

CONTRACT

SEIU

LOCAL 105

AND



G2 SECURE STAFF, LLC

EFFECTIVE

January 1st, 2020 - December 31, 2022

AGREEMENT

BETWEEN

G2 SECURE STAFF, LLC

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 105**

EFFECTIVE

January 1, 2020 – Decmeber 31, 2022

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AGREEMENT

Denver International Airport (DIA)

This Agreement is between **G2 Secure Staff, LLC** (the “Employer”) and **SEIU Local 105** (the “Union”).

Article 1 — Recognition

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all of its employees employed at Denver International Airport (“DIA”). This Agreement shall be governed by the laws of the Railway Labor Act (“RLA”), subject to the provisions of Appendix A.
- 1.2 Within one week of notification that the Employer has obtained additional accounts, except Temporary Accounts, within the scope of this Agreement, the Employer shall notify the Union in writing of the additional work and the date on which it is to commence performing such work.
- 1.3 This Agreement shall govern any such additional work to which it may lawfully apply. The Employee Free Choice Procedure (“EFCP”), attached as Appendix B, shall apply to any additional work which may not be lawfully accreted to the bargaining unit under this Agreement. Upon union recognition pursuant to the EFCP, this Agreement shall apply.

- 1.4 It is agreed that all work performed by the Employer will be performed solely by bargaining unit employees, except for aisle-chair assignments. Supervisors may temporarily perform bargaining unit work when required due to operational needs or for training purposes to ensure efficient service to airline customers. At no time will supervisors be used to supplant the use of bargaining unit employees. Aisle-chair assignments shall be reasonably distributed.

Article 2 — Union Security. and Check-Off

- 2.1 Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the initiation fees and periodic dues uniformly required, or in the alternative shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining membership. This provision shall apply except where not permissible by law or as provided above.
- 2.2 Upon receipt by the Employer of a letter

from the Union requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, he or she shall be discharged within 15 days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator pursuant to Article 11. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within 30 days after written notice of the determination has been given to the Employer.

- 2.3 In situations where the Union gave the written request provided in Section 2.2 above, the Employer shall be responsible for all dues revenue lost by the Union from that employee beginning 15 days after the letter was received by the Company.
- 2.4 Employees shall express authorization for payroll deduction of the initiation fees, periodic dues uniformly required, or fees paid in the alternative to dues, and Committee On Political Education "COPE" contributions by submitting to the Union a written authorization by any means indicating agreement allowable under state and federal law. The Union will submit to the Employer a copy or scanned PDF of the

authorized payroll deduction for initiation fees, dues, and fees paid in the alternative to dues and/or a COPE card authorizing the deduction of COPE contributions.

The Employer agrees to check-off for the payments of the amounts described above and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of the signed authorization of such employees, and according to the method set forth below, and the Employer shall be the agent for receiving such monies and the deduction of said amounts by the Employer shall constitute payment of said amounts by the employees.

The regular dues for regular employees shall be deducted from each paycheck. For newly hired regular employees, half of the full initiation fee and the first dues payment shall be deducted from the employee's first full paycheck in the second month of employment following the Employer's receipt of written authorization. (For example, an employee hired in June would have these deductions made from the first regular paycheck paid in August, provided the Employer receives written authorization in June.) The balance of the initiation fee shall be deducted from the employee's first paycheck in the immediately following month.

2.5 All sums deducted in accordance with this Article shall be remitted to the Union

not later than the twenty-fifth (25th) day of the month after which such deductions are made together with one (1) list, submitted electronically in a mutually agreeable database (currently Excel) format, specifying the employee's name, the unique identification number, wage rate, gross regular pay for the pay period, hours worked, and amount of the deduction for each employee for whom the Agreement applies.

2.6 Any employee who is paying dues, fees, or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union consistent with federal law. The Employer will honor employee checkoff authorizations unless they are revoked in writing during the window period or at contract expiration, regardless of whether the employee is a member of the Union.

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

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

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

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

If the Union does not receive dues or fees on behalf of any employee or believes the amount of such dues or fees remitted is incorrect, the Union will give notice to the Employer within seven (7) days. If the Union and the Employer agree that Employer has made a clerical error in the deduction for dues or fees, the amount will be adjusted by the Employer within five (5) working days.

