

# **CONTRACT**

**BETWEEN**

# **SEIU**

# **LOCAL 105**

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 105

**AND**



**SP PLUS**



**GLOBAL PARKING  
SOLUTIONS**

**EFFECTIVE:**

October 15, 2021

**AGREEMENT**

**between**

**SP PLUS,**

**Global Parking Solutions**

**and**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL NO. 105**

**Effective: October 15, 2021**

# TABLE OF CONTENTS

ARTICLE 1 - UNION RECOGNITION	1
ARTICLE 2 - NON-DISCRIMINATION	2
ARTICLE 3 - EMPLOYEE DEFINITIONS	2
ARTICLE 4 - TRAINING OF EMPLOYEES	3
ARTICLE 5 - UNION REPRESENTATION	5
ARTICLE 6 - HIRING AND EMPLOYMENT	8
ARTICLE 7 - CHECK-OFF	10
ARTICLE 8 - WAGES	12
ARTICLE 9 - HOURS AND OVERTIME	14
ARTICLE 10 - WORKING CONDITIONS AND JOB EXPENSE	18
ARTICLE 11 - MAINTENANCE OF PRESENT WORKING CONDITIONS	22
ARTICLE 12 - HOLIDAYS/BIRTHDAYS/ANNIVERSARY	23
ARTICLE 13 - VACATIONS	24
ARTICLE 14 - SENIORITY	27
ARTICLE 15 - DISCIPLINE/DISCHARGE	32
ARTICLE 16 - HEALTH AND WELFARE	33
ARTICLE 17 - LEAVE OF ABSENCE	35
ARTICLE 18 - GRIEVANCE PROCEDURE	37
ARTICLE 19 - ARBITRATION PROCEDURE	41
ARTICLE 20 - JURY DUTY LEAVE	42
ARTICLE 21 - NO STRIKE/LOCKOUT	42
ARTICLE 22 - MANAGEMENT RIGHTS	43
ARTICLE 23 - SICK LEAVE	45
ARTICLE 24 - BEREAVEMENT LEAVE	47
ARTICLE 25 - OCCUPATIONAL SAFETY AND HEALTH	48
ARTICLE 26 - LABOR/MANAGEMENT MEETINGS	50
ARTICLE 27 - SAVINGS CLAUSE	50
ARTICLE 28 - SAFETY PROTOCOL	51
ARTICLE 29 - ATTENDANCE AND TARDINESS POLICIES	51
ARTICLE 30 - ON CALL EMPLOYEES	55
ARTICLE 31 - OPPORTUNITY FOR IMPROVEMENT NOTICE (OINs) POLICY	55



SP PLUS, GLOBAL PARKING SOLUTIONS AND  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 105, CTW, CLC

This Agreement, effective October 15, 2021,  
between SP PLUS (aka STANDARD PARKING  
CORPORATION) and GLOBAL PARKING  
SOLUTIONS, hereinafter referred to as “Company”  
or “Employer”, and the SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 105, CTW, CLC,  
hereinafter referred to as the “Union”.

In entering into this Agreement, the Employer, the  
Union and all Employees agree to follow this contract  
and maintain and encourage a professional work  
environment in all places where all parties are treated  
with respect and dignity.

**ARTICLE 1 - UNION RECOGNITION**

- A. Pursuant to the Certification of Representation  
of the National Labor Relations Board, in Case  
Number 27-RM-631, dated February 5, 1996, the  
Company agrees to recognize the Union as the  
exclusive legal bargaining representative with  
respect to wages, hours and working conditions for  
all full-time and regular part-time Cashiers, Traffic  
Clerks, Vault Clerks, Audit Clerks, Front Desk  
Clerks License Plate Inventory (LPI) Clerks, Control  
Room Clerks, Assistant Supervisors, Flaggers and  
Reserve parking Attendants at Denver International  
Airport, but excluding all other Employees, guards  
and supervisors.
- B. Supervisory and temporary Employees shall  
not perform work normally performed by  
the Employees covered by this Agreement for  
any circumstances where non-bargaining unit

Employees are not immediately available for such work. Except when unusual and/or compelling circumstances prevent it, the Employer will offer work assignments, including overtime to bargaining unit employees before offering such assignments to non-bargaining unit employees.

## **ARTICLE 2 - NON-DISCRIMINATION**

- A. No Employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activity on behalf of the Union. Neither the Company nor the Union shall discriminate for or against any Employee or applicant for employment covered by this Agreement on account of race, color, religious creed, age, sex, disability, legal immigration status, veteran's status, sexual preference or national origin. It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all Employees without regard to race, color, religious creed, age, sex, disability, sexual preference, veteran's status, legal immigration status, pregnancy or national origin.
- B. The Employer, the Union, and all Employees shall maintain a work environment that is free of all forms of harassment, including sexual harassment. The Employer agrees to post their policy regarding harassment. There shall be no retaliation against an Employee who reports possible harassment.

## **ARTICLE 3 - EMPLOYEE DEFINITIONS**

- A. Full-time Employee: A full-time Employee is one, who is scheduled, and who regularly works thirty-two (32) or more hours per week.

- B. Part-time Employee: A part-time Employee is one who is scheduled and who regularly works between 20 and 32 hours per week.
- C. Probationary Employee: An Employee is considered probationary for the first ninety (90) days of employment. During such probationary period they may be discharged by the Company at the Company's discretion. The Employee shall not have recourse to the grievance procedure.
- D. The Employer will develop, and make available, reasonable job descriptions for all classifications covered by this Agreement.
- E. Presently the following classifications are covered by this Agreement: Clerk, Traffic, LPI, Cashier.
  - 1. Within the Clerk classification, there are the following departments: Audit, Vault, LPR, 97, Front Desk and Master. Within each classification, Assistant Supervisor/Lead is a separate department from the rest of the classification.

#### **ARTICLE 4 - TRAINING OF EMPLOYEES**

- A. Employees shall receive periodic training, intended to enable them to succeed in their position. If, however, in management's opinion, the Employee would succeed with more training, no reasonable request will be denied. The Company shall provide training manuals and other necessary materials. While the Employer retains the authority to direct training, it welcomes the input of employees in the development of its program.

## B. Cross-Training and Testing

1. Employees are encouraged to cross-train to certify for other positions at any time. The Employer shall maintain a list of Employees who desire training in another department or job classification other than the department or classification that they are currently performing. Employees shall be permitted to add their names to the list at any time. To be eligible for such training, Employees would need to meet and understand current job requirements. Opportunities for such training shall be offered to the senior Employee. For cashiers, such training will be provided within 30 calendar days; for all other positions, training will be provided within 90 calendar days.
  2. No employee shall be required to be tested if the Employer does not require applicants for that position to be tested. Further, an employee shall not be tested if that employee has performed the job in the past year unless substantial changes have been made to that job. Any test should be related to the basic job requirements as outlined in the job description.
- C. To meet the mutual interests of the Employer and the employees for high quality training, the Employer will develop designated trainers. The Employer will post vacancies for trainers, and employees will receive training in how to be a trainer. At the sole discretion of the Employer, the most qualified Employee who successfully completes such training will be designated as a trainer. The Employer shall designate at least one (1) employee for each classification (at least two

(2) for Cashiers) to serve as Dedicated Trainers. The Employer cannot designate an Employee who does not want to be assigned as a trainer. Any employee who is asked to serve as a trainer shall become a "Dedicated Trainer." Dedicated Trainers shall receive an additional \$1.50 per hour for all hours worked, regardless of whether they train on a given day. If the Dedicated Trainer has no training responsibilities on a given day, he/she will be assigned the regular duties of their classification. If additional employees are needed to train, they will receive a premium of \$1.50 per hour for each hour of work as a trainer. By March 15 of each year, the parties shall meet to discuss how to improve the training program. Each side may have up to five (5) representatives present.

## **ARTICLE 5 - UNION REPRESENTATION**

- A. Union Representatives shall be permitted to visit the operation coming under this Agreement for the purpose of observing conditions under which the Employees are working provided such visits shall not interrupt or disrupt the normal work environment of the operation or of individual Employees. The Union Representatives shall notify the Resident Manager or his designee upon arrival. The Resident Manager shall designate a designee for all shifts and workdays. The Union Representative shall comply with security regulations of the City and County of Denver. If the Union Representative needs to meet with management officials he/she shall make an appointment. If the Union Representative desires access to secure areas, a management escort will be required.

- B. The Employer recognizes the Union's right to elect or appoint shop stewards on all shifts for the purpose of policing this Agreement and representing Employees in grievance, investigatory and disciplinary meetings as provided by law. The Union shall inform the Employer of the names of all individuals serving as stewards and of any changes made as soon as practicable but not later than five days after election or appointment. The Company will not recognize any changes in Union stewards and/or Representatives until receipt of written notification. The Union and the stewards agree not to conduct any Union activities on Company time, except as provided for in this Agreement.

Union Stewards shall obtain prior approval of his/her Supervisor before leaving his/her place of work for purposes of presenting grievances and will report back to his/her supervisor immediately upon completion of such duties. Any reasonable request shall be granted provided it does not interfere with efficient operations. Excessive time (more than two working hours per week) consumed by stewards handling Union matters shall not be subject to compensation by the Employer, and in no case will overtime be paid. In all instances the efficiency and maintenance of the operation shall be precedence.

- C. Employees designated by the Union as authorized Bargaining Committee Members will be granted reasonable time off without pay to carry out the business of the Union regarding the negotiation of Agreement. The Union will provide reasonable advance notice of the meetings to the Company. Authorized Union Bargaining Committee members will be released on paid Company time for any joint bargaining sessions between the Union and

management held at the airport. When bargaining sessions are held at the airport, the Company will secure bargaining space at the airport. Any request for time off for the Bargaining Committee shall be responded to within two (2) business days. No request will be unreasonably denied.

- D. The Company shall furnish three (3) mutually agreeable locations for Union bulletin boards. These locations shall be in the main office at the main terminal, the east side garage break room and the west side garage break room.
- E. Unless prohibited by the City, (in writing), all bargaining unit employees may wear on their uniforms small, unobtrusive SEIU Local 105 insignia. Such pin shall not exceed three quarters of an inch in diameter across its largest dimension, and the quality and content shall be subject to approval by the Company.
- F. The Company will give two week notice to the Union prior to its quarterly customer service meetings.
- G. Upon two weeks written notice from the Union, Stewards shall be permitted to attend an eight (8) hour unpaid Quarterly Steward Council meeting. All Stewards will be excused from scheduled work on the day of these meetings and will not have points or penalties assessed against them. Dates and flexibility of schedule will be agreed upon in advance at the quarterly labor management meeting.
- H. As requested by the Union, but no more once a quarter, the Company shall provide the Union with a meeting area at DIA for the Union to conduct a

meeting with employees during the employees' non-work time. No supervisors or management shall attend such meetings unless invited by the Union.

## **ARTICLE 6 - HIRING AND EMPLOYMENT**

- A. It shall be a condition of employment that all Employees covered by this Agreement shall either (1) become and remain members in good standing of the Union, or (2) pay a monthly fee based on reasonable costs of representation to the Union. The representation fee shall be established by the Union consistent with applicable law. Such obligations shall be required no later than the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or the thirtieth (30<sup>th</sup>) day following the beginning of employment. The Company agrees to maintain its neutrality on issues related to Union membership, including any election related to compliance with the Colorado Labor Peace Act.
- B. In the event the Company uses an employment agency as a source of new Employees, any fee charged to the Company for that service will be paid by the Company and will not be charged to the Applicant.
- C. The Company shall inform all Employees, at the time of hire, who come under the scope of this Agreement, of the existence of the Agreement. The Company 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. A copy of the completed form shall be provided to the Union in accordance with the check-off provisions of the Agreement.

The Union agrees to provide the aforementioned forms. The Company shall notify the Union of any new Employee who refuses to enter into the obligations of Union membership (or fee payer status.)

