Wednesday immediately following Thanksgiving nor during

the weeks of Christmas and New Year's Day.

11.4 Except as provided in Section 11.6 below as to intermittent FMLA leave, Employees may take their Vacation Week in single Vacation Week or full-shift increments. Employees who are eligible for two or more Vacation Weeks have the option of taking their Vacation Week entitlement in single Vacation Week increments or they may combine both Vacation Weeks for a consecutive work week vacation.

11.5 Vacation pay shall be paid at the Employee's regular hourly rate of pay on the payroll in which the Vacation Week(s) are taken.

11.6 In the event an Employee is on approved leave under the Family Medical Leave Act (FMLA) or the Americans with Disabilities Act (ADA) and has exhausted all accrued paid sick leave (PSL) as provided for in Article 12, the Employee will be required to use available vacation toward such leave. Any vacation previously scheduled will be removed from the schedule if vacation is exhausted after being applied toward an FMLA or ADA leave.

11.7 Employees shall be paid all unused vacation days upon termination of employment, including termination of employment resulting from the Employer's loss of an account covered by this Agreement.

11.8 Vacation is not accrued during the course of a calendar year. Rather, it is earned through a single grant made annually on the Employee's anniversary with the Employer as set forth in Section 11.1. An Employee may carry over a paid vacation time balance of up to one year's worth of paid vacation. An Employee's paid vacation time balance shall be paid out upon employment separation in accordance with Colorado law including upon termination of employment resulting from the Employer's loss of an account covered by this Agreement.

Article 12. Paid Sick Leave

12.1 Pursuant to the State of Colorado's "Healthy Families and Workplaces Act" (C.R.S.A 8-13.3-401) (the "HFWA"), from the Effective Date of this Agreement through to December 31, 2020, the Employer shall provide Emergency Paid Sick Leave for COVID-19 Related Purpose ("COVID EPSL") to Employees in accordance with the federal Emergency Paid Sick Leave Act, Pub. L. No. 116-127 § 5101 et seq., 134 Stat. 178, 195-201 (2020) ("EPSLA"). The Parties expressly acknowledge that, with the exception of the EPSLA, no other provisions of the Families First Coronavirus Response Act of 2020 ("FFCRA") are applicable to the Employer.

12.2 Effective with the first payroll issued on or after January 1, 2021, Employees shall be entitled to paid sick leave ("PSL") pursuant to the HFWA. Specifically, the Employer shall provide PSL to Employees, accrued at one hour of PSL for every 30 hours worked, up to a maximum of 48 hours.

12.3 Employees begin accruing paid sick leave when the Employee's employment begins. Employees may use PSL as it is accrued. Employees may carry forward and use in subsequent calendar years paid sick leave that is not used in the year in which it is accrued as follows:

A. "Year" is defined as the regular and consecutive 12-month period of time running from January through December beginning with the first payroll check issued on or after January 1st through the last payroll check issued on or prior to December 31st.

B. Carry-Over and Use: Up to forty-eight (48) hours of accrued, but unused PSL may be carried over from one Year to the following Year. An Employee may use no more than forty-eight (48) hours of accrued PSL per Year regardless of how much PSL has been carried over from the prior Year.

12.4 Employees may use accrued paid sick leave to be absent from work for the purposes set forth in the HFWA including 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.

12.5 In addition to the PSL accrued by an

Employee described in Section 12.2 herein, 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 Section 8-13.3-405 of the HFWA.

1.6 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 PSL toward such leave up to the cap set forth in Section 12.2. Employees must use PSL in one (1) hour increments.

1.7 Nothing in this Article or the HFWA require the Employer to pay out unused PSL to an Employee upon termination, resignation, retirement or other separation from employment.

1.8 The Parties agree that this Article 12 shall be interpreted and implemented in accordance with the requirements of the HFWA. By entering into this Article 12, the Parties intend to meet only the minimum requirements of the HFWA, and nothing contained in this Article 12 shall be construed or interpreted as providing Employees more benefits that what is required by the HFWA. The key terms used in this Article 12 shall have the meanings prescribed to them in the HFWA.

Article 13. Health Insurance

13.1 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 apply to all participants within the applicable plan.

Article 14. Holidays

14.1 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
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If an Employee fails to work his/her last scheduled shift before a holiday or fails to work his/her next scheduled shift after a holiday, the Employee shall be paid his/her regular rate of pay, not the holiday rate of pay, for the holiday.

14.2 The Employer shall make a good faith effort to accommodate up to five (5) concurrent Employee requests, in order of Airport Seniority, for 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 may apply for the holiday off with paid time by requesting to use his/her accrued Paid Sick Leave in accordance with Article 12 or accrued Vacation Leave in accordance with Article 11. 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.