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

Article 3 — Hours and Overtime

- 3.1 The Employer shall establish a regular workweek. The Employer shall conduct schedule bids at least annually, based on operational needs, and award shifts based on seniority. Any work performed over 40 hours in a week shall be paid at time and one-half the employee's regular rate of pay.
- 3.2 The Employer shall be free to set the hours of employment. The Employer shall provide as many forty (40) hour per week schedules as possible. A normal work week for full-time employees shall consist of no less than thirty-five (35) hours per week. The Employer shall schedule all employees with two consecutive days off; days off may be non-consecutive only with mutual agreement. The Employer shall establish and maintain an official work week indicating the weekly start and end days and times. The Employer shall post this schedule in a conspicuous place at the worksite. The Employer shall have the right to hire part-time employees based on operational needs.
- 3.3 Full-time employees shall not be scheduled to work less than seven (7) hours per day unless operationally impractical. Each workday an employee is called into work and actually reports to work, he or she shall be paid a minimum of four (4) hours pay unless the employee is removed from work

for disciplinary reasons.

- 3.4 Any employee who is required by the Employer to remain on the job site shall be paid for all such time, including overtime, regardless of whether work is performed. Unless impractical, the Employer shall give at least one (1) hour's notice of any mandatory overtime, or employees shall not be required to work the mandatory overtime. An employee can reject mandatory overtime if she/he has circumstances such as childcare, a doctor's appointment, or a personal emergency that make her/his ability to work overtime that day not possible.
- 3.5 All wages, including overtime, shall be paid in accordance with the Employer's current payroll practices.
- 3.6 The Employer shall provide notice of changes in regularly scheduled shifts at least one week in advance. The Employer shall provide at least 72 hours' notice of any short-term changes unless impractical.
- 3.7 Employees who work more than five (5) hours in a shift shall be required to take an unpaid meal break of at least 30 minutes. Employees who work a shift of nine (9) hours or more shall be entitled to a second unpaid meal break of at least 20 minutes. The Employer shall continue any current

practice more favorable to the employees.

- 3.8 With the understanding that the Employer does not control the work premises, the Employer shall take reasonable measures to provide adequate break rooms. If an employee break room is not available, Employees shall not be disciplined for taking their breaks or eating in any public or common area of the terminal and/or area where they work where eating is permitted by the Employer's client or Airport/Terminal regulations.
- 3.9 When possible, the Employer shall provide adequate opportunity for employees to clock in and clock-out near where they begin and end their work shift.

Article 4 — Contractor Transition

- 4.1 When assuming or acquiring a new account or contract within the scope of this Agreement, the Employer shall hire the qualified incumbent employees and maintain the same number of employees (and their hours) as were employed at the account by the predecessor employer, except that the Employer may reduce the staffing level on takeover of the account if the Employer can demonstrate a commensurate, appreciable decrease in the work to be done or a different or more efficient method to perform the required

work. Any such reduction shall be by inverse order of seniority. For purposes of this Article, the Employer shall hire based on the predecessor employer's staffing levels in effect 90 days prior to the contractor transition date, except where there were increases in the staffing levels during that period resulting from customer requirements. If the Employer adds employees to any job in anticipation of being terminated from that job, it shall be required to place the added employees on its payroll permanently.

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

- 4.4 The Employer shall provide the Union with a list of all affected employees and their Employee Information within seven (7) calendar days of assuming an account.
- 4.5 If the Employer takes over jobs subject to a Rider Agreement, it shall assume and be bound by the remaining terms of any such Rider Agreement. The Union shall provide such Riders to signatory employers invited to bid on affected work.

Article 5 — Management Rights

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

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

Article 6 — Union Representatives

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

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

Article 7 — Probation Period and Termination

- 7.1 Employees hired on or after the effective date of this Agreement shall undergo a 90-day probationary period, except those

hired as a result of a contractor transition as regulated in Article 4.

- 7.2 Probationary employees may be disciplined or terminated during their probationary period at the discretion of the Employer without recourse to the Grievance and Arbitration procedure in Article 11.

Article 8 — Wages

- 8.1 The wages below are in compliance with the City and County of Denver's Minimum Wages for all employees of the City, City contractors, and workers employed on City property, including employees working at DIA.