- D. During any period when employees are on layoff and there are any position openings, prior to hiring any other individuals, the Company shall offer the laid off employees the right to recall in seniority order so long as the laid off employee can meet the job requirements, held the position in the past year prior to the layoff or can demonstrate the ability to perform the job by passing the qualification test.
- E. To the extent there are no laid off employees to be offered recall, in hiring, the Employer shall give reasonable consideration to applicants referred by the Union.
- F. Union Stewards and/or Representatives will be allowed unpaid time during work hours to provide an orientation for all new Employees. The time for such orientation shall not be more than fifteen (15) minutes unless mutually agreed otherwise. The Employer will provide an area for orientation that limits access to the individuals involved in the orientation without interruption by non-union employees. Union Stewards and/or representatives will explain the rights and responsibilities of Employees under this Agreement.
- G. Any Employee who does not maintain his/her membership or fee payer status in good standing with the Union shall, upon notice of such fact, in writing from the Union to the Company, be terminated within twenty-one (21) days of such notice unless extension is necessary due to business

necessity. Membership or fee payer status in good standing shall refer to payment of dues and initiation fees only.

- H. Employees physically incapable of working as a Flagger shall not be assigned to flagging duties, so long as they have a medical certification on file confirming their condition.

## ARTICLE 7 - CHECK-OFF

- A. The Employer agrees to a check-off for the payment of Union dues and initiation fees (or fee payer status) and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of signed authorization of such employees, and according to the method set forth below, and the Employer shall be the agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the employees.
- B. The regular monthly dues (or fee payer) for regular employees shall be deducted from each regular paycheck. For newly hired regular employees, half (1/2) of the full initiation fee and first (1<sup>st</sup>) month's dues shall be deducted from the employee's first full paycheck in the second (2<sup>nd</sup>) month of employment. The balance of the initiation fee and second (2<sup>nd</sup>) month dues shall be deducted from the first (1<sup>st</sup>) paycheck in the third (3<sup>rd</sup>) following month. In the event an employee terminates his/her employment before his/her initiation fee has been completed, the amount necessary to complete the initiation fee shall be deducted from the termination paycheck.

- C. All sums deducted for monthly dues and initiation fees (or fee payer payments) shall be remitted to the Union not later than the twentieth (20<sup>th</sup>) day of the month in which such deductions are made, together with a list specifying the following:
1. The names of all employees for whom deductions are made.
  2. The amount of deduction for each employee.
  3. The name, address, and social security number of all employees whose names are listed on the check-off for the first time during that month. In the case of all new employees who are not already members of the Union, an application for membership in the appropriate Union as provided for in Article 3 shall be included with the list and payments.
- D. All refunds of members' dues will be handled by the Union. The Union agrees to hold harmless and indemnify the Employer for any suits, claims, demands and liability by an Employee against the Employer arising out of the Employer's deduction of Union fees or assessments.
- E. The Employer further agrees to deduct voluntary contributions from Employees for the Union's Committee on Political Education who have completed a signed authorization and remit such funds to the Union on a monthly basis by separate check.

## ARTICLE 8 - WAGES

- A. The wage schedule in Appendix “A” attached hereto and hereby made a part of this Agreement are minimum wage schedule.
- B. Work time shall be computed by using the “seven minute rule” for all hours the employee works (i.e. an arrival time of 8:07 shall be rounded to 8:00 and an arrival time of 8:08 shall be rounded to 8:15). On the first business day of each month the Company shall synchronize the clocks at the Main Terminal and the satellite offices to the time listed by the National Institute of Standards and Technology at [www.nist.gov](http://www.nist.gov).
- C. Employees shall normally be paid every other Friday, by direct deposit or pay card (employee choice), which shall show the total number of hours worked and an itemized list of all deductions made there from. If the Employer fails to issue the Employee a paycheck, the Employer shall issue a manual check and forward via overnight mail on the next business day that the error is brought to the attention of the Employer. If the Employer makes a payroll error, the employer shall correct the error within five (5) business days from the date that the error is brought to the attention of the Employer. Such payments shall not be subject to the ‘supplemental wage’ tax adjustment. Employees shall submit notification of a payroll error to the Resident Manager or his/her designee. The Resident Manager shall maintain a current posting of the names of all designees. Such payments shall not be subject to the ‘supplemental wage’ tax adjustment. The Company agrees to pay a \$10.00 per day penalty starting five (5) calendar days after the Employee has notified the Resident

Manager, in writing, of a payroll error that has not been corrected. The maximum penalty against the Company shall be the larger of (a) amount of the error or (b) \$100.

The Employer shall provide a written pay stub to employees under the following circumstances: The Employee requests the pay stub(s) showing hours worked and itemized list of deductions for a payroll period from the Payroll supervisor any time Monday through Friday between the hours of 8 and 5. The Payroll supervisor prepares the requested information, places in a sealed envelope and leaves it at the front desk for pickup at any time. The Payroll supervisor shall prepare and leave the requested stub(s) no more than 24 hours if requested Monday – Thursday and by the following Tuesday if requested on Friday.

- D. The Company will make the timecard, payroll records, and benefit accruals available to the Union in cases when this information is necessary to resolve a grievance.
- E. The Employer shall make cross-training available to employees who wish to be considered for promotion to a higher classification. Employees who are promoted into a higher classification after successfully completing cross-training for that classification will immediately begin to be paid at the same step in the new classification as they held in their former classification. Other employees who are promoted into a higher classification will continue to be paid the rate of their former classification until they successfully complete training for the higher classification, at which time they will begin to be paid at the same step in the new classification as they held in their former classification.

## ARTICLE 9 - HOURS AND OVERTIME

- A. Saturday 12:01 a.m. through Friday 12:00 midnight shall constitute a normal workweek. The provision of this Article, however, shall in no way be construed as a guarantee of any amount of work by the Company, nor as a limitation upon the hours of work in any period.
- B. Eight (8) hours shall constitute a normal day's work.
- C. Forty (40) hours within a calendar week shall constitute a normal workweek.
- D. Any time worked in excess of forty (40) hours in the work week or twelve (12) hours in a workday shall constitute overtime and shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ) the Employee's basic straight time hourly rate of pay.
- E. Employees working eight (8) hours per day will receive a half-hour unpaid lunch. It is expressly understood that each Employee shall be entitled to one fifteen (15) minute uninterrupted rest period with pay, during each four (4) hours of work, and each Employee shall receive an uninterrupted unpaid lunch period of thirty (30) minutes, as close to the middle of the shift as practicable.
- F. Overtime Coverage
  - 1. The Employer will maintain a list of Employees requesting overtime by shift basis. The Union may review this list upon request. If any Employee refuses overtime more than twice in a sixty (60) day period, the Employee's name shall be dropped from the overtime list for ninety (90) days.

2. Scheduled overtime in a classification will be offered pursuant to the current practice of first come and first serve.
3. Unscheduled overtime in a classification will be offered in the following order until the Employer's overtime needs are met:
  - i. Voluntarily from the Full-time employees by seniority working that day in that classification;
  - ii. Voluntarily from the Full-time employees by seniority working that day in a different classification and that employee is qualified to work in the requested job;
  - iii. Voluntarily from Part-time and On-Call employees by seniority who are working that day in the classification;
  - iv. Voluntarily from Part-time and On-Call employees by seniority working that day in a different classification and that employee is qualified to work in the requested job;
  - v. Voluntarily from Part-time and On-Call employees by seniority order not working that day and are qualified to work in the requested job;
  - vi. Thereafter, qualified employees (Part-time, On-Call and Full-time) will be called and assigned the unscheduled overtime in reverse order of seniority except that no employee will be required

to work more than one (1) consecutive unscheduled shifts or once a quarter the employee can reject the forced overtime if she/he has extraordinary circumstances that make her/his ability to work overtime that day not possible.

- vii. Employees shall not be required to perform overtime work during their first ninety (90) days of employment.
- viii. An employee who is required to perform unscheduled overtime work will be given at least one (1) hour notice before the end of an employee's shift, as long as the employee calling off follows the established notification procedure at least two (2) hours prior to the absence. The employees shall be paid two (2) times the regular hourly rate for the unscheduled overtime work performed. In no event shall any cashier or traffic agent be required to accept any overtime assignment of more than four (4) hours. If the employee is required to stay over on A-shift and does not desire to stay over beyond four (4) hours, the Company will provide secure transportation for the employee's return home. The type of transportation shall remain in the Company's sole discretion. The Company will only secure transportation in the event that public transportation is not available. No employee will be required to accept more than two (2) overtime assignments in the same month. Such assignments shall not be on consecutive days. The employee can

reject the forced overtime if she/he has extraordinary circumstances that makes her/his ability to work overtime that day not possible. In the event the employee calls off of the regularly scheduled shift following the unscheduled overtime, he or she will be paid time and one half the hourly rate for the hours worked during the unscheduled overtime.

#### G. Call-In and Mandatory Meetings

1. Any Employee called in for extra work and/or overtime assignment who is not scheduled to work in that day, shall be guaranteed a minimum of four (4) hours pay for each call in and shall receive this call in pay if the extra work/overtime is not cancelled at least two (2) hours before the scheduled extra work and/or overtime assignment.
2. The Company will hold mandatory meetings preceding or following scheduled shifts in order to avoid creating an undue burden on the employee.

H. Where possible, the Employer will try to provide ten (10) working days notice to employees of any permanent change in work schedule.

#### I. Mutuels.

1. Mutuels are an exchange of scheduled shifts between employees.
2. Mutuels must be agreed upon, in writing, by both parties.

3. Mutuals must be approved, in writing, by a manager.
4. Mutuals cannot create overtime for either party.
5. Mutuals must be signed at least twenty-four hours before the first shift involved, unless direct or telephone contact is made with an Operations Manager (formerly Manager on Duty) or another member of management.
6. An Employee is limited to three (3) mutuals per month.
7. If a pattern with regard to scheduling mutual is observed by management, then for a reasonable period of time, the Company reserves the right to deny future mutual requests that follow that pattern.
8. An employee cannot trade an overtime shift through a mutual.

## **ARTICLE 10 - WORKING CONDITIONS AND JOB EXPENSE**

- A. It is hereby agreed that the Company shall carry Worker's Compensation Insurance on each employee coming under the terms and provisions of this Agreement. The Employer agrees to make reasonable accommodations for Employees who are able to return to work from work related injuries or illness. Accommodations will be determined by restrictions and recommendations of treating physician.
- B. The Company may implement reasonable new polices on dress code requirements with at least

ten (10) working days written notice to employees and the institutional union. In the event such changes need to occur earlier than ten (10) days, the Company will meet and confer with the Union prior to implementation. If disagreements of changes arise, the Union must notify the Company prior to the scheduled date of implementation. At such time the Company will meet with the union in good faith to resolve any concerns.

- C. Employees will be held financially liable for loss or theft of any equipment if management finds the Employee has been willfully negligent with respect to degree of care, custody and control Employee has over such. Employees will not be required to repay the shortages incurred.

All shortages will be considered revenue control violations and will be subject to the following policy:

Cashiers will be on a point system for all overages or shortages. They will be charged a point for any combination of 2 over-short, short-short, or over-over, in a one (1) workweek period, starting Saturday at 12:01 a.m. and ending the next Friday at midnight. Cashiers will be notified by letter for each point charged. Upon receiving the 3<sup>rd</sup> point letter, they will be given a 1<sup>st</sup> written warning. The 4<sup>th</sup> point letter, 2<sup>nd</sup> written warning; the 5<sup>th</sup> point letter; final written warning. The 6<sup>th</sup> point will result in Suspension pending Termination. Any excessive (an accumulation of \$50 in errors or single \$50 or greater error) exceptional, or repetitious overages or shortages can result in the by-passing of the above procedures and may result in discipline up to and including termination. If a credit card error is corrected on the shift and customer approves, then no point will be issued.

Points – an overage or shortage is determined on the basis of \$.01 per transaction. Example: 300 transactions during a shift means penalty points would only be given for errors exceeding \$3.00 over or \$3.00 short.

The term of measure in each instance is a rolling six (6) month period.