Article 15. The Workweek, Overtime, and Method of Pay

15.1 The Employer shall establish and maintain a regular work week indicating the weekly start and end days and times. Any work performed over forty (40) hours in a week or over twelve (12) hours in a workday shall be paid at time and one half the Employee's regular rate of pay in accordance with Colorado state law.

15.2 The Employer shall be free to set the hours of employment, provided that a normal full-time work week schedule shall consist of no less than thirty-two (32) hours. To the extent practical, Employees shall be scheduled two (2) consecutive days off in each work week. In addition, days off may be non-consecutive by

mutual agreement.

15.3 Employees scheduled to work a full-time shift shall not be scheduled to work less than six (6) hours per day unless operationally impractical. Employees scheduled to work a part-time shift shall be scheduled for a minimum of four (4) hours.

15.4 Employees shall be able to request a copy of their schedule at any time.

15.5 Each workday an Employee is required to report to work and does, in fact, report to work, he or she shall be paid a minimum of four (4) hours pay unless 1) the Employee is removed from work for disciplinary reasons; 2) the Employee requests to leave work early and the Employer approves the Employee's request; or 3) the Employee leaves work early without authorization.

15.6 The Employer shall not use split shifts. Split shifts shall be available on a voluntary basis only.

15.7 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.

15.8 Any Employee who is required by the Employer to travel in the course of performing his/her work assignments shall be paid for necessary travel time.

15.9 All wages, including overtime, shall be paid in accordance with the Employer's current practices on a bi-weekly basis, with an itemized statement of payroll deductions and paid time off provided to the Employee electronically. Upon in-person request at the Employer's off-site office during regular business hours, the Employer will provide an Employee with a copy of the itemized payroll deductions and paid time off. If a regular pay day falls on a holiday, Employees shall be paid on or before the holiday.

15.10 In the event the Employer changes schedules for reasons other than those described in Article 8.1, the Employer shall provide notice of changes in regularly scheduled shifts at least one (1) week in advance. The Employer shall provide 72 hours' notice of any short-term changes unless impractical. Employees may volunteer for short-term schedule changes made under this Section 15.10 but shall not be mandated to work such schedule changes.

15.11 Mandatory overtime shall follow the provisions outlined in Article 7, sections 7.4.4 and 7.4.5.

15.12 Meal Periods and Rest Breaks: In accordance with Colorado state law, Employees are entitled to an unpaid, uninterrupted and duty-free meal period of at least thirty (30) minutes for every scheduled shift of more than five (5) hours. The timing of the meal period should not be in the first or last hour

of a shift to the extent practical. To the extent practical, for every four (4) hours of work after the first two (2) hours of work are completed, Employees are entitled to one (1) paid rest break of ten (10) minutes to be taken in the middle of each 4-hour work period. For example, Employees are entitled to the following rest breaks based on hours worked to the extent they can practically be provided:

Work Hours:	Rest Breaks:
2 or fewer	0
2+ up to 6	1
6+ up to 10	2
10+ up to 14	3
14+ up to 18	4

15.13 Managers and supervisors shall not push wheelchairs when bargaining unit personnel are immediately available to start such work. For customer service reasons, a manager or supervisor who is providing wheelchair coverage where bargaining unit personnel are initially unavailable shall not be required to turn over a passenger before service is completed.

Article 16. Successors, Assigns, and Subcontracting

16.1 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 the purposes of circumventing the terms of this Agreement.

16.2 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.

Article 17. Non-Discrimination

17.1 There shall be no discrimination against any Employee by reason of race, creed, color, age, disability, national origin, sex, gender identity, sexual orientation, union membership, or any characteristic protected by law.

17.2 All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

17.3 Arbitration of Discrimination Complaints. If the Union elects to pursue a claim of unlawful discrimination or disparate treatment under any federal, state or local statute or ordinance through arbitration under Article 5 on behalf of an individual Employee grievant, the grievant may elect

to adjudicate the matter through Article 5's grievance and arbitration procedure as the final, binding, sole, and exclusive remedy for such violations, and Employee(s) who so elect to arbitrate their claims of discrimination shall not file suit or seek relief in any other forum. As a condition to arbitrating these claims, the grievant(s) shall agree to execute a waiver, in a form provided by the Employer, of the right to initiate, advance, litigate, or prosecute the same issue in any other judicial or administrative proceeding. In the event the release is not executed or is deemed invalid, the arbitrator will have no authority to grant relief to the grievant(s). Notwithstanding the waiver, nothing in this Article shall be construed to prohibit the Employee from: (1) filing a charge not seeking personal remedies with the Equal Employment Opportunity Commission or (2) filing any charge or claim not waivable by law.