- 8.2 The current minimum pay rate for all positions not classified as tipped is \$13.00. This minimum rate shall be increased as follows:

July 1, 2020 - \$14.00

Jan 1, 2021 - \$14.77

July 1, 2021 - \$15.00

Jan 1, 2022 - \$15.87

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

- 8.4 The Employer shall continue to pay any night shift pay, Lead pay or any other

differential that it currently provides.

Article 9 — Separability

9.1 It is the belief of the parties hereto that all clauses and provisions of the Agreement are lawful; if, however, any portion of this Agreement is determined by a court of competent jurisdiction or proper governmental agency to be in contravention to any State or Federal law, or city, county or local ordinance, such decision shall not invalidate the entire Agreement. In such case, it is the express intention of the parties that the remainder of this Agreement shall remain in full force and effect, and the parties will negotiate, if possible, a substitute for those portions, which are deemed invalid.

9.2 No provision of this Agreement is retroactively effective unless expressly specified.

Article 10 — Discipline and Discharge

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

10.2 Any discipline should be issued in writing as

soon as possible from the date of the alleged incident, but in no case later than seven (7) calendar days after the alleged incident. Employees shall not be coerced or forced to sign any documents. All employees shall receive written notice of all disciplinary actions at the time when the discipline is issued. Such notice shall state the alleged violation, the date and the disciplinary action being imposed.

- 10.3 Upon the request of an employee, a representative of the Union, either a Union staff person or a Shop Steward, shall have the opportunity to be present for all investigatory meetings involving employees.
- 10.4 Disciplinary actions shall not be relied upon for progressive discipline if the employee does not receive any discipline for a period of 12 consecutive months following the last issuance of discipline; except that for suspensions or final warnings the period shall be 18 consecutive months from the date of the suspension or final warning.
- 10.5 If the customer demands the removal of an employee from its account, the Employer may remove the employee from the further employment at the account. The Employer will advise the Union of the information it has relating to the customer's complaint and make reasonable efforts to secure

from the customer a written confirmation of the customer's request. The Employer agrees that if an employee is removed the Employer shall provide the Union with any written communications from the customer outlining the reasons for removal. If the customer does not provide any such written communication, the Employer agrees to provide the Union in writing its understanding of the customer's reasons for removal. With respect to an employee removed pursuant to a customer request, unless the Employer has cause to discharge the employee, the Employer will place the employee in a job at another account, if available, in which the employee is qualified. If the job offer to the employee is not at a comparable pay, the employee may choose to place their name on a recall list for a period of 90 days.

Article 11 — Grievance and Arbitration Procedure

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

of or performance of the Employer under this Agreement, presented to the Employer by the Union in writing within 14 calendar days after it occurred, or when the employee or Union became or should have become aware of it.

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

11.4 Procedure

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

Union Organizer and the grievant. The Employer representative shall issue his/her answer to the grievance, in writing, within fourteen (14) calendar days of the Step One meeting. The Union shall arrange for interpretation for any employee who does not speak English, likely from another employee. The Employer agrees to compensate the employee at their regular rate for time spent providing interpretation. If an interpreter is not immediately available, the meeting shall be rescheduled by mutual agreement for up to (fourteen) 14 additional calendar days to ensure that an appropriate interpreter is made available. If the interpreter is an Employee, they will be required to sign a confidentiality agreement.

- 11.4.2 Step Two: The Step Two meeting shall be held no later than 14 calendar days following the Union's request for a Step Two meeting, unless mutually agreed by both parties. At this meeting the Union internal Organizer, the grievant, and the Shop Steward, shall meet with the Manager or Labor Liaison of the Employer who conducted the Step One meeting, or with the Employer's designated representative. Said Employer

representative will provide the Union with the Employer's answer to the grievance, in writing, within fourteen (14) calendar days. If the dispute is not resolved at the Step Two meeting, the Union may notify the Employer, in writing, within 14 calendar days of the Step Two answer, of its desire to proceed to arbitration.

11.4.3 If either party fails to advance the grievance within the time limits specified in the agreement, the grievance shall be settled based upon the proposed remedy or the last position of the other party.

11.4.4 Voluntary Mediation: Once a Step Two grievance has been responded to or the Employer has failed to meet within 14 calendar days of the Step Two request, an issue may be submitted by mutual agreement to mediation. A grievance may be referred to mediation by either party following a timely appeal to arbitration.