Each termination will be reviewed on a case-by-case basis. After review of employment record for frequency of shortages, totals of shortages, OINs, etc., a final decision will be made.

If a shortage is determined to be attributable to employee dishonesty or theft, the dishonest employee will be terminated immediately. In such cases, the Company reserves the right to contact law enforcement authorities and take any other appropriate measures to recover missing funds. The Company will investigate and remedy, if necessary, reasonable claims of equipment inaccuracy made by employees.

In the event a Cashier is found in error following an audit, the Cashier will be held responsible for that error. But if a supervisor was involved in that transaction, the Cashier will not be held responsible for that error. The Company agrees that supervisors shall sign the Lane Report any time they instruct a Cashier to alter a transaction. A supervisor's refusal to sign a Lane Report under such circumstances shall entitle a Cashier to immediately notify a Manager for a spot audit.

When the Company becomes aware of a trend in a Cashier's record of shortages and/or overages prior to disciplinary action, a mandatory training shall be provided for the Cashier. Management and the Union agree that either party retains the right to propose additions, edits, or changes with proper notice to the other party. Such additions, edits, or changes shall require approval by both parties.

- D. Any Employee required to move from job site to job site in the course of his/her duties shall be paid for such time as spent in traveling, unless otherwise provided for by both parties in writing.
- E. Upon successful completion of training, any bargaining unit Employee who works in a higher paid classification will receive the pay of that higher classification, at the same seniority step, for all hours worked in that higher classification. The Company will make available cross-training opportunities for workers on the basis of seniority. If compelling circumstances occur, however, and an Employee is directed by management to perform the duties of a higher classification without having completed such training, the Employee shall be paid at a higher rate. A list of Employees who wish to volunteer for additional training shall be kept on hand and updated as changes are desired by the individual Employees. Any Employee who works temporarily and receives a higher rate of pay will return to their previous rate of pay upon return to their previous classification. Any Employee who temporarily performs work in a lower paid classification shall be paid in his/her previous rate of pay.
- F. The Company agrees to expeditiously supply, maintain and replace all equipment (including

cold weather gear) that is reasonably necessary for the Employees to perform their job in a safe, comfortable, and healthy manner.

## **ARTICLE 11 - MAINTENANCE OF PRESENT WORKING CONDITIONS**

- A. Present hours of work or conditions of employment will not be reduced except where necessary to efficiently operate the facility, including technological advances in the parking industry. The Company will provide at least forty-five (45) days' notice of an expected workforce reduction due to factors within the Company's control and as much notice as possible but no less than five (5) days' notice in advance of an unexpected workforce reduction due to factors that are out of the Company's control.
- B. In the event the City exercises its right to re-bid the DIA Parking Contract, the Company will provide the following information to the Union: names, seniority dates, benefit accruals, pay rate and the number of hours scheduled. The Company is not required to release confidential, proprietary information, which could place the Company at a competitive disadvantage.
- C. The Employer will make reasonable efforts to avoid the release of any personal information without the Employee's permission.
- D. Work assignments for cashiers, traffic LPIs, Vault Clerks and License Plate Review Clerks will be rotated on an equitable basis by the Employer based on scheduling needs.

**ARTICLE 12 - HOLIDAYS/  
BIRTHDAYS/ANNIVERSARY**

The following holidays shall be observed as holidays with pay for all Employees:

NEW YEAR'S DAY  
FOURTH OF JULY  
THANKSGIVING DAY  
MEMORIAL DAY  
LABOR DAY  
CHRISTMAS DAY  
PRESIDENT'S DAY  
MARTIN LUTHER KING'S BIRTHDAY  
EMPLOYEE'S BIRTHDAY  
JUNETEENTH

The parties also agree to observe Cesar Chavez Day and Veteran's Day. The parties shall endeavor to meet two months before each Holiday to plan observance activities. Any costs shall be agreed to by both parties, not to exceed \$100 total. The cost shall be divided equally by both parties.

The Company will also provide a paid "personal day" as an additional holiday. The personal day must be taken during the anniversary year and will not be unreasonably denied with at least forty-eight (48) hours advance notice. The personal day is not subject to carry over or cashing out.

- A. Active full-time employees will be paid for holidays not worked. Part-time Employees will be paid holiday pay only for those holidays they actually work.

- B. Pay for holidays not worked, but for which an employee is eligible to receive holiday pay, shall be at the employee's regular rate of pay for the holiday, as he/she would receive if he/she had worked. Employees working the above stated holidays shall be paid time and one-half (1 ½) for all hours worked on the holiday in addition to holiday pay.
- C. All holidays shall be observed on official dates set by the Federal Government except for the holidays such as Christmas Day, Fourth of July and New Year's Day, which may fall on the weekend. Those holidays will be recognized on the actual day.
- D. In order to receive holiday pay, full-time employees, unless excused in writing by the Employee's immediate supervisor, must work that holiday or be scheduled off on that holiday, and must work their last scheduled workday before the holiday and their first scheduled work day after the holiday.
- E. Only holidays worked will be counted as time worked for over-time purposes.

### **ARTICLE 13 - VACATIONS**

- A. The Company will grant one (1) week vacation with pay as set forth below to all full-time Employees who have been in the continuous, service of the Employer and/or predecessor contractor for one (1) year preceding the period in which the vacation is to be taken and shall have been a regular full time Employee during such year.
- B. The Company will grant two (2) weeks vacation with pay as set forth below to all full-time

Employees who, have been in the continuous service of the Employer and/or predecessor contractor for a period of three (3) years preceding the period in which the vacation is to be taken and shall have been a regular full-time employee during such three (3) year period.

- C. The Company will grant three (3) weeks vacation with pay as set forth below to all full-time Employees who have been in the continuous service of the Employer and/or predecessor contractor for a period of five (5) years preceding the period in which the vacation is to be taken and shall have been a regular full-time Employee during such five (5) year period.
- D. The Company will grant four (4) weeks vacation with pay as set forth below to all full-time Employees who have been in the continuous service of the Employer and/or predecessor contractor for a period of fifteen (15) years preceding the period in which the vacation is to be taken and shall have been a regular full-time Employee during such fifteen (15) year period.
- E. The Company will grant five (5) weeks vacation with pay as set forth below to all full-time Employees who have been in the continuous service of the Employer and/or predecessor contractor for a period of twenty-five (25) years preceding the period in which the vacation is to be taken and shall have been a regular Employee during such twenty-five (25) year period.
- F. For purposes of this Article, an employee shall be given credit for all years of service as a full-time employee, regardless of whether or when in his/her tenure the employee worked part-time.

- G. Employees may submit vacation requests in January for vacations in the months of March through February of the following year. Such vacation requests must be submitted in writing to the Payroll Supervisor, and the proper forms will be available in the main office. Such vacation requests shall be granted on the basis of seniority. However, no such vacations will be scheduled from November 15 through December 31. The Employer shall post the approved vacation schedule by February 15 for vacations. Vacation requests made outside of the scheduling months of January will be approved in the order in which they were submitted, unless compelling circumstances dictate that a later request be given priority. Such vacations may be granted in the months of November and December if the Employer determines that circumstances warrant it.
- H. The last hiring date of the individual Employee in the bargaining unit with the Employer or with a predecessor Employer, whichever is longer, shall determine his/her eligibility for vacation. Vacations shall be taken at any time after the Employee's anniversary hiring date, but prior to his/her next anniversary hiring date unless vacation requested cannot be granted due to the staffing needs of the operation as determined by the Company.
- I. In the case of an approved leave of absence or layoff of greater than thirty (30) days, an Employee's anniversary date, for the purpose of determining eligibility for vacation, shall be changed by adding it to the period of his/her absence or layoff. An Employee who is laid off through reduction in work force and recalled within ninety (90) days or an Employee who returned from an approved

leave of absence of thirty (30) days or less, shall be considered as having been continuously employed as to vacation right.

- J. An Employee who completes his/her probation period and is terminated, laid off or who resigns will receive vacation pay for all earned but unused vacation.
- K. Eligible part-time Employees shall receive prorated vacation benefits based on hours actually worked.
- L. An Employee with two weeks of vacation may take those two weeks together. Employees shall be able to take the entirety of vacation in a continuous manner. At the conclusion of any vacation period, the Employee will return to his/her normal weekly schedule and assignment.
- M. An employee is not permitted to carry over vacation from year to year and pay in lieu of vacation is not permitted.
- N. If an employee's available vacation is not reported on their pay stub, the Employer shall provide a report indicating each employee's available vacation on a quarterly basis upon request from a Union organizer or steward.

#### **ARTICLE 14 - SENIORITY**

- A. Seniority is defined as continuous employment within the bargaining unit (as opposed to time in any one classification) with the Employer from the date of hire or continuous employment within the bargaining unit, whichever is longer. Seniority shall be broken if:

1. Employee quits or is terminated for just cause.
2. Employee is laid off for a continuous period of six months or more.
3. Employee fails to return from an authorized leave of absence.
4. Employee fails to return to work upon recall without a reasonable excuse within 24 hours of the time and date specified by the Company. Such date shall be at least five (5) working days from date of notification unless mutually agreed to otherwise.
5. Settlement with an Employee has been made for total disability.
6. Employee Retires.

## B. Seniority Application

1. Seniority shall prevail in bidding of shifts, days off, layoffs, and recalls, except as provided in Section F herein.
2. The Company shall conduct an annual bid for shifts and days off and such bid shall be conducted within each classification.
3. Vacation scheduling shall continue to follow the current practice of first come, first serve except if on the same day, two or more employees request vacation for part or all of the same period, then the highest seniority requesting employee(s) shall be granted the vacation.

4. If there is an increase in shifts or decrease in shifts within a classification and/or department due to operational changes, then the bid shall be within that classification and/or department.
- C. All shift openings and days off shall be posted for at least five (5) days and shall be awarded on the basis of seniority within that classification. Employees desiring a transfer to another schedule within their classification may indicate such desire in writing and shall be automatically included on the posting for such positions. Employees wishing to transfer between classifications cannot do so during the shift bid process and may only apply for vacant positions in other departments as they arise.
  - D. Job opportunities shall be posted for at least five (5) workdays. Employees desiring a transfer to another job classification may only apply for a transfer upon posting of a vacant position in the desired job classification. Job openings shall be awarded to the most qualified applicant provided such applicant has a substantial difference in qualification over other applicants. If there is not a substantial difference in qualifications, the job shall be awarded to the senior qualified applicant. Employees who are awarded a position in an open bid may not apply for another open bid position for 90 days.
  - E. If an Employee bids into different position and fails to perform satisfactorily within the first sixty (60) calendar days, the Company may offer the Employee the closest comparable position based on his/her skills and qualifications. The Company shall provide the employee and Union with written notification of the reasons that the employee cannot perform the job.

F. In the event that the Employer finds it necessary to eliminate any days off, shift jobs, or engage in a layoff or reduction in force, any affected Employee(s) shall then have the right to displace any less senior Employee. The Company shall provide at least forty-five (45) days' notice of an expected workforce reduction due to factors within the Company's control and as much notice as possible but no less than five (5) days' notice of an unexpected workforce reduction due to factors that are out of the Company's control. The Union shall be entitled to hold a town hall meeting about the workforce reduction within ten (10) days of the notice. A maximum of two displacements are allowed. However, before he or she can bump into a position, an affected Employee must first qualify for that position.

The layoff process shall work as follows:

**Shift Bid:** The Company shall post the shift bid. Thereafter, all Employees shall be provided with at least five (5) days to submit bid choices. The Company shall post the deadline for submitting shift bids. Within forty-eight (48) hours of the deadline, the Company shall post the results of the shift bid.

**First bump:** All Employees who do not have a position after the shift bid shall be considered affected by the layoff. Only affected Employees shall be permitted to bump. Affected Employees shall be given at least five (5) days to submit a bump request. The Company shall post the deadline for submitting bump requests. A Union representative shall be entitled to be present at the bumping deadline. All bump requests shall be time-stamped. More than one Employee may

submit bump requests for the same position. If two Employees have the same seniority, the Employee who submitted their bump request first shall be considered more senior for bumping purposes. Within forty-eight (48) hours of the deadline, the Company shall post the results of the first bumping period.