All claims raising a violation of anti-discrimination laws by the Union on its own behalf under the collective bargaining agreement or any federal, state or local statute or ordinance shall be adjudicated solely in this Agreement's grievance and arbitration procedure and the determination in that forum shall be the final, binding, sole and exclusive remedy for such violations for the Union.

The arbitrators hearing any statutory discrimination claim under this provision shall apply applicable law as it would

be applied by the appropriate court in rendering decisions on discrimination claims.

Article 18. Wages

18.1 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.

18.2 Wages.

18.2.1 As of the Effective Date of this Agreement, the minimum wage for Passenger Service Assistants is $13.00. This minimum rate shall be increased as follows:

July 1, 2020 - $14.00
Jan. 1, 2021 - $14.77
July 1, 2021 - $15.00
Jan. 1, 2022 - $15.87

18.2.2 As of the Effective Date of this Agreement, the minimum wage in the Skycap classification who regularly and customarily receive tips, is $9.98 per hour. The Skycap minimum wage rate shall be increased as follows:

July 1, 2020 - $10.98
Jan. 1, 2021 - $11.75
July 1, 2021 - $11.98
Jan. 1, 2022 - $12.85

18.2.3 No wages shall be reduced as a result of this Agreement.

18.3 Employees working on 3rd shift (defined as any shift start between 9 pm and midnight) shall be paid a shift differential of $0.25 per hour.

18.4 Employees designated as Leads shall be paid a minimum of $1.00 per hour more than the regular pay rate for their classification.

18.5 All wage ranges, benefits, and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Employer's right to increase wage rates, ranges, benefits, premiums, differentials, or to pay other extra compensation at the Employer's discretion in excess of that provided in this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated in this Agreement. Before taking any such action, the Employer shall notify the Union.

18.6 This Agreement is subject to renegotiation upon the request of either party in the event the City and County of Denver modifies minimum wages in a manner that could

affect members of the subject bargaining unit or enacts any other policies regarding contracted Employee wages, paid-time off, or other benefits.

Article 19. Management's Rights

19.1 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 operations; to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge Employees for just cause; to lay off and recall Employees pursuant to this Agreement; to require overtime work pursuant to this Agreement; 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.

Article 20. Health and Safety

20.1 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.

20.2 The Labor-Management Committee as described in Article 25 shall periodically review safety procedures to improve workplace health and safety.

20.3 With the understanding that the airlines control conditions in the aircraft and other work locations, the Employer shall take reasonable measures to assure that indoor work areas are lit, heated, and/or cooled when Employees are working there.

20.4 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.

Article 21. Uniforms and Personal Appearance

21.1 The Employer will furnish at no cost to the Employees a sufficient number of new or nearly new company logoed uniform components to be worn during work hours to those Employees required to wear logoed uniforms. The Employer will replace soiled and worn logoed uniform components as needed, as reasonably determined by the Employer. Furthermore, the Employer will furnish winter coats/jackets to all Employees who are required to work their entire shifts in exposed areas during inclement weather so long as permitted by the airline. With Employer approval, which may not be unreasonably withheld, Employees sporadically exposed to winter weather while working shall be allowed to wear personal winter coats/jackets when exposed, provided such coats do not extend below mid-thigh and are black, navy, grey, or dark brown in color. For Employees whose assignments require their use, the Employer will furnish safety vests.

21.2 Employees shall not be required to use personal cell phones for work assignments and communications.

21.3 Upon termination of employment with the Employer, Employees must return all uniforms in their possession in clean condition.

Article 22. Materials and Equipment

22.1 The Employer agrees to provide and to maintain properly equipment and materials adequate to perform any and all work assignments, as required by law. Employees shall not be responsible for damage or loss of equipment issued by the Employer, including but not limited to tablets, unless the Employee was grossly negligent in the use of the equipment.

22.2 The Employer will provide all necessary supplies and personal protective equipment, as required by the Occupational Safety and Health Administration, free of charge. The Employer shall furnish and maintain all such items and replace such items as needed to keep up with regular wear and tear.

22.3 In order to improve service to passengers requiring wheelchairs, as well as 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 notify the Employer of any wheelchair requiring repair or replacement.

Article 23. Break Rooms

23.1 The Employer shall provide an adequate break room where Employees work if the Employer can acquire the space from the client or the airport at no cost. With the understanding that the Employer does not control the work premises, the Employer shall take reasonable measures to provide adequate break rooms.