The mediator shall be selected after a request to the Federal Mediation and Conciliation Service. The mediator shall serve for a one-day session and is thereafter subject to removal by either party.

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

Attendance at the mediation sessions may include:

Union:

Spokesperson
Assigned Union Representative
Grievant

Employer:

Spokesperson
Company Representative
Operations Representative

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

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

record of the proceedings will be made.

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

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

If settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how he/she thinks the grievance would be decided if it went to arbitration. Said opinion will not be final and binding, but rather advisory. The mediator's opinion shall be given orally together with a statement of reasons for such.

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

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

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

11.5 Arbitration: In compliance with Section 204, Title II, of the Railway Labor Act, as amended, the parties shall establish a System Board of Adjustment for the purpose of adjusting and deciding disputes or grievances arising pursuant to the terms of this Agreement or any supplemental agreement. Such Board will be known as the G2 System Board of Adjustment (“System Board”).

11.5.1 Written demand for arbitration must be sent to the Employer by the Union within 30 calendar days of the Step Two response, or the mediation, whichever occurs later, unless the parties agree otherwise.

11.5.2 The System Board will be comprised of three (3) members to be selected as follows: one (1) by the Union, one (1) by the Employer

and a third neutral arbitrator as described in Section 11.5.3, below. If the parties mutually agree, the arbitrator may sit and decide the dispute without the Company and Union System Board members in attendance. The System Board will consider any dispute properly submitted to it by the Union which has not been previously settled in accordance with the provisions of this Agreement. The System Board's jurisdiction is limited to interpreting and applying the collective bargaining agreement and it will have no authority to alter the collective bargaining agreement's provisions on rates of pay, hours of service, or working conditions.

- 11.5.3 The parties agree to use the panel of five (5) arbitrators listed in this Section on a rotating basis to serve as the System Board neutral arbitrator. The arbitrator panel shall consist of Professor Raymond Hogler, Harry MacLean, Gil Vernon, Arthur Voss and Robert Wages. The parties' use of the arbitrators shall rotate to prevent one arbitrator being assigned consecutive cases. If the arbitrator next on the list is unable to provide a mutually agreeable hearing date that falls within six (6) months of the filing of the written grievance,

the arbitration will be assigned to the next arbitrator on the list. Upon 30 days written notice to each other, either the Union or the Employer may terminate the services of any arbitrator on the panel. Successor or additional arbitrators shall be appointed by mutual agreement of the Union and the Employer. Similarly, in the event one or more of the arbitrators is no longer available to serve on the panel, the parties will meet promptly to reach mutual agreement on a replacement arbitrator(s).

11.5.4 The Arbitrator shall issue a written decision, which shall be final and binding on the parties. The parties shall share equally the Arbitrator's fees and hearing room costs, but costs such as witnesses, and other such items shall be borne solely by the party incurring such costs. In all arbitration proceedings, the following shall apply:

- (α) The arbitrator shall not have the power to add to, delete from or modify the provisions of this Agreement.
- (β) The decision of the arbitrator shall be final and binding upon both parties.

(χ) The costs of arbitration shall be shared equally between the Employer and the Union.

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

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

11.8 The Employer agrees that, in the event the Union initially declines to pursue a grievance to arbitration concerning the suspension or discharge of an employee, the time strictures for filing for arbitration shall be tolled pending the employee exhausting his or her appeal rights pursuant to the Union's Constitution and By-Laws, provided the following requirements are satisfied: (i) prior to the time for submitting the matter to arbitration as set forth above, the Union sends a written notice to the employee advising him/her of the right to appeal the Union's decision not to advance the grievance to arbitration, and the Union provides the Employer with a copy of that Appeal Notice; and (ii) the Union files for arbitration within the earlier of 120 days

following the date of the Appeal Notice or 10 days following the Union's decision to grant the employee's appeal and pursue the grievance to arbitration.

Article 12 — Seniority

12.1 Definitions:

12.1.1 A. "Airport Seniority Date" shall be defined as the first day of continuous service within the same classification with the current employer or any predecessor passenger service employer(s) at DIA with a collective bargaining agreement with the Union.

Verifiable evidence of previous employment must be provided to the current Employer, including evidence from the Union.