If testing is necessary to determine whether an Employee is qualified to bump, the Employee shall be notified of his/her test score and the results shall be posted within twenty-four hours. If an Employee is bumped by someone who subsequently is found to be not qualified, the original Employee will be returned to the position from which he/she was bumped. However, if more than one Employee submitted bump requests for that position, the Company will investigate the qualifications of the next most-senior bidder.

10-day quiet period: After the deadline for the first bumping period, there shall be a ten (10) day period without any bumping.

Second bump: Affected Employees shall be given five (5) days to submit a second bump request. The Company shall post the deadline for submitting second bump requests. A Union representative shall be entitled to be present at the bumping deadline. More than one Employee may submit bump requests for the same position. Within forty-eight (48) hours of the deadline, the Company shall post the results of the second bumping period.

- G. Global and SP Plus shall recognize the seniority of employees who transfer from one employer to the other. Bargaining Unit seniority for all purposes, including wage rates, will continue to be

earned regardless of whether an employee works for Global or SP Plus. Employees will be paid out 50% of their accrued, unused sick leave upon transferring from one company to the other.

## **ARTICLE 15 - DISCIPLINE/DISCHARGE**

- A. The Company will not discipline or discharge any bargaining unit Employee without just cause. The Employer shall issue a disciplinary notice within five (5) days of the offense or the Employer's knowledge of the offense. Unless otherwise requested by the Employee, the Employee and the Union Steward shall be given a written copy of all disciplinary actions (including suspension and termination notice) at the time of disciplinary action. An Employee shall have the right to have a steward present at any meeting where disciplinary action will be imposed or where an investigation meeting may lead to disciplinary actions of that Employee.
  
- B. The Company agrees to utilize the principles of a progressive disciplinary program (documented counseling, written warning, suspension not to exceed three (3) days or pending completion of investigation of violation and termination.) This progressive discipline system does not apply to discipline for Attendance, Tardy or OINS. Also, for more serious offenses, which shall be listed in the Company rules and furnished to the Union, an Employee may immediately be suspended or terminated depending on the circumstances and severity of the violation. Closely related infractions of Company policies and/or rules may be combined for purposes of progressive discipline depending on the circumstances of the infraction. (See Appendix B). Employees are required to sign

warning notices for the purpose of acknowledging receipt only and warning notices shall indicate this below the employee's signature line.

- C. Any bargaining unit Employee shall have the right to inspect his/her personnel file, upon request to the Resident Manager or his designee, who will establish a mutually agreeable time for the Employee to inspect his/her file. No disciplinary action reports or adverse information will be released to another Employer, including any bidders for DIA's parking contract.
- D. Unless dictated by City requirements, the Employer shall have the right to implement reasonable new permanent work rules or clarifications provided that such rules or clarifications are posted seven (7) working days prior to implementation and at the same time a copy is provided to a Union steward that has been designated by the Union. Where practical to do so, the Company will withhold implementing major policy changes and major policy clarifications until they can be discussed at a quarterly labor/management meeting.
- E. All disciplinary written warnings will remain a permanent part of the Employee's file, however written warnings shall expire and not be used for disciplinary purposes twelve (12) months after the date of the written warning.

## **ARTICLE 16 - HEALTH AND WELFARE**

- A. The Company agrees to offer a health insurance program to full-time Employees covered under this Agreement after 90 days of continuous employment. The Company agrees to pay on behalf of the full-time covered employees or part-

time covered employees regularly scheduled 30 to 32 hours per week who select coverage, the following contribution percentages for the health insurance program:

- Single coverage – 85%
- Single plus one – 85%
- Family coverage – 85%

- B. The Company agrees to contribute an amount equal to  $\frac{1}{2}$  (one-half) of the percentage amount identified in Section A herein for eligible part-time employees who select coverage.
- C. After the initial enrollment period, Employees may enroll for coverage, only during the open enrollment period.
- D. The Health and Welfare program is subject to approval by the City and is offered to the extent approved by the City.
- E. If the Company decides to solicit new bids from current or prospective health care providers, the Company will notify the Union of its intent to solicit bids. When the Company receives bids, the Company agrees to meet and confer with the Union prior to implementing changes in the current health care benefit.
- F. In the event that US and/or Colorado law implements health care reform initiatives into new law, the Union reserves the right to open the contract for modified contract provisions on healthcare or other areas as mutually agreed to.

## ARTICLE 17 - LEAVE OF ABSENCE

- A. Application for a personal leave of absence shall be made in writing thirty (30) days in advance, if practicable, by an employee requesting leave, and leave of absence, if granted at sole discretion of management, will be approved in writing and such approval shall not be unreasonably denied. Authorized personal leave of absence for any purpose shall not affect previously accumulated vacation time or tenure. Employees are encouraged to utilize vacation prior to requesting leave. Seniority shall continue to accrue during the first thirty (30) days of an authorized leave of absence.
- B. Employees who have been in the employ of the Company for at least one (1) year may request a leave of absence in writing, such leave of absence without pay is not to exceed ninety (90) days, except when the Company agrees to such leave. Any Employee granted a personal leave must use accrued vacation time. If the Employee is out of accrued vacation time, the Company may grant him/her unpaid time. An Employee who had vacation time reserved but used all of his/her accrued vacation time for a personal leave of absence shall be given the option of taking his/her vacation time without pay as scheduled. Should the Company grant such leave, permission shall be in writing setting forth the dates of such leave. The Company shall not unreasonably deny a written leave of absence request and if denied the reason for the requested leave of absence shall be provided by the Company to the employee in writing. If an Employee does not report back to work on the agree date, termination may result unless the Employee requests and extension in writing. The Company shall grant such leave extensions at their discretion.

- C. Family/Medical leave up to twelve (12) weeks in a twelve (12) month period may be granted if the Employee has been employed for at least (12) months and worked 1,250 hours in the last twelve (12) months. This leave will be unpaid except the Company may require the employee to exhaust his/her vacation entitlement (to the extent it has not been used) or any unused sick. The Company shall meet the minimum requirements as described in the Federal Family and Medical Leave Act (FMLA), or similar state law, if enacted.
- D. The Employer shall continue to provide health care benefit coverage, including the Employer contribution, for twelve (12) weeks of leave and shall allow continuation of coverage at the Employee's expense for the duration of the leave subject to the conditions of the health plan.
- E. Standard Parking agrees to offer Disability Insurance to bargaining unit employees, at the employee's cost. If the Company decides to solicit new bids from current or prospective Disability Insurance providers, the Company will notify the Union of its intent to solicit bids. When the Company receives bids, the Company agrees to meet and confer with the Union prior to implementing changes in the current Disability benefit. The execution of this article shall in no way open any other aspect of the contract for bargaining. Global Parking shall offer Disability Insurance to bargaining unit employees with comparable terms to the Standard Parking disability benefits.
- F. Employees on a leave of absence exceeding 30 days, other than the Family Medical Leave Act shall be required to pay their own health and welfare benefits.

- G. An Employee leaving the employment of the Company for the purpose of working full-time for SEIU Local 105 will be given an unpaid leave of absence without loss of seniority for a period not to exceed one year unless mutually agreed otherwise by the Union and Company. Notice of such leave shall be made at least two weeks in advance. No more than two Employees at one time may be off for leave in excess of three (3) months, unless mutually agreed upon by the Union and the Company. The Employee will notify the Company at least two weeks prior to their return to work.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

- A. Any grievance or dispute concerning the interpretation or application of this Agreement may be submitted as a grievance. Grievances must be filed in writing with the Employee's immediate supervisor or designee within ten (10) working days of their occurrence, ten (10) working days in the case of discharge. The MOD shall initial and date the grievance, acknowledging receipt.
- B. When such notification in writing is served upon the other party, the following procedure shall be observed.

### Step One

1. The Employer's Human Resources ("HR") representative shall meet within five (5) working days with the grievant, the Steward who filed the grievance and/or Union Representative and attempt to resolve the dispute. Employer may also have the immediate supervisor present. The Company representative shall issue his/her answer in writing within five (5) working days.

## Step Two

1. If the grievance is not resolved at Step One, the Union shall present the written grievance to the Resident Manager, within five (5) working days of its receipt of the Step One answer. The Company's Resident Manager (or the Assistant Resident Manager, with the authority to resolve the grievance, if the Resident Manager is unavailable) shall meet within five (5) working days with the grievant and the Union representative(s), to resolve the dispute. The Union shall decide whether the Union representative(s) are the Union organizer, the grievant's steward or both. The Company representative shall issue his/her answer in writing within five (5) working days. If the grievance is not resolved at Step Two, the Union shall notify the Company in writing within ten (10) working days of its receipt of the Step Two of its desire to proceed with Arbitration.
  2. The Parties recognize the grievances should be settled promptly and as close to the source as possible. Both parties will cooperate to present all facts related to the grievance to the other party during the investigation, and preparation of grievances and at all steps of the grievance procedure. The Company shall provide any relevant information requested by the Union to investigate and evaluate a grievance.
- C. It is recognized that by mutual agreement between the Union and the Resident Manager, grievances may be advanced in Steps up to and including Arbitration. Further, the Parties may agree to combine individual grievances when appropriate in order to resolve related cases.

- D. For the purposes of this Article, days and/or business days are defined as Monday through Friday, except for holidays recognized under this Agreement.
- E. If the Company fails to answer the grievance within the time limits specified herein the Union may advance the grievance to the next step. If the grievance is not timely filed or advanced by the Union within the time limits specified herein the grievance shall be considered dropped without prejudice by the Union. Time limits for individual grievances may be extended with the mutual agreement of the Resident Manager or his designee and the Union.
- F. The Company will endeavor to schedule grievance meetings on working time, if there is no interference with efficient operations. If the Company agrees to schedule a grievance meeting during the Employee's and/or stewards scheduled work hours, the time shall be paid.
- G. Mediation: Following a timely appeal to arbitration in accordance with the provision of Articles 18 and 19 of the collective bargaining agreement, either party may request that the unresolved grievance first be submitted to mediation. If both parties then agree to mediate a particular dispute, the following procedures shall apply:
1. The Mediator shall be selected by mutual agreement of the parties. The mediator shall serve for at least one session and for as many sessions thereafter as the parties may agree.

2. The fees and expenses of the mediator, if any, shall be shared equally by the parties.
3. Each side shall be limited to three representatives at a mediation session. The Union may include the grievant as one of its representatives. No observers shall be permitted.
4. Neither side may be represented by counsel in mediation. Neither side may make any audio or video recording, or any transcript or other record of the proceedings. Any notes taken during the mediation shall be for the use of that party only and shall not constitute or be considered a “record” of the proceedings.
5. The mediation proceedings shall be entirely informal in nature. The rules of evidence shall not apply, and evidence will be elicited in narrative fashion through the parties’ representatives, rather than through witness testimony. Documents and other tangible evidence may be submitted to the mediator for conclusion of the proceedings.
6. The mediator’s function shall be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the mediator shall be free to use all of the techniques associated with mediation, including conferences with both parties, conferences with one party only, or conferences with select individuals. The mediator shall also be free to render his or her opinion regarding the merits of the dispute to any or all of the participants if the mediator deems it advisable to do so.

7. The procedures set forth in paragraphs 1 through 6 above may be modified on a case-by-case basis by agreement of the parties.
8. Should the mediation be scheduled during the grievant's shift, the grievant will be permitted time off work, subject to staffing availability, without loss of pay to attend the mediation. Union representatives may request time off without pay to attend the mediation.
9. If the parties reach agreement in mediation to settle the dispute, that settlement shall be binding on the parties.