23.2 If an Employee break room is not available, Employees shall not be disciplined for taking their breaks or eating in any public non-gate area or common area of the terminal and/or area where they work, unless restricted by the Employer's client or airport regulations.

23.3 The Employer shall provide reasonable lockable storage facilities for each Employee for them to stow their personal items during a shift, to the extent that the Employer has available space.

23.4 Issues regarding Break Rooms and/or storage facilities may be presented to the Labor Management Committee.

Article 24. Training

24.1 The Union and the Employer acknowledge that passenger safety and security are of paramount concern, and that Employees possess vital information and experience for

improving safety and security.

24.2 The Employer agrees to provide health, safety, and injury prevention training to Employees.

24.3 In the event an Employee is requested by the Employer to perform the job functions of another Classification within this bargaining unit, the Employer will train the Employee in the requirements of that job function before the Employee is required to perform the function.

Article 25. Labor-Management Committee

25.1 The parties shall create a labor-management committee consisting of up to three (3) bargaining unit Employees selected by the Union and Union staff, and up to an equal number of management representatives, selected by the Employer. It shall seek to resolve workplace problems, improve training quality, and improve passenger service and Employee health and safety. The Labor-Management Committee shall meet at least three (3) times annually at a time and place to be mutually agreed to by the parties.

Article 26. Drug and Alcohol Policy

26.1 Employees may not be under the influence of alcohol, illegal drugs, or legal drugs used in an unauthorized manner while at work. "Under the influence" means that the Employee is impaired by a drug and/or alcohol. Employees at work or on the Employer's or client's premises, or while performing business for the Employer, may not engage in the unauthorized use, purchase, possession, sale, transfer, manufacture, distribution, transportation, or dispensation of alcohol, any illegal drugs or other controlled substances nor may they engage in the purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with the law.

26.2 The Employer may require a drug or alcohol test when: 1) required or permitted by law or regulation; 2) required by a written customer policy applicable to contractor Employees; 3) when there is reasonable suspicion that an Employee is under the influence of alcohol or illegal drugs; or 4) where there is a reasonable possibility that an Employee's drug or alcohol use was a contributing factor to a workplace injury or accident.

26.3 Reasonable suspicion must be based on specific personal firsthand observations that Employer representatives can describe regarding the appearance, behavior, speech,

or odor of the Employee.

26.4 The Employer shall pay the Employee for any time lost from work due to a required drug or alcohol test if the result of the test is negative.

26.5 All collection and testing procedures shall comply with the standards established by the Department of Health and Human Services to assure Employee privacy and dignity and accuracy of test results.

26.6 Violations of this article will subject the Employee to immediate termination of employment. An Employee's refusal to submit to a required test will result in the Employee's employment being immediately terminated.

26.7 The requirement to submit to drug or alcohol testing under this Article shall not delay the delivery of necessary medical attention needed by the individual to be tested.

Article 27. Most Favored Nations

27.1 In the event the Union enters into a collective bargaining agreement with a competitor of the Employer at 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 collective

bargaining agreement in place of those in this Agreement.

Article 28. Eco-Pass

28.1 The Employer will provide an Eco-Pass from the Effective Date of this Agreement through December 31, 2020 to all bargaining unit Employees who request one and who are currently working at least three (3) days per week. The parties shall reopen negotiations only for the purpose of exploring the feasibility of an extension of this provision beyond December 31, 2020. In the event the parties are unable to reach agreement by December 15, 2020, either party may request expedited mediation to resolve the issue pursuant to Section 5.8.

Article 29. Attendance, Tardiness and Dependability Policy

29.1 Notifying the Employer of Absence or Tardiness. An Employee must provide notification to Management through a designated call-off number as far in advance as possible, but not later than one (1) hour before his/her scheduled starting time, if he/she expects to be absent for more than fifteen (15) minutes so that arrangements can be made to cover the Employee's job responsibilities. If the call-off number is not operational, there will be no penalty to

an Employee who calls the Dispatch Office to provide notification. This policy applies for each day of his/her absence unless other arrangements have been approved by management. If unable to provide notice in person, the Employee must call in to the designated call-off number to make proper notification. An Employee must leave a voice mail message explaining the reason for his/her absence or tardiness along with his/her contact information, so that management may follow up with him/her, if needed. A text or email message or asking a co-worker to relay a message to management on his/her behalf is not considered proper notice.

29.2 Employees are responsible for:

29.2.1 Knowing exactly when their shifts are scheduled to begin and end.

29.2.2 Being in their work areas at their start times ready to work.

29.2.3 Having reliable personal transportation or being familiar with transportation schedules if he or she takes public transportation into work.

29.2.4 Considering weather conditions, traffic delays, and any other distractions that might negatively affect an Employee's ability to get to work on time.