B. "Employer Seniority Date" shall be defined as the first day of continuous service with the current employer.

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

12.1.2 A "Classification" is the classification or department as defined by the Employer.

12.1.3 Employees may obtain positions by seniority only if they are capable of performing the work and meet all written, pre-existing qualifications of the Employer and the customer.

12.1.4 Seniority shall continue to accrue while an employee is on leave of absence for less than three (3) months. An employee shall not accrue seniority while on layoff.

12.1.5 Seniority rights are lost if any employee:

(a) quits;

(b) is discharged for just cause;

(c) fails to report to work within seventy-two (72) hours after receipt of a written notice of recall sent by the Employer to the employee at his/her last address or record on file with the Employer;

(d) is laid-off or absent due to a workers compensation claim for more than nine (9) months or for the period of the employee's length

of service, whichever is less;

(e) is absent for a period of three (3) consecutive working days without notifying the Employer;

(f) fails to report to work at the expiration of a leave of absence pursuant to this Agreement without authorization; or

(g) takes replacement employment elsewhere during the period of a contractual leave of absence, other than Union leave, to which the Employer reasonably objects.

12.1.6 An Employee whose seniority is lost for any of the reasons outlined in Paragraph 12.1.5 above shall be considered as a new employee if he/she is again employed by the Employer. The failure of the Employer to rehire said Employee after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

12.2 Seniority list:

12.2.1 The Employer shall post a seniority list at a conspicuous place at the

Employer's on-site office, with a copy furnished to the Union, upon request.

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

12.2.3 The seniority list shall be updated and provided to the Union upon written request.

12.3 Applications of Seniority:

12.3.1 Vacant positions: The Employer shall post all vacant positions (including vacancies on particular shifts and/or schedules) for seven (7) calendar days. The position shall be awarded to the qualified bidder with the highest Airport Seniority.

12.3.2 Layoffs due to a reduction in force or reduction in hours due to reduced work shall be in inverse order of Airport Seniority in the classification provided the remaining employees have the requisite knowledge, skills, ability, and experience to perform the remaining work. Recalls and increased hours shall be in order of

seniority, so long as the employee is capable of performing the work.

12.3.3 Except where operationally impracticable, overtime shall be offered to employees in the classification who sign a list volunteering for overtime. Overtime shall be awarded equitably among the volunteers. In the event there are no volunteers, qualified employees working less than 40 hours per week shall be required to work any additional hours before overtime is mandated. In the event no such employees are available, the Employer may direct employees to work overtime in reverse classification Airport Seniority order.

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

12.3.5 Employer Seniority shall apply to eligibility for employer benefits.

Article 13 – Time Off

- 13.1 Vacation. Employees shall be provided paid vacation according to the following schedule:
- 13.1.1 Employees shall be entitled to one (1) vacation week (based on the employee's regular work schedule) per year up to forty (40) hours granted to the employee on the first-year anniversary of his/her seniority date; and then
 - 13.1.2 Two (2) vacation weeks up to eighty (80) hours per year beginning the calendar year immediately following an employee reaching the five (5) year anniversary of his/her seniority date.
 - 13.1.3 No vacations may be scheduled during the week of Thanksgiving (through the Sunday after Thanksgiving) or the weeks of Christmas and New Year's Day.
- 13.2 Holidays. Employees shall be paid time-and-one-half his/her regular rate of pay for all hours worked on the following holidays:

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

Thanksgiving Day
Christmas Day

The Employer shall make a good faith effort to accommodate up to five (5) concurrent employee requests, in order of Airport Seniority, for an unpaid full shift of time off for observance of the holidays listed below:

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

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

- 13.3 Sick Leave. Employees shall be entitled to take time off for illness. If the employee has any unused paid time, she/he may use it to provide pay for the time off. Employees will not be required to present a physician's note unless absent for three (3) or more consecutive days off. There shall be no blackout dates for sick leave.
- 13.4 Personal Leave. Employees who have been employed by the Employer for at least one (1) year may request a personal leave of absence for reasons other than illness, injury or disability for no more than sixty

(60) days, in a 12-month period. Employees must submit requests for personal leaves of absence in writing at least thirty (30) days prior to the beginning of the leave unless the employee is requesting leave for a bona fide emergency. Personal Leave is subject to management approval but shall not be unreasonably denied. The parties understand that leave requests of 29 days or less, or requests between January and March, are most easily approved.