## **ARTICLE 19 - ARBITRATION PROCEDURE**

- A. In the event that a grievance, as provided in Article 18 has not been settled at Step Two, the Union may within ten (10) business days of receipt of the Company's Step Two response, file a written notice of its intention to proceed in Arbitration. If no written request for Arbitration is made within the ten (10) business days provided for herein, the grievance shall be barred from further consideration.
- B. Upon such timely notice to proceed to arbitration, the matter shall be submitted to arbitration unless the parties have agreed to mediation pursuant to Article 18(G). If the parties have agreed to mediation of the grievance, then it shall be submitted to arbitration only if it is not fully resolved in mediation. If the parties have not agreed to mediation, then it shall be submitted to arbitration after the Second Step. Upon submission to arbitration, if the parties cannot mutually agree on an arbitrator, either party may contact the

Federal Mediation and Conciliation Service to request a list of seven (7) arbitrators. The grieving party shall have first strike privilege. The parties shall alternate striking names from the list and the remaining one shall be the Arbitrator.

- C. The arbitrator's decision shall be final and binding on both parties hereto. The Arbitrator shall not have authority to modify, nullify, or amend any of the terms of this Agreement.
- D. The Arbitrator's fee and all incidental expenses of the Arbitration shall be shared equally.

#### **ARTICLE 20 - JURY DUTY LEAVE**

- A. Any Employee who is required to report for jury service and/or in response to a subpoena shall be paid the difference between the total amount received for jury service and the amount he/she would have earned working his/her regularly scheduled day at the straight time rate.
- B. In order to receive such pay from the Company, the Employee must furnish evidence from the court of such service and the amount paid him/her by the court.

#### **ARTICLE 21 - NO STRIKE/LOCKOUT**

- A. The Union agrees that during the term of this Agreement that the Union and the Employees will not engage in, approve, sanction, encourage any strike, picketing of any kind, bannering, work stoppage, or any other direct, willful interference of work.

- B. In the event of any of the foregoing instances cited, the Union upon reasonable evidence by telephone or fax by the Company, will immediately take reasonable steps to notify all members of the Union that the action is not authorized and advise them to immediately cease the violation. The notification of the Employees by the Union shall be signed and delivered to the worksite by an authorized representative of the Union. A copy of the notification will be faxed to the Company immediately following its creation and authorized signature.
- C. It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action for any Employee covered by this agreement to refuse to go through or work behind any authorized picket line established because of a strike authorized by the Denver Area Labor Federation, AFL-CIO and/or Colorado AFL-CIO.
- D. The Company shall not lockout its Employees during the term of this Agreement.

## **ARTICLE 22 - MANAGEMENT RIGHTS**

- A. Except as expressly and specifically limited or restricted by a provision of this Agreement, the Company has and shall retain the full right of management and direction of the Company and its operation. Such rights and responsibilities of management include, but are not limited to the rights to:
  - 1. Plan, direct, control, increase, decrease, or to discontinue operation in whole or part.
  - 2. Determine all services to be rendered.

3. Shift services, processes or types of work methods.
4. Change equipment, or introduce new methods, techniques and/or equipment and services.
5. Discharge or otherwise discipline Employees for just cause.
6. Promote or demote Employees.
7. Add to or reduce the number and starting and ending of shifts; the schedules, starting and ending hours of work, or numbers of hours to be worked and the work force.
8. Layoff and recall Employees.
9. Determine whom it shall hire, the number of Employees it shall employ at any time.
10. Assigns work duties in accordance with the determination of the needs of the job.
11. Transfers Employees within the DIA operation so long as that employee is not transferred to a non-unit position or assigned to perform non-unit work.
12. To change insurance carriers (other than health insurance programs), or to become self-insured.
13. Establish and change work rules, policies, and/or regulations so long as they do not abridge rights specifically given to Employees or the Union under this Agreement.

- B. The Company and the Union agree that stabilized employment is an important objective to all parties. Therefore, the Employer agrees that during the life of this agreement, no Employee services presently performed by the bargaining unit Employees shall be subcontracted without prior notice to the Union and the opportunity for the Union to consult with the Company concerning the decision to subcontract.
- C. It is expressly understood and agreed that all rights heretofore exercised by the Company are inherent in the Company as the owner of the business. Nothing herein shall be construed as a waiver of the Union's lawful rights.
- D. It is agreed that the Management Rights as set forth in this Agreement, including the foregoing sections shall not be subject to arbitration or impairment by an arbitration award under this Agreement; it is understood that only express contractual obligations are subject to grievance and arbitration as provided herein. However, there is no such limitation on the arbitrability of any grievance or on an arbitrator's decision related to the relationship of this Article to other provisions of this Agreement.

## **ARTICLE 23 - SICK LEAVE**

- A. Each full-time Employee shall be granted one (1) hour of sick leave for every 30 hours worked accumulative to a maximum of thirteen (13) days. Employees shall accrue and will be eligible for sick leave upon their first day of work.
- B. Employees may use accrued paid sick leave to be absent from work for the following purposes:

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;
  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;
  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
  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.
- C. In addition to the paid sick leave accrued by an employee, the Employer will provide employees an additional amount of paid sick leave during a public health emergency in an amount based on the number of hours the employee works pursuant to Colorado Healthy Families and Workplaces Act where required.
- D. If an Employee uses paid sick leave for four (4) or more consecutive workdays on which the employee ordinarily would have worked, the employer may require reasonable documentation.

E. If an employee's available sick leave is not reported on their pay stub, the Employer shall provide a report indicating each employee's available sick leave upon request of the employee or steward.

## **ARTICLE 24 - BEREAVEMENT LEAVE**

When a death occurs in the immediate family of a full-time Employee, he/she shall be granted a paid bereavement leave of three (3) consecutive workdays for in-state and five (5) consecutive workdays for out-of-state. An immediate family member is an Employee's spouse, cohabitating domestic partner (as defined herein), parent, parent in-law, son, step son, daughter, step daughter, sister, step sister, sister-in-law, brother, brother-in-law, step brother, grandparent, grandparent in-law, or legal guardian. A cohabitating domestic partner is one who has lived with the employee for at least six months, is not a blood relative, is not legally married to anyone, and who provides reasonable proof of a domestic partnership which will not be unreasonably denied. In addition, a part-time Employee shall be granted a paid bereavement leave of two (2) days to attend the funeral of an immediate family member, as defined above, if the Employee is scheduled to work on the day of the funeral and the Employee actually attends the funeral on that scheduled day. The Company may at its discretion and on a case-by-case basis, grant paid or non-paid bereavement leave with respect to other parties not specified in this section. If available, the Company shall permit the employee to use paid time off for such leave. At its discretion, the Company may require proof of legal guardianship before the leave is granted, and it may require proof of death and/or proof of the relationship before payment.

## ARTICLE 25 - OCCUPATIONAL SAFETY AND HEALTH

- A. The Company agrees to provide a safe and healthful workplace for all Employees and to comply with all local, state, and federal health and safety laws and regulations. The Company will use its best efforts to ensure that all safety problems are responded to.
- B. The Company and the Union encourage Employees to inform management of any safety hazards that an Employee is aware of.
- C. No Employee will be disciplined for refusing to perform unsafe or dangerous work. Employees will not be required to perform work that presents a significant risk of causing bodily harm. In such circumstances the Employee will immediately notify their immediate supervisor. Employees will be given proper clothing/protection when working in rain, snow, extreme heat or other inclement weather.
- D. The Company will attempt, as best it can, to provide Employees assigned to work away from the Plaza and not in close proximity to other Employees a two-way radio. Employees may exercise individual discretion in placing emergency calls to the office requesting police assistance when necessary.
- E. SmartDrive.
  - 1. Any employee issued a Progressive Disciplinary Warning (PDW) will be provided a copy of the warning, given the opportunity to review evidence of the alleged infraction with a Union

representative present, and provided with the opportunity to meet with supervision and a Union representative to appeal the warning. PDWs issued without just cause shall be removed.

2. Any disciplinary notices issued under Smart Drive will age off in twelve (12) months. PDWs shall not accumulate unless they are for offenses of the same nature.
3. Before terminating any employee for violations under Smart Drive, the employee shall be offered the opportunity to transfer to a classification in a different department if there is a vacant, non-driving position available. The transferring employee will not be able to bump an existing employee regardless of seniority and only available shifts will be offered. If no positions meeting these criteria are immediately available, the employee will maintain these rights for 90 days. During the 90-day period, the employee must accept the first available position offered. If more than one position becomes available on the same day, the employee may select from among the positions. The Company will notify the employee of a vacant position by telephone and/or email. The employee's seniority will carry into the new position and will govern wages and benefits. If the employee rejects a vacant position, he or she will be discharged.

## **ARTICLE 26 - LABOR/ MANAGEMENT MEETINGS**

Upon the request of either party, the Company and the Union will meet on a quarterly basis with the goal of resolving significant conflicts, promoting employee input into operations and discussing key areas of importance to one or both parties. Requests for such meetings must be made in writing, at least seven (7) days in advance, and include a complete agenda. Only agenda items will be addressed, and meetings will not exceed two (2) hours unless mutually agreed otherwise. Union Stewards will be assigned the day shift on the day labor management meetings are held and will attend the meetings without loss of pay. One or two representatives from the institutional union will be permitted to attend all quarterly labor management meetings. Stewards who, because of personal issues, choose not to attend day meetings shall be permitted to work their regular shift.

## **ARTICLE 27 - SAVINGS CLAUSE**

If any provision of this Agreement or the applications of such provision to any person or circumstance be ruled as “Unfair Labor Practice” or in any other way contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby. In such event, the parties shall meet to negotiate a replacement provision.

## **ARTICLE 28 - SAFETY PROTOCOL**

In cases of natural disasters, the Company shall follow a provided safety protocol that ensures the safety of all employees. The Company shall run a safety protocol training at least once a year. The Company shall provide said training to all new employees.

## **ARTICLE 29 - ATTENDANCE AND TARDINESS POLICIES**

### **A. Absenteeism Policy**

1. Absence is defined as arriving later than sixty (60) minutes after the employee's scheduled start time, leaving work early, or calling off for any reason.
2. The first no call no show in a rolling calendar year is grounds for a three day suspension except in instance of extraordinary circumstances. The second no-call no show that occurs no more than one year after the first no call no show is grounds for termination except in instance of extraordinary circumstances. Employees are required to call the front desk at least two (2) hours prior to the start of their shifts when calling off for any reason.
3. The employer shall not discipline employees for absences caused by an extraordinary circumstance where the employee's absence was due to a serious, verifiable event beyond the employee's control.

4. On “medical emergency” the Employer will accept a doctor’s note from the health care provider or from an emergency room as evidence of the emergency.
5. Pursuant to the Colorado Healthy Families and Workplaces Act, employees will not be disciplined for taking sick leave that is covered by the Act.
6. After all paid sick days are used, employees who are absent for any reason as defined above during an anniversary year will be subject to disciplinary action as follows:
  - 1 Absence:  
Documented Verbal Warning
  - 2 Absences:  
Written Warning
  - 3 Absences:  
2nd Written Warning
  - 4 Absences:  
1-day suspension without pay
  - 5 Absences:  
3-day suspension without pay
  - 6 Absences:  
Termination
7. An absenteeism record will be maintained on an anniversary year basis.
8. Multiple day absences due to an employee’s related sickness or illness shall count as a single “occurrence.”

9. This Attendance Policy disciplinary steps described above shall not be combined with or used for progressive discipline described in the Tardiness Policy or the Progressive Disciplinary Policy in Article 15.

Pursuant to the Colorado Healthy Families and Workplaces Act, disciplinary action shall not be taken for any medical leave of absence. Falsification of medical documentation will result in immediate discharge. Seniority will be continued during approved medical leaves of absence, and medical leaves will not count against absences as defined above.