29.2.5 Verifying the accuracy of his/her time records. If an Employee's time record does not accurately reflect his/her attendance, the Employee is responsible for bringing the inaccuracy to management's attention immediately.

29.3 Excused Absences. An absence is considered excused if it meets at least one of the following criteria:

29.3.1 Leave of Absence (LOA) pursuant to Article 10.

29.3.2 Vacation pursuant to Article 11.

29.3.3 Sick leave pursuant to Article 12.

29.3.4 Jury duty or a required court appearance (as established by a copy of the summons the Employee received or another verifiable notice of required attendance from the court or other governmental authority).

29.3.5 A military or National Guard obligation (as established by a copy of the military orders the Employee received requiring him/her to report for duty or another verifiable

notice from the military or National Guard of the obligation).

29.3.6 Leave under the Family and Medical Leave Act (FMLA), leave provided as a reasonable accommodation in accordance with the Americans with Disabilities Act (ADA) or other leave as may be applicable under federal, state or local law; OR

29.3.7 A disciplinary suspension.

29.4 Unexcused Absences. Any absence that is not excused as outlined above in Section 29.3 is considered unexcused under this policy.

29.4.1 Partial Unexcused Absence. An Employee who is absent for at least half or more of his/her scheduled shift without an excuse as set forth in Section 29.3 is considered to have incurred a partial unexcused absence.

29.4.2 Unexcused Absence Before or After Scheduled Time Off. An unexcused absence for a scheduled shift immediately before or after taking an approved and scheduled LOA under Article 10 or approved vacation under Article 11 is considered a particularly serious unexcused absence that severely hampers the Employer's operations.

29.4.3 No Call/No Show. A No Call/No Show (NC/NS) is a particularly serious unexcused absence that severely hampers the Employer's operations. A NC/NS is defined as an absence that is not called into Management's designated call-off line as required by Section 29.1 by the end of the Employee's scheduled shift. An Employee who fails to call in or show up for three (3) consecutive shifts or more (i.e., three (3) NC/NSs in a row) is considered to have abandoned his/her position. A probationary Employee who fails to call in or show up (NC/NS) one (1) or more times within the 90-day probationary period is similarly considered to have abandoned his/her position. An Employee's job abandonment under this section shall be immediately treated as the Employee's voluntary resignation and his/her airport badge and parking or other transportation pass (if applicable) will be deactivated.

29.4.4 Unexcused Absence on a Holiday. An unexcused absence on a holiday is another particularly serious offense that can severely hamper the Employer's operations at a time of higher travel demand.

29.5 Tardiness Defined. Employees may punch in for a shift no earlier than seven (7) minutes

before their scheduled time and are expected to work the moment their shift begins through to the final minute of the shift or the completion of the Employee's last customer assignment, whichever is later. In the event an Employee clocks out later than scheduled due to the needs of a customer (including travel time) as verified by tablet technology, he or she must send notice of the late clock out through the tablet messaging system. The Employee shall also make a notation on the exception log in the Dispatch Office when clocking out. An Employee is tardy for purposes of this policy if he or she punches in for a shift five (5) minutes or more past the scheduled shift start time unless the Employee's late punch in occurs while COVID-19 screening procedures are in place. In these circumstances the time period before being considered tardy shall be fifteen (15) minutes or more past the scheduled shift start time. When the timekeeping equipment is not functional due to a loss of connectivity that affects multiple Employees' ability to timely punch in, Management shall not penalize Employees for tardiness in such a circumstance. An Employee must follow the notice provisions of Section 29.1 to advise Management whenever he/she is going to be more than fifteen (15) minutes late.

29.6 Excused Tardy. An Employee's tardiness is considered excused if it meets at least one of the following criteria:

29.6.1 Paid Sick Leave (PSL) as set forth in Article 12 which may be taken in minimum increments of one (1) hour only.

29.6.2 Jury duty or a required court appearance (as established by a copy of the summons the Employee received or another verifiable notice of required attendance from the court or other governmental authority).

29.6.3 Intermittent leave under the Family and Medical Leave Act (FMLA).

29.6.4 Management determines in its reasonable discretion that inclement weather delays and/or verifiable public transportation stoppages affecting multiple Employees warrant excusing the tardiness.

29.7 Unexcused Tardy. Any tardiness that is not excused as outlined above in Section 29.6 is considered unexcused under this policy.