- 13.5 Employees who are on approved leave under the Family Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA) or similar state leave law or local ordinance may use paid time for such time off.
- 13.6 **Mutuals.** Employees shall be permitted to trade workdays and shifts upon written approval from the Employer. Employees must be trained and qualified for the position they are filling. Employees are responsible for the obligations incurred as a result of such agreed upon trades. Employees may not make such trades if it would require the employee to work more than forty (40) hours per workweek.

Article 14 — Health Insurance

- 14.1 The Employer shall continue to offer health insurance to its employees under conditions offered to other employees.

Article 15 — Retirement

- 15.1 The Employer shall offer 401k and/or pension plan participation to its employees under conditions offered to other employees.

Article 16 — No Strikes or Lockouts

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

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

Article 17 — Fair Employment and Safety

- 17.1 There shall be no discrimination against any employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, gender identity, union membership, or any other characteristic protected by law.
- 17.2 The Employer shall provide and maintain a safe and healthy workplace, within its control, for all employees, and the Employer shall comply with all federal, state and local laws and regulations relating to health and safety. If the employee believes that there is a real and imminent danger of death or serious injury, the employee shall not be disciplined for asking the Employer to correct the hazard or, if the Employer refuses to correct the hazard, for asking the Employer for an alternative assignment.
- 17.3 The Employer shall make a good faith effort to dispatch wheelchair attendants to the gate

closest to their current location. Employees shall not be dispatched until their last assignment is completed.

- 17.4 When airlines make planned reductions in service schedules (such as seasonal fluctuations or elimination of scheduled flights), the Employer may reduce regularly scheduled hours. In such cases, the Employer will provide advance notification to the Union within a reasonable time period upon notification by the Employer's customer. The Union, upon receiving notice of such proposed change, agrees to meet with the Employer concerning a potential reduction in total hours of work.
- 17.5 When unplanned flight delays or cancellations result in a temporary reduction in the need for service, the Employer may make corresponding reduction in schedules on the impacted shift(s) or work, provided said reductions are applied in reverse order of seniority in the classification.
- 17.6 Where the Employer is maintaining wages, benefits, paid or unpaid leave, or working conditions that are more favorable to employees, or some of them, than those provided for in this Agreement, those terms and conditions shall continue to apply to all employees, unless the Union and Employer agree otherwise in writing.

- 17.7 The Employer shall not subcontract, transfer, lease or assign, in whole or in part, to any other entity, person, firm, corporation, partnership, or non-unit work or workers, bargaining unit work currently performed or hereafter assigned to employees in the bargaining unit for purposes of circumventing the terms of this Agreement.
- 17.8 To the extent permitted by law, this agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement.
- 17.9 In order to improve service to passengers requiring wheelchairs, as well as protect Employee health and safety, the Employer shall take reasonable measures to ensure that wheelchairs are maintained in proper repair, with working brakes, hand grips, foot rests, tires, and without tears or other damage to seats or backrests. Employees shall immediately notify the Employer of any wheelchair requiring repair or replacement.
- 17.10 Employees will not be required to push more than one wheelchair at a time and will not be

required to handle luggage equipment such as carts at the same time as wheelchairs are being pushed.

- 17.11 Managers, supervisors, and other employees whose normal responsibilities do not include pushing wheelchairs, shall not perform such duties when wheelchair agents are available to perform such work.
- 17.12 The Employer will furnish at no cost to the employees a sufficient number of uniforms to be worn during work hours. The Employer will replace soiled and worn uniforms as needed and as reasonably determined by the Employer. Furthermore, the Employer will furnish coats, jackets, gloves and rain gear to all employees who are required to work outside during inclement weather, and short-sleeved uniforms for hot weather. For employees whose assignments require their use, the Employer will furnish safety vests. All employees will be required to wear their uniform in its entirety or be subject to disciplinary action.
- 17.13 The Employer agrees to provide and to label and maintain properly equipment and materials adequate to perform any and all work assignments.
- 17.14 The Employer will provide all necessary supplies and personal protective equipment, free of charge. The Employer

shall furnish and maintain all such items and replace such items as needed to keep up with regular wear and tear.

17.15 With the understanding that the Employer does not control the work premises, the Employer shall make reasonable measures to have aircraft heated or cooled, as appropriate, when employees are working in them.