## B. TARDINESS

1. Tardiness is defined as: Arriving at work seven (7) minutes after the scheduled starting time.
2. The employer shall not discipline employees for tardiness caused by extraordinary circumstances where the employee's tardiness was due a serious, verifiable event beyond the employee's control or for any illness under the Colorado Healthy Families and Workplaces Act.
3. All occurrences of tardiness are counted within a "rolling" thirty (30) day period. This time frame begins with every instance of tardiness.
4. The progression of disciplinary action for employees within a rolling thirty (30) day period for tardiness is as follows:

1 Time Tardy  
No Action

2 Times Tardy  
Documented Verbal Warning

3 Times Tardy  
Written Warning

4 Times Tardy  
2nd Written Warning

5 Times Tardy  
Termination

5. Five (5) instances of tardiness within thirty (30) days (beginning with every instance of tardiness) will result in termination.
6. This Tardiness Policy disciplinary steps described above shall not be combined with or used for progressive discipline described in the Attendance Policy or the Progressive Disciplinary Policy in Article 15.
7. Any employee who receives seven (7) warnings for tardiness in a one-year period will be terminated. The year will be based upon the anniversary year of the employee.

## ARTICLE 30 - ON CALL EMPLOYEES

A. To assist in the coverage of work hours the Employer may employ on-call employees under the following circumstances:

1. On-call employees are covered by all terms and conditions of the contract in the same manner as part-time employees.
2. Full-time and part-time employees who request cross-training shall be offered such training under the same circumstances as on-call employee.

## ARTICLE 31 - OPPORTUNITY FOR IMPROVEMENT NOTICE (OINs) POLICY

WHAT ARE OINs?

An OIN, or Opportunity for Improvement Notice, is the process by which the Finance Department can identify, log and help to improve cashiers, clerks and supervisors in the area of their job performance that are deficient in regard to revenue collection and handling, procedures and accuracy of paperwork. OINs are generated during the Audit process of the Lane Report transaction review.

HOW ARE THEY GENERATED?

Cashiers, clerks and supervisors are held responsible for any shortages or overages as well as procedural errors regardless of revenue loss as well as paperwork that is incorrectly completed. An OIN will be issued only after it has been reviewed by the Finance Department and passed along to their supervisor/manager. The purpose of the OIN is to identify and

help improve cashiers, clerks and supervisors in their job performance. Therefore, the guidelines have been established to determine accountability.

- Not listed ticket seq #
- Missing ticket(s) seq #
- Missing drop slip
- No approval listed
  
- No customer/cashier signature on ticket(s) seq #
- Processed with wrong code
- Incomplete documentation
- Incorrect ring-off
- C/C count incomplete
- No cashier signature
- Inaccurate calculation
- No paperwork reason found for overage/shortage
- Correction made without supervisor approval
- Improperly processed
- Inaccurate paperwork
- Entered wrong license plate
- Incomplete business check transaction

**ARTICLE 32 - MYSTERY SHOPPER**

**Shopper Information**

Facility:

Domestic International A/G Long-Term 

Date:

Time In:

Time Out:

Fees Paid:

\$

Ticket Number:

Inspector License Plate #:

Name of Employee: \_\_\_\_\_

Description of Employee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Score Summary**

Cleanliness Booth / Equipment:

Scored: 

0
---

Possible:

10
----

Percentage:

0%
----

Operations:

Scored: 

0
---

Possible: 

21
----

Percentage: 

0%
----

Employee Operations:

Scored: 

0
---

Possible: 

69
----

Percentage: 

0%
----

Appearance / Employee Attitude:

Scored: 

0
---

Possible: 

100
-----

Percentage: 

0%
----

**Overall Impression:****Performance Summary**

--

Cleanliness of Booth and Equipment		Cleanliness		Operations	Attitude	Score
		Yes	No	N/A	Value	
1	Were personal items or food visible in the booth? If yes, explain and describe items	<input type="text"/>	<input type="text"/>	<input type="text"/>	5	0
2	Were there any handwritten signs posted on the booth's windows? If yes, explain.	<input type="text"/>	<input type="text"/>	<input type="text"/>	5	0

Comments:

Operations		Cleanliness of Booth and Equipment Total:		Operations Total:	Score
		Yes	No	N/A	Value
1	When exiting, how many vehicles were ahead of you?	<input type="text"/>	<input type="text"/>	<input type="text"/>	
2	How long was the wait in the exit line before reaching the cashier(s)?	<input type="text"/>	<input type="text"/>	<input type="text"/>	
3	Were there non-employee personnel in or around booth?	<input type="text"/>	<input type="text"/>	<input type="text"/>	
				Operations Total:	0

Employee Operations		Cleanliness		Operations	Attitude	Score
		Yes	No	N/A	Value	
1	Was parking fee displayed?	<input type="text"/>	<input type="text"/>	<input type="text"/>	4	0
2	If "no" to Item 7, did the employee use the revenue control system?	<input type="text"/>	<input type="text"/>	<input type="text"/>	4	0
3	Was a receipt offered? If no, please explain?	<input type="text"/>	<input type="text"/>	<input type="text"/>	4	0
4	Did employee count change back aloud?	<input type="text"/>	<input type="text"/>	<input type="text"/>	6	0



3	Was employee wearing approved uniform?					0
4	Did employee provide greeting / salutation (hello, thank you)?				5	0
5	Did the employee face you at the beginning AND end of the transaction? Please explain if not performed at both.				6	0
					4	0

6	Was the employee doing anything other than serving the customer (no cell phone, etc.)?				5	0
7	Did employee display a friendly attitude?				8	0
8	Was employee knowledgeable with directions/guidance solicited? If no, please explain.				3	0

9	If employee was distracted, did he/she apologize for his/her distraction during the visit or transaction?				5	0
---	---	--	--	--	---	---

**Comments:**

					69	0
--	--	--	--	--	----	---

<b>Appearance and Attitude of Employee Total</b>					<b>69</b>	<b>0</b>
<b>Total Composite Score of Report</b>					<b>100</b>	<b>0</b>

A score of less than 85% results in an employee being retrained  
If an employee is observed committing a rule violation, he or she may be disciplined.

### Overall Ranking

On a scale of 1 - 5 (1 being the lowest and 5 being the highest), please rate your overall experience:

- 1). The parking facility (signage, ease of finding a parking space)
- 2). The cleanliness of the facility
- 3). The cashier (friendliness & attitude)
- 4). Safety/Security (lighting, security guard presence)
- 5). Overall Impression of Parking Experience (auto-calculates)

0.0
0.0
0.0
0.0
0.0

### Subjective Comments

- 1 What did you like most and least about this parking facility:

- 2 What comments or suggestions do you have for the manager of this parking facility?

3 What comments or suggestions do you have for the employee to improve their customer service and transaction efficiency?

4 In your opinion, did the employee display/embody proactive and personal Customer Service skills? Please detail your response. Did you feel like your experience was an "interaction " or more of a "transaction"?

5 Did you have any interaction with or witness any other garage personnel (Security Guards or Janitorial)? If so, please describe.

### **ARTICLE 33 - UNION APPROVAL FROM CITY**

Nothing in this agreement will prohibit the Union from seeking the approval of the appropriate City of Denver officials for improved health care benefits/ costs or changes to the wages (COLA) or Eco Pass/ parking pass. The Company agrees to amend the Agreement in those specific areas in the event that a change in health care or wages (COLA) or Eco Pass/ parking pass is approved and reimbursed to Standard Parking Corporation by the City of Denver.

### **ARTICLE 34 - VEHICULAR ACCIDENTS/ DRUGS/ALCOHOL**

1. Should any employee be involved in a vehicular accident in a Company vehicle or exhibit reasonable suspicion of being under the influence of illegal drugs or alcohol, the Company will require that employee to submit to an Employer paid examination which will include both a drug and alcohol test according to Company policy. If the tests indicate the presence of an illegal level of drugs or alcohol, the first time offender will be offered a rehabilitation opportunity as defined in Section 2, below. Employees who refuse to be examined and tested will be terminated.
2. In the event an employee is terminated under this Side Letter, that employee will be given one (1) opportunity to undergo rehabilitation at the employee's expense. Employees must agree to enter a certified rehabilitation program within thirty (30) days after termination.

3. Upon presentation of proof of successful completion of a certified rehabilitation program, the employee will be rehired without loss of seniority and will return to his original schedule and shift. Any reoccurrence will result in termination.
4. Any employee who has completed a rehabilitation program will be subject to random drug and alcohol testing for a period of two (2) years.
5. Employees shall operate Company vehicles in a safe manner. The severity of discipline regarding vehicular accidents or misuse of vehicles will be based upon the severity of the accident and the following is the policy if the employee driver is found at fault. The Union can grieve the determination that an employee is at fault.
  - a. If the amount of damage to the vehicle is \$2,500 or less, then two such incidents within any 180 period may justify termination.
  - b. If the amount of damage to the vehicle exceeds \$2,500, the employee will be suspended for three (3) days pending investigation and depending upon the results of the investigation and other circumstances, including but not limited to length of service and work record, may be terminated based upon such sole incident. The Company will give special consideration to employees involved in an accident while working more than eight (8) consecutive hours. The amount of damage shall be determined by using a professional estimate. The estimate must be given to the affected employee.

- c. If the employee is found not “at fault” for the accident, he/she shall be made whole for any period of suspension and not otherwise disciplined.
- d. If an employee is terminated pursuant to paragraphs a or b, above, and the Union appeals a grievance over that termination to arbitration, then prior to arbitration, the parties shall use the mediation process in Article 18(G) and the parties agree to use a mediator from FMCS.

### **ARTICLE 35 - UNIFORMS**

The Employer shall allow employees to wear clothing appropriate for their religious and cultural observance, such as long dresses (that match required uniform color) and hijabs or head scarves (white or black).

### **ARTICLE 36 - 401(K) PLAN**

Employees may participate in the SP+ 401(k) Savings Plan. Unless the Company suspends or alters the match rate Plan-wide (e.g., due to a catastrophe), the Company will match the employee’s contribution at 50% of the employee contribution amount, up to a total contribution of six percent (6%) (six percent employee contribution, three percent Company match).

Global Parking agrees to continue its 401(k) Savings Plan currently available to its employees. In the event that future changes are requested, both parties agree to bargain in good faith over such changes.

## **ARTICLE 37 - LIFE INSURANCE**

SP Plus shall provide \$10,000.00 life insurance for each non-probationary employee.

Global Parking shall provide \$15,000.00 life insurance for each non-probationary employee.

## **ARTICLE 38 - TERM OF AGREEMENT**

This agreement shall be effective from October 15, 2021, through October 15, 2024. This Agreement shall remain in effect unless terminated or opened for negotiations by either party giving the other party written notice of termination or opening not less than sixty (60) days nor more than ninety (90) days prior to the October 15, 2024, expiration date. If the Agreement is not terminated or opened it shall remain in full force and effect. At any time thereafter upon sixty (60) days written notice by either party, the Agreement may be reopened.

FOR THE UNION:

Ron Ruggiero  
MariCruz Delarosa  
Terry Graeber  
Kara Leiberg  
Misrak Nigussie  
Gail Tipton  
Yemane Woldesilassie

## APPENDIX A - WAGE SCHEDULE

### Starting Wage Rates

Position:	
Cashier	\$17.00
Traffic	\$17.00
Clerks	\$17.00
LPI	\$18.00
Assistant Supervisor /Lead	\$18.00
Control Room	\$19.25

### Annual Increase for Current Employees:

10/15/21	9.5%*
10/15/22	3.5%
10/15/23	4.0%

All increases shall be effective as of October 15, 2021.

\*Notwithstanding the first year's annual increase listed above, the minimum pay rate for employees shall be \$17.00 for Cashier, Traffic or Clerks, and \$18.00 for LPI and Assistant Supervisor/Lead, and for those hired on or before October 15, 2020, shall be \$17.25 for Cashier, Traffic or Clerks, and \$18.25 for LPI and Assistant Supervisor/Lead.

Incentive Pay: Effective January 1, 2022, all full-time bargaining unit employees are eligible for incentive pay of up to \$2,000 per year pursuant to the negotiated Incentive Pay Memorandum of Agreement for each job title.

Full-time employees are eligible to receive \$100 per month and part-time employees \$50 per month for meeting their incentives. A full-time employee who

meets their incentive in two months in a calendar quarter shall receive an additional \$100 bonus and part-time employees an additional \$50. Full-time employees who meet their incentive in all three months in a calendar quarter shall receive an additional \$100 bonus and part-time employees an additional \$50.