29.8 No Punch In/No Punch Out (NPI/NPO). An Employee's failure to punch in or punch out for a shift will be treated as an attendance occurrence under this policy unless Management determines in its sole reasonable discretion that unusual circumstances warrant excusing the NPI or NPO. While a supervisor's signature

on a time record may be necessary for verification purposes for an Employee to get paid for time worked, it is not enough to excuse an NPI or NPO. For an NPI or NPO to be excused in accord with this policy, the appropriate manager must also sign off on the Employee's time record. Sign off will not be unreasonably denied.

29.9 Excused Leave Early. Upon receiving management authorization prior to leaving the workplace for one of the following reasons, an Employee will be excused to leave early:

29.9.1 Paid Sick Leave (PSL) as set forth in Article 12 which may be taken in minimum increments of one (1) hour only.

29.9.2 The Employee has a scheduled appointment with an Employer-approved medical provider for treatment for an injury that occurred while on the job.

29.9.3 Intermittent leave under the Family and Medical Leave Act (FMLA).

29.9.4 A disciplinary suspension.

29.9.5 Management determines in its reasonable discretion that unusual circumstances warrant

excusing the Employee to leave early.

29.9.6 Management requests and the Employee agrees to leave early due to overstaffing, in accordance with the provisions of this Agreement.

29.10 Unexcused Leave Early. Any early leave that is not excused as outlined above in Section 29.9 is considered unexcused under this policy.

29.10.1 An Employee who leaves early either after Management reasonably denies a request to leave early or who leaves early without notifying Management at all of his/her early departure shall be considered to have abandoned his/her position. An Employee's job abandonment under this section shall be immediately treated as the Employee's voluntary resignation and his/her airport badge and parking or other transportation pass (if applicable) will be deactivated.

29.10.2 In no event will an Employee's refusal to work mandatory overtime in accordance with Article 7 be considered an

unexcused leave early or other attendance violation under this policy.

29.11 Schedule of Progressive Discipline - For Attendance Issues:

Repeated occurrences of attendance problems or tardiness will be disciplined in accord with this policy. Employees will be regularly updated on their current number of occurrence points. Attendance and tardiness occurrences are valued in the following way:

Occurrence Type	**Occurrence Point Value**
No Punch In/No Punch Out (NPI/NPO)	One point (1)
Failure to Provide Section 29.1 Notice (in conjunction with (a) - (e) below):	Half point (.5)
a) Unexcused Tardy	Half point (.5)
b) Unexcused Partial-Day Absence	Half point (.5)
c) Unexcused Absence	One and one-half points (1.5)
d) Unexcused Absence Before/ After LOA or Vacation	Two and a half points (2.5)
e) Unexcused Absence on a Holiday	Three points (3)
No Call/No Show (NC/NS)	Three points (3)
No Call/No Show (NC/NS) on a Holiday	Three and a half points (3.5)

Accruing excessive occurrence points leads to discipline as follows:

A total of 4 Occurrence points or more in twelve (12) consecutive months	1st Step Advisory
A total of 8 Occurrence points or more in twelve (12) consecutive months (after 1st Step Advisory)	2nd Step Advisory
A total of 12 Occurrence points or more in twelve (12) consecutive months (after 2nd Step Advisory)	Final Advisory
A total of 16 Occurrence points or more in twelve (12) consecutive months (after Final Advisory)	Termination of Employment
Occurrence points drop off after twelve (12) months. Probationary Employees who accrue one (1) NC/NS or six (6) or more occurrence points during the initial 90-day probationary period are subject to immediate termination from employment.	

REDUCING OCCURRENCE POINTS

Occurrence points carry over year to year. Employees have the potential to 'earn back' occurrence points. Points earned back cannot be banked. Management evaluates attendance records at the end of each month. Employees earn back occurrence points as follows:

No new occurrence points during any calendar month	One (1) occurrence point deducted from total
No new occurrence points during quarters ending March, June, September and December	Three (3) occurrence points deducted from total
Perfect (100%) tablet use during any calendar month	One (1) occurrence point deducted from total
Employee attendance at annual Prospect Safety Fair	One (1) occurrence point deducted from total

Article 30. Term of the Agreement

30.1 If the City and County of Denver or its Department of Aviation or other governmental entity mandates benefits and/or paid time off changes, the parties will meet to negotiate the implementation of the mandate.

30.2 This Agreement shall become effective on November 1, 2020 and shall continue in full force and effect until October 31, 2023, and shall renew itself without change until each succeeding year thereafter unless written notice of an intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party, hereto sixty (60) days prior to said amendable date. This Agreement may be signed in counterparts.

Attachment A

Employee Free Choice Procedure

This Employee Free Choice Procedure and Labor Peace Agreement ("EFCPLPA") is entered into effective July 1, 2019, by and between Prospect Airport Services, Inc. ("Employer") and SEIU Local 105 ("Union" or "Local 105"), for the purposes of: 1) ensuring an orderly environment for the Employer's employees to exercise representation rights granted them under the Railway Labor Act and 2) creating a legally enforceable labor peace guarantee between the parties wherein the Union, who is seeking to represent Employer's employees, agrees to refrain, for itself and its members, from engaging in picketing, work stoppages, boycotts or any other economic interference with Employer's operations at Denver International Airport ("DIA").

1. The EFCPLPA shall only apply to Employer's operations at DIA. The EFCPLPA shall apply to all of Employer's non-supervisory, non-confidential regular full- and part-time employees assigned to work at DIA except employees covered by existing collective bargaining agreements, if any (the "Unit").

2. The Employer shall take a neutral approach with respect to the unionization of its employees at DIA. The Employer and its representatives (including supervisors, managers

and consultants) shall not take any action nor make any statement that directly or indirectly states or implies any opposition to, or support of, the selection by the Employer's employees at DIA of a collective bargaining representative. The Employer shall not disparage the motive or mission of the Union or the Union itself, including its representatives and agents. The Union shall not disparage the motive or mission of the Employer or the Employer itself, including its representatives and agents.

3. The Employer shall not discriminate, discharge, lay-off or discipline any employee because he or she has joined the Union, signed an authorization card or engaged in any type of protected union activity. The Union and its representatives shall not intimidate, coerce or threaten any of the Employer's employees concerning their support for, or opposition to, the Union's organizing efforts, or for the purpose of obtaining authorization cards.

4. The Union's campaign will be positive and fact-based and will focus on wages and working conditions at DIA and how employees can address workplace issues through collective bargaining, union representation and political advocacy.

5. The Employer shall not interfere with the Union's lawful efforts to solicit authorization cards from employees. The Union shall not interfere with the performance by employees of their work.

6. The Union agrees it will not organize, picket, sponsor, engage in work stoppages or public demonstrations, or otherwise engage in any form of labor unrest activities aimed at Employer which relate to Unit employees at DIA covered by this EFCPLPA.

7. Upon request and a showing that the Union represents a majority of the affected employees, the Employer shall recognize the Union pursuant to the Railway Labor Act as the exclusive bargaining representative of the Unit. The card check process shall be completed within thirty (30) days of the Union's request. Proof of majority status shall be based on signed authorization cards or petitions. Any authorization cards collected prior to or after the execution date of this Agreement shall be considered to be valid evidence of union support so long as they were signed within one year of being presented to verify majority support, provided that the employee who signed such card is active at the time of the card verification and

provided that the employee has not in the meantime withdrawn his or her support in writing. Upon request of either party, a mutually agreeable third party shall conduct a review of the names on the cards or petitions, comparing the names to a current list of employees and verifying that signatures are authentic. If the Union has not met the requisite showing of interest to establish majority support for representation, the Union shall wait nine (9) months before initiating another request and showing of majority interest. The Employer agrees that the foregoing process shall be the sole and exclusive process for determining the Union's majority status. Accordingly, the Employer and the Union waive their respective rights to file petitions before the National Mediation Board or National Labor Relations Board in order to determine majority status for collective bargaining purposes. Notwithstanding the foregoing, if another union seeks to be certified as the bargaining representative of any portion of the Unit by filing a petition with the National Labor Relations Board or the National Mediation Board (or filing any other proceeding in pursuit of certification with the same), the Union may intervene or otherwise participate in that proceeding.

8. In accordance with the procedures set forth below and unless other agreement is reached by the parties, upon the Union demonstrating majority support for the Unit, the Employer shall engage in collective bargaining with the Union pursuant to the Railway Labor Act ("RLA") within thirty (30) days of the Employer's voluntary recognition of the Union as the exclusive bargaining representative of the Unit in accordance with Paragraph 8 herein.

However, with respect to the first collective bargaining agreement ("CBA") to be negotiated, the parties agree that, without resort to any other processes including those required under the RLA, following recognition as provided for in this Agreement, if no agreement on a first CBA has been reached within six (6) months of the Employer's recognition of the Union under Paragraph 7, the parties shall submit the dispute to arbitration before Dana Eischen. The arbitration shall be conducted on as expedited basis as possible and using "baseball arbitration" method (last best offer); specifically, that each side shall be limited to the submission of its last, best final offer concerning any open contract terms that have not been mutually agreed upon in negotiations. Dana Eischen shall select as the CBA

either the last, best and final offer presented by the Employer during negotiations or the last, best and final offer presented by the Union during such negotiations. The term of the CBA shall be no less than three years from the date of Dana Eischen's decision.