Tips: Employees while upon Airport property shall not solicit gratuities or tips, directly or indirectly, from customers, including solicitation from other service providers (including Ground Transportation operators). Unsolicited gratuities or tips can be accepted by employees.

Differential:

C Shift:	\$0.25 / hour
A Shift	\$0.50 / hour
Assistant Supervisor/ Lead Differential:	\$0.75/hour
Traffic 97 Dispatch Differential:	\$0.75/hour
Master Clerks Differential:	\$0.75/hour

Differential:

Front Desk Clerk:	\$0.75/hour
Audit Clerk:	\$0.75/hour
LPI:	\$0.25/hour

How Differential is Paid:

- A. If an employee works back-to-back shifts, then for both shifts, that employee will receive the shift differential, if any, that she/he receives for working the first of the two back to back shifts.

1. EX: If Employee works the B and C shift back-to-back, then they receive no shift differential for either shift. However, if Employee works the A and B shift back-to-back, then they receive the A shift differential for both shifts.

B. If employee works different shifts during the week other than back-to-back, that employee will be paid the shift differential for which the majority of shifts are worked. If the employee works the same number of shifts then the employee shall receive the higher shift differential for all shifts worked.

1. EX: If Employee works the A shift on Monday, Wednesday and Friday and the B shift on Tuesday and Thursday, then they would receive the A shift differential for all five of those shifts. If the Employee works the B shift Monday, Wednesday and Friday and the C shift on Tuesday and Thursday, then they would receive no shift differential for all five of those shifts.

If employee assigned a lower rate than their regular rate (this includes position differential), then Article 10 §E applies. If the employee is assigned a higher rate (this includes position differential) than their regular rate, then the employee is paid that higher rate for all hours worked at that higher rate.

## **APPENDIX B - DISCIPLINARY AND DISCHARGE POLICY**

Examples of offenses which could be considered to be closely related infractions of Company policies and/or rules and may be combined for the purpose of progressive discipline include, but are not limited to, the following examples:

### **Company/Client Property**

Loss, misuse, abuse, or unauthorized use of equipment/machinery, vehicles, credit cards, keys, phones, radios, tools, gadgets, keys, hand-held devices, cameras, business machines or supplies, parking facilities, air tanks, jumper cables, lock out equipment, improper use of credentials, vandalism of equipment or property.

### **Record keeping:**

Falsification, forgery, misuse, loss, unauthorized use, destruction, inaccuracy, to include but not limited to time sheets, equipment logs, receipts, credit card information, reports, employment records, legal documents, business forms, bid requests and extra time requests, not reporting legal convictions timely, shift swapping without permission, failure to renew airport badges in a timely manner.

### **Courtesy and Respect:**

Violations such as rudeness, profanity, arguing, insults, name calling, inappropriate body language or facial expressions, physical actions/gestures, excessive anger, behavior which creates a negative image, refusal to follow the instructions of a supervisor/manager and insubordination.

### **Work Performance:**

Issues such as inattention, inaccuracies, poor customer service, unauthorized use of electronic devices/

phones during work time, abuse of break or lunch time, leaving early, coming in late, attendance, inappropriate attire, poor personal hygiene, neglecting radio contact, sleeping, incorrect car counts or locations, abuse of work time, not maintaining a clean work station, solicitation/distribution of unauthorized materials, abandoning your work post without approval, unauthorized visitors within airport work areas, Uniforms not being worn or worn incorrectly, willful refusal to attend training classes as assigned, Appearance in violation of restrictions, lack of items deemed to be part of uniform (badge, timecard, front door key)

### **Safety Violations:**

To include but not limited to speeding, driving in a careless and reckless manner, failure to obey traffic signs, seat belt use, unsafe or improper operation of equipment, vehicle accidents, failure to report an accident, property damage, and failure to wear safety/protective gear, failure to report revocation/suspension of drivers license, failing to clean equipment as needed and smoking in a “no smoking” area.

### **Cash Handling/Revenue Collection:**

Such as repeated lost tickets, cash drawer inaccuracies, fraudulent activity, misuse of documents or reports, stolen or misplaced money, tickets, credit card information theft, allowing friends or relatives to park free, failing to follow cash-handling procedures, misrepresentation of collections and receipts.

Management and the Union agree that either party retains the right to propose additions, edits, or changes with proper notice to the other party. Such additions, edits, or changes shall require approval by both parties.

## APPENDIX C - MEMORANDUM OF AGREEMENT

Standard Parking Corporation (SP Plus), Global Parking Solutions (“Global”) and SEIU Local 105 (“Union”) agree to the following Memorandum of Agreement:

- 1) SP Plus and Global shall operate as separate employers.
- 2) However, Global agrees to be bound by the same terms and conditions of employment for its employees as those of SP Plus. This includes following all the terms of the current Collective Bargaining Agreement between SP Plus and the Union
- 3) Global and SP Plus shall recognize the seniority of employees who transfer from one employer to the other. Bargaining Unit seniority for all purposes, including wage rates, will continue to be earned regardless of whether an employee works for Global or SP Plus. Employees will be paid out 50% of their accrued, unused sick leave upon transferring from one company to the other.
- 4) Any employee who moves from one employer to the other shall take his/her discipline along. For example, an employee who had two warnings at Global will retain his/her two warnings in his/her file upon transferring to a position covered by SP Plus. The same is true for a person transferring from a position covered by SP Plus to a position covered by Global.

## APPENDIX D - INCENTIVE PAY MEMORANDUM OF AGREEMENT

### Cashier and Cashier Lead (Assistant Supervisor) Incentive

#### **Airport Billable Category: Parking Attendants**

The Standard Daily Point Deductions:

1. **Uniform** – Is the employee in the complete uniform required to be worn by the client? Does the employee have their required badges? Is the employee wearing their required Safety Vest? Is the uniform being worn correctly (to include shirts being tucked in)? Are nameplates (where applicable) displayed clearly?
2. **Work Area Clean** – Did the employee leave the area for the next employee in a clean manner? Did the employee complete required cleaning logs?
3. **Customer Service** – Did the employee genuinely attempt to promptly assist the customers? Is the employee following the Company's customer service principles for which the employee was trained? Is the employee speaking to the customer in a professional manner?
4. **Job Performance** - Did the employee accurately complete the paperwork required of them: Daily Cashier Lane Reports? Did the employee accurately and timely complete all assigned and/or required tasks during the shift in accordance with policy (so long as the policy is communicated)? Did the employee have overages or shortages? Did the employee clock in and out for scheduled work hours and breaks on time?

**5. Issuance of an Opportunity for Improvement Notice (OIN) Non-Money** – Did the employee receive an OIN Non-Money Related from the list of OINable infractions listed in the Opportunity for Improvement Notice Policy?

Daily Deduction Points:

Full Time 5 Days	Full Time 4 Days	Part Time 3 Days	Part Time 2 Days
Monthly Starting Points: 100	Monthly Starting Points 100	Monthly Starting Points 50	Monthly Starting Points 50
1- 1	1- 1.25	1- 0.66	1- 1.25
2- 1	2- 1.25	2- 0.66	2- 1.25
3- 1	3- 1.25	3- 0.66	3- 1.25
4- 1	4- 1.25	4- 0.66	4- 1.25
5- 1	5- 1.25	5- 0.66	5- 1.25
Daily Total= 5	Daily Total= 6.25	Daily Total= 3.30	Daily Total= 6.25

No deductions will be made for any day the employee is on approved time off.

Other Deductible Infractions:

Tardy (- half of the daily total above)

Any days lost due to a suspension (- the daily total above)

When an employee receives a valid and substantiated customer complaint because of employee misconduct the employee will be issued a Disciplinary Write-up. A Progressive Disciplinary Warning (PDW) deduction is assessed.

Disciplinary Write-up deduction for an issued PDW of any step:  
Full-time 25  
Part-time 16

The Company shall provide any full-time employee who receives less than 90 points in a month, and any part-time employee who receives less than 35 points in a month, a written explanation for any and all points deducted. Such explanation shall be provided by the time the incentive pay is issued. An employee may grieve any such deductions pursuant to Article 18 through and including mediation. For purposes of these grievances only, mediation will be binding on both parties. Class action grievances affecting five (5) or more employees may be appealed to arbitration.

#### Full Time: Points to Cash Pay-out

90-100 Points	\$100.00
80-89 Points	\$75.00
70-79 Points	\$50.00
60-69 Points	\$25.00
Less than 60 Points	\$0.00

#### Part Time: Points to Cash Pay-out

35-50 Points	\$50.00
20-34 Points	\$25.00
Less than 20 Points	\$0.00

An employee may earn five (5) points for voluntarily working an extra shift or for working outside of his or her primary classification for a full shift up to a maximum of ten (10) points per month.

In the event the Airport requests additional or modified criteria, the Company will notify the Union to negotiate over any potential changes.

## Audit Clerk Incentive

### **Airport Billable Category: Clerks**

The following would be the Standard Daily Point Deductions:

1. **Uniform** – Does the employee have their required badges?
  
2. **Work Area Clean** – Has the employee been correctly utilizing their work area, and did the employee leave the office/workspaces area for the next employee in a clean manner? Did the employee complete required cleaning logs?
  
3. **Accuracy** – Did the employee complete all required paperwork timely and accurately? Did the employee receive any Opportunity for Improvement Notices (OINs)? Did the employee who issued an OIN, do it correctly and fairly or was it determined to be incorrect by management?
  
4. **Task Completion** – Is the employee completing, in a timely manner, what is asked of them?
  
5. **Job Performance** - Did the employee complete all assigned and/or required tasks during the shift? Did the employee verify cashier and vault clerk drop slips? Did the employee appropriately clock into and out of the timekeeping system?

Daily Deduction Points:

Full Time 5 Days	Full Time 4 Days	Part Time 3 Days	Part Time 2 Days
Monthly Starting Points: 100	Monthly Starting Points 100	Monthly Starting Points 50	Monthly Starting Points 50
1- 1	1- 1.25	1- 0.66	1- 1.25
2- 1	2- 1.25	2- 0.66	2- 1.25
3- 1	3- 1.25	3- 0.66	3- 1.25
4- 1	4- 1.25	4- 0.66	4- 1.25
5- 1	5- 1.25	5- 0.66	5- 1.25
Daily Total= 5	Daily Total= 6.25	Daily Total= 3.30	Daily Total= 6.25

No deductions will be made for any day the employee is on approved time off.

Other Deductible Infractions:

Tardy (- half of the daily total above)

Any days lost due to a suspension (- the daily total above)

An employee shall be issued a Disciplinary Write-up if they receive three (3) OIN's in a calendar month for failure to identify a shortage or overage.

Disciplinary Write-up deduction for an issued Progressive Disciplinary Warning (PDW) of any step:

Full-time 25

Part-time 16

The Company shall provide any full-time employee who receives less than 90 points in a month, and any part-time employee who receives less than 35 points in a month, a written explanation for any and all

points deducted. Such explanation shall be provided by the time the incentive pay is issued. An employee may grieve any such deductions pursuant to Article 18 through and including mediation. For purposes of these grievances only, mediation will be binding on both parties. Class action grievances affecting five (5) or more employees may be appealed to arbitration.

**Full Time: Points to Cash Pay-out**

90-100 Points	\$100.00
80-89 Points	\$75.00
70-79 Points	\$50.00
60-69 Points	\$25.00
Less than 60 Points	\$0.00

**Part Time: Points to Cash Pay-out**

35-50 Points	\$50.00
20-34 Points	\$25.00
Less than 20 Points	\$0.00

An employee may earn five (5) points for voluntarily working an extra shift or for working outside of his or her primary classification for a full shift up to a maximum of ten (10) points per month.

In the event the Airport requests additional or modified criteria, the Company will notify the Union to negotiate over any potential changes.