For any bargaining for each successor CBA to the first CBA referenced above, the parties shall follow the procedures under the RLA; however, in the event the parties are unable to reach agreement through direct negotiations pursuant to the RLA and either party applies to the National Mediation Board ("NMB") for mediation services and the NMB declines to mediate the parties' dispute for any reason, the parties shall pursue the following process to conclude their 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 upon, 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 to be released from mediation in writing to the mediator and the other party. The mediator shall have discretion to continue the mediation process or to terminate mediation and release the parties from the mediation process.

E. Following the mediator's release of the parties from mediation, the parties shall continue to maintain the status quo for an additional thirty (30) day "cooling off" period. By mutual agreement, the parties may submit to final last best offer interest arbitration before arbitrator Dana Eischen in the form described above.

F. In the event no agreement is reached, upon the expiration of the 30-day cooling off period, the parties are free to resort to self-help measures.

9. Within thirty (30) days of the Union's written request, the Employer shall furnish to the Union a current list containing the names of all employees in the Unit. Upon written request by the Union, the Employer will supplement the Unit list, but no more than once per quarter. Such list shall include each Unit employee's full name, work classification, date of hire and "Personal Information" (consisting of last known telephone numbers and addresses). Personal Information shall be provided to the Union for only those Unit employees who have not given written notice to the Employer objecting to the release of their Personal Information to the Union. The Employer agrees that it will not recommend to or encourage Unit employees to object to disclosure of their Personal Information. Upon receiving the Union's written request, prior to providing the Unit list, and in order to determine whether Unit employee(s) object to disclosure of their Personal Information, the Employer will send a notice to Unit employees that reads as follows:

"NOTICE OF RELEASE OF EMPLOYEE PERSONAL INFORMATION TO UNION

Local 105 Service Employee International Union ("the Union" or "Local 105") is exploring whether Prospect's non-management employees at Denver International Airport are interested in becoming Union members and being represented by the Union for purposes of collective bargaining with the company. Local 105 would like to contact you to find out your interest and has asked Prospect to provide it with information about Prospect employees including the employee "Personal Information" (addresses and telephone numbers) the company has on file. The Union has agreed that its representatives will not threaten, harass or coerce employees in any way to influence their decision either for or against union representation. Similarly, Prospect has agreed that it will not coerce, threaten, harass, discipline, discharge or otherwise discriminate against employees in order to influence their decision either for or against union representation.

Prospect will release your employee

Personal Information to the Union unless you tell us in writing that you do not want you Personal Information released. The decision on whether to make your employee Personal Information available to the Union is entirely up to you. If you do not want your employee Personal Information released to the Union, you can object to its release by completing and returning this form to Prospect on or before [DATE (date before list is due to Union)]. By providing you with this Notice, Prospect is not recommending that you join the Union or that you not join the Union nor is the company suggesting that you should sign or not sign the form.

_____ I do not want Prospect to release the employee Personal Information it has on file for me to the Union.

10. The parties agree that they shall not disclose the terms of this EFCPLPA or provide a copy (hard copy, electronic or otherwise) to any third party

without the written consent of the other party except where required by law to demonstrate compliance with relevant laws, rules, regulations and ordinances or to enforce a party's rights under the Agreement resulting from the other party's breach. The Employer may disclose to its customers or potential customers that it has entered into this EFCPLPA with the Union and the Union may disclose to other service providers at DIA that it has entered into this Agreement with the Employer. The parties may disclose the general terms of this Agreement to the Employer's employees subject to its terms when it is implemented.

11. In the event the union enters into an EFCPLPA with another service provider at DIA which contains terms or conditions for the signing service provider which are more favorable than those outlined herein, the Union shall promptly notify Employer of such more favorable EFCPLPA, and at Employer's option, the Employer may adopt the more favorable EFCPLPA of the other service provider which shall supersede this EFCPLPA.

12. In recognition of the consideration provided by the Union in this EFCPLPA, the Employer agrees not to waive any right it may have to insist upon an election conducted by the

National Mediation Board or National Labor Relations Board in connection with a demand by any other labor organization for recognition as the bargaining representative of the Unit, unless such labor organization provides equivalent consideration as is provided by the Union in this EFCPLPA or as required by law.

13. Neither party may provide notice to the National Labor Relations Board or the National Mediation Board, that the Employer has voluntarily recognized the Union pursuant to this Procedure, absent the written consent of the other party, or as may be required by applicable law.

14. The parties agree that any disputes over the interpretation or application of this EFCPLPA shall be submitted for binding arbitration, on an expedited basis before Dana Eischen. The Arbitrator shall render his decision within forty-eight (48) hours of having heard the dispute.