## Vault Clerk Incentive

### **Airport Billable Category: Clerks**

The following would be the Standard Daily Point Deductions:

1. **Uniform** – Does the employee have their required badges? Is the employee wearing the required safety vest in the satellite areas while collecting drops?
2. **Work Area Clean** – Has the employee been correctly utilizing their work area, and did the employee leave the office/workspaces area for the next employee in a clean manner? Did the employee complete required cleaning logs?
3. **Accuracy** – Did the employee complete all required paperwork accurately? Did the employee receive any Opportunity for Improvement Notices (OINs)? Did the employee's drawer and the employee's drop balance?
4. **Paperwork** – Did the employee complete the paperwork required of them: Reports, Logs, Parking Tickets and Credit Card Slips?
5. **Job Performance** - Did the employee complete all assigned and/or required tasks during the shift? Did the employee verify the cashier's drop? Did the employee appropriately clock into and out of the timekeeping system?

Daily Deduction Points:

Full Time 5 Days	Full Time 4 Days	Part Time 3 Days	Part Time 2 Days
Monthly Starting Points: 100	Monthly Starting Points 100	Monthly Starting Points 50	Monthly Starting Points 50
1- 1	1- 1.25	1- 0.66	1- 1.25
2- 1	2- 1.25	2- 0.66	2- 1.25
3- 1	3- 1.25	3- 0.66	3- 1.25
4- 1	4- 1.25	4- 0.66	4- 1.25
5- 1	5- 1.25	5- 0.66	5- 1.25
Daily Total= 5	Daily Total= 6.25	Daily Total= 3.30	Daily Total= 6.25

No deductions will be made for any day the employee is on approved time off.

Other Deductible Infractions:

Tardy (- half of the daily total above)

Any days lost due to a suspension (- the daily total above)

An employee shall be issued a Disciplinary Write-up if they receive three (3) OIN's in a calendar month for failure to verify, initial or sign the cashier lane reports and drop slips.

Disciplinary Write-up deduction for an issued Progressive Disciplinary Warning (PDW) of any step:

Full-time 25

Part-time 16

The Company shall provide any full-time employee who receives less than 90 points in a month, and any part-time employee who receives less than 35 points

in a month, a written explanation for any and all points deducted. Such explanation shall be provided by the time the incentive pay is issued. An employee may grieve any such deductions pursuant to Article 18 through and including mediation. For purposes of these grievances only, mediation will be binding on both parties. Class action grievances affecting five (5) or more employees may be appealed to arbitration.

**Full Time: Points to Cash Pay-out**

90-100 Points	\$100.00
80-89 Points	\$75.00
70-79 Points	\$50.00
60-69 Points	\$25.00
Less than 60 Points	\$0.00

**Part Time: Points to Cash Pay-out**

35-50 Points	\$50.00
20-34 Points	\$25.00
Less than 20 Points	\$0.00

An employee may earn five (5) points for voluntarily working an extra shift or for working outside of his or her primary classification for a full shift up to a maximum of ten (10) points per month.

In the event the Airport requests additional or modified criteria, the Company will notify the Union to negotiate over any potential changes.

**Traffic Agent and License Plate  
Inventory (LPI) Agent Incentive**  
**Airport Billable Category: Parking Attendants**

The following would be the Standard Daily Point Deductions:

1. **Uniform** – Is the employee in the complete uniform required to be worn by the client? Does the employee have their required badges? Is the employee wearing their required Safety Vest? Is the uniform being worn correctly (to include shirts being tucked in)? Is the employee wearing his or her name tag?

2. **Work Area Clean** – Did the employee leave the vehicle in a clean manner for the next employee? Did the employee complete required vehicle inspection log?

3. **Customer Service** – Did the employee genuinely attempt to promptly assist the customers? Is the employee following the Company's customer service principles for which the employee was trained? Is the employee speaking to the customer in a professional manner?

4. **Speed and Accuracy** – Did the employee provide accurate counts in a timely manner? Is the LPI employee maintaining his or her goal for nightly inventory? Is employee maintaining time management in providing assistance to the customers need during service calls (reaction time/completion of call)?

5. **Job Performance** - Did the employee accurately complete the paperwork required of them: Vehicle Inspection Log, Equipment Assignment Log and Key Assignment? Did the employee accurately and timely

complete all assigned and/or required tasks during the shift in accordance with policy (so long as the policy is communicated)? Did the employee clock in and out for scheduled work hours and breaks on time? Has the employee been correctly utilizing their vehicle?

Daily Deduction Points:

Full Time 5 Days	Full Time 4 Days	Part Time 3 Days	Part Time 2 Days
Monthly Starting Points: 100	Monthly Starting Points 100	Monthly Starting Points 50	Monthly Starting Points 50
1- 1	1- 1.25	1- 0.66	1- 1.25
2- 1	2- 1.25	2- 0.66	2- 1.25
3- 1	3- 1.25	3- 0.66	3- 1.25
4- 1	4- 1.25	4- 0.66	4- 1.25
5- 1	5- 1.25	5- 0.66	5- 1.25
Daily Total= 5	Daily Total= 6.25	Daily Total= 3.30	Daily Total= 6.25

No deductions will be made for any day the employee is on approved time off.

Other Deductible Infractions:

Tardy (- half of the daily total above)

Any days lost due to a suspension (- the daily total above)

Disciplinary Write-up deduction for an issued Progressive Disciplinary Warning (PDW) of any step:

Full-time 25

Part-time 16

The Company shall provide any full-time employee who receives less than 90 points in a month, and any part-time employee who receives less than 35 points in a month, a written explanation for any and all points deducted. Such explanation shall be provided

by the time the incentive pay is issued. An employee may grieve any such deductions pursuant to Article 18 through and including mediation. For purposes of these grievances only, mediation will be binding on both parties. Class action grievances affecting five (5) or more employees may be appealed to arbitration.

**Full Time: Points to Cash Pay-out**

90-100 Points	\$100.00
80-89 Points	\$75.00
70-79 Points	\$50.00
60-69 Points	\$25.00
Less than 60 Points	\$0.00

**Part Time: Points to Cash Pay-out**

35-50 Points	\$50.00
20-34 Points	\$25.00
Less than 20 Points	\$0.00

An employee may earn five (5) points for voluntarily working an extra shift or for working outside of his or her primary classification for a full shift up to a maximum of ten (10) points per month.

In the event the Airport requests additional or modified criteria, the Company will notify the Union to negotiate over any potential changes.

**Control Room Clerk Incentive**  
**Airport Billable Category: Clerks**

The following would be the Standard Daily Point Deductions:

1. **Uniform** – Does the employee have their required badges?
2. **Work Area Clean** – Did the employee leave the area for the next employee in a clean manner? Did the employee complete required cleaning logs?
3. **Accuracy** – Did the employee complete all required paperwork accurately? Did the employee receive any Opportunity for Improvement Notices (OINs)? Did the employee clock in and out for scheduled work hours and breaks on time?
4. **Paperwork** – Did the employee complete the paperwork required of them: Reports and Logs (including Open Barrier)?
5. **Attentiveness** – Did the employee stay in work area and attend to the necessary reviews in a timely manner? Are the reviews being done correctly? Do matches actually match? When necessary, has the employee completed reports asked of him or her? Did the employee make a reasonable effort to answer calls in a timely manner? Did the employee communicate with coworkers and customers professionally?

### Daily Deduction Points:

Full Time 5 Days	Full Time 4 Days	Part Time 3 Days	Part Time 2 Days
Monthly Starting Points: 100	Monthly Starting Points 100	Monthly Starting Points 50	Monthly Starting Points 50
1- 1	1- 1.25	1- 0.66	1- 1.25
2- 1	2- 1.25	2- 0.66	2- 1.25
3- 1	3- 1.25	3- 0.66	3- 1.25
4- 1	4- 1.25	4- 0.66	4- 1.25
5- 1	5- 1.25	5- 0.66	5- 1.25
Daily Total= 5	Daily Total= 6.25	Daily Total= 3.30	Daily Total= 6.25

No deductions will be made for any day the employee is on approved time off.

### Other Deductible Infractions:

Tardy (- half of the daily total above)

Any days lost due to a suspension (- the daily total above)

The Company shall provide any full-time employee who receives less than 90 points in a month, and any part-time employee who receives less than 35 points in a month, a written explanation for any and all points deducted. Such explanation shall be provided by the time the incentive pay is issued. An employee may grieve any such deductions pursuant to Article 18 through and including mediation. For purposes of these grievances only, mediation will be binding on both parties. Class action grievances affecting five (5) or more employees may be appealed to arbitration.

Disciplinary Write-up deduction for an issued Progressive Disciplinary Warning (PDW) of any step:

Full-time 50

Part-time 25

### Full Time: Points to Cash Pay-out

90-100 Points	\$100.00
80-89 Points	\$75.00
70-79 Points	\$50.00
60-69 Points	\$25.00
Less than 60 Points	\$0.00

### Part Time: Points to Cash Pay-out

35-50 Points	\$50.00
20-34 Points	\$25.00
Less than 20 Points	\$0.00

An employee may earn five (5) points for voluntarily working an extra shift or for working outside of his or her primary classification for a full shift up to a maximum of ten (10) points per month.

In the event the Airport requests additional or modified criteria, the Company will notify the Union to negotiate over any potential changes.

## Traffic 97 Dispatcher and Front Desk Clerk Incentive **Airport Billable Category: Clerks**

The following would be the Standard Daily Point Deductions:

1. **Uniform** – Does the employee have their required badges?
2. **Work Area Clean** – Did the employee leave the area for the next employee in a clean manner? Did the employee complete required cleaning logs?
3. **Accuracy** – Did the employee complete all required paperwork accurately?
4. **Paperwork** – Did the employee complete the paperwork required of them: Reports, Logs, and Credit Card Assignment?
5. **Job Performance** - Did the employee clock in and out for scheduled work hours and breaks on time? Did the employee accurately and timely complete all assigned and/or required tasks during the shift in accordance with policy (so long as the policy is communicated)? Does the employee communicate with customers, parking agents, traffic agents and others in a professional manner?

### Daily Deduction Points:

Full Time 5 Days	Full Time 4 Days	Part Time 3 Days	Part Time 2 Days
Monthly Starting Points: 100	Monthly Starting Points 100	Monthly Starting Points 50	Monthly Starting Points 50
1- 1	1- 1.25	1- 0.66	1- 1.25
2- 1	2- 1.25	2- 0.66	2- 1.25
3- 1	3- 1.25	3- 0.66	3- 1.25
4- 1	4- 1.25	4- 0.66	4- 1.25
5- 1	5- 1.25	5- 0.66	5- 1.25
Daily Total= 5	Daily Total= 6.25	Daily Total= 3.30	Daily Total= 6.25

No deductions will be made for any day the employee is on approved time off.

### Other Deductible Infractions:

Tardy (- half of the daily total above)

Any days lost due to a suspension (- the daily total above)

The Company shall provide any full-time employee who receives less than 90 points in a month, and any part-time employee who receives less than 35 points in a month, a written explanation for any and all points deducted. Such explanation shall be provided by the time the incentive pay is issued. An employee may grieve any such deductions pursuant to Article 18 through and including mediation. For purposes of these grievances only, mediation will be binding on both parties. Class action grievances affecting five (5) or more employees may be appealed to arbitration.

Disciplinary Write-up deduction for an issued  
Progressive Disciplinary Warning (PDW) of any step:  
Full-time 50  
Part-time 25

Full Time: Points to Cash Pay-out

90-100 Points	\$100.00
80-89 Points	\$75.00
70-79 Points	\$50.00
60-69 Points	\$25.00
Less than 60 Points	\$0.00

Part Time: Points to Cash Pay-out

35-50 Points	\$50.00
20-34 Points	\$25.00
Less than 20 Points	\$0.00

An employee may earn five (5) points for voluntarily working an extra shift or for working outside of his or her primary classification for a full shift up to a maximum of ten (10) points per month.

In the event the Airport requests additional or modified criteria, the Company will notify the Union to negotiate over any potential changes.

## NOTES

## NOTES