17.16 The Employer agrees to treat every employee with respect and dignity.

Article 18 — Labor Management Committee

18.1 The Union and the Employer shall create a labor-management committee consisting of Union representatives, selected by the Union, and management representatives. The Committee shall meet quarterly but may meet more often by mutual agreement. It shall seek to resolve workplace problems and improve passenger service and employee health and safety. The parties shall choose up to five (5) representatives each to attend these Labor-Management meetings. Employees who attend such meetings shall be paid by the Employer at their regular rate of pay.

Such meetings shall be limited to two (2) hours in length, unless extended by mutual agreement.

Article 19 — Leaves of Absence

- 19.1 The Employer shall continue its current Leave of Absence policies, including bereavement leave and pay for jury duty. Any employee granted a leave of absence who returns as scheduled from such leave shall be assigned to the same job responsibilities and schedule they had before the leave, unless those job responsibilities and/or schedule have been eliminated or changed due to operational needs.
- 19.2 Upon 15 days advance written notice by the Union, the Employer shall provide up to two (2) designated employees with an unpaid leave of absence for up to three (3) months for union-related activities, where practicable, provided that such leave shall not be unreasonably denied. Employees shall continue to accrue seniority for the length of such leave. The union may meet with the Employer if it seeks additional lost-time employees or to extend the leave of employees already on such leave. Upon such leave, the employee must surrender his/her airport identification to the Employer and may not demonstrate wearing company attire. Where re-badging is required, the Union and the Employer will cooperate and

schedule necessary appointments so that the employee's return may be implemented, to the extent practicable, on the date the leave is to conclude.

In addition, upon receiving a 15-day advance written notice, the Employer would release up to ten (10) employees per year for up to two-day increments for group training sessions or Union-sponsored events. Such leave requests will not be unreasonably denied and the Employer shall provide a written rationale for any denials.

- 19.3 The Employer shall comply with all applicable federal, state and local laws concerning family or medical leave, sick days, and other time off issues.

Article 20 — Most Favored Nations

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

Article 21 — Termination and Renewal

- 21.1 This Agreement shall become effective on January 1, 2020 and continue in full force and effect until December 31, 2022. Upon expiration of the Agreement, the Agreement shall remain in effect until a successor Agreement is executed, unless either party provides ten (10) days written notice terminating the Agreement.
- 21.2 This Agreement is subject to renegotiation upon the request of either party under the following circumstances:
- α) The City and County of Denver modifies the minimum wages to be paid to bargaining unit employees, or enacts any other policies regarding contracted employee wages, paid-time off, or other benefits; and/or,
 - β) The federal government substantially modifies health insurance requirements.

APPENDIX “A”

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

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

- α. Provide notice of intent to amend and modify the terms of the parties’ CBA equivalent to the notice required by RLA Section 6 and maintain the status quo following such notice;
- β. Meet and confer in good faith conferences in direct negotiations to reach an agreement for a successor CBA;
- χ. Either party may terminate conferences with written notice to the other party. In such event, either party may within ten (10) days provide written notice

of its intention to seek mediation. If such request is made, the parties shall appoint a mutually selected mediator, or if one cannot be mutually agreed, such appointment shall be made under the auspices of the Federal Mediation and Conciliation Services (“FMCS”).

- δ. Following a period of good faith mediation, either party may request release from mediation in writing to the mediator and the other party, which shall be honored in the discretion of the mediator.
 - ε. Following the mediator’s release of the parties from mediation, the parties shall continue to maintain the status for an additional thirty (30) day “cooling off” period. By agreement, the parties may submit to final interest arbitration.
 - φ. In the event no agreement is reached, and the parties have not agreed to submit to final interest arbitration, upon the expiration of the 30-day cooling off period, the parties are free to resort to self-help measures.
2. The parties further recognize that the application of the RLA to the Employer and the Employer’s employees is subject to interpretation by the National Mediation

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

APPENDIX B

Employee Free Choice Procedure

This Agreement providing for an Employee Free Choice Procedure (“EFCP”) is entered into effective on September 25, 2017 (the “Effective Date “), by and between G2 Secure Staff, LLC (“G2” or the “Employer”) and Service Employees International Union, Local 105 (the “Union”), and for the purpose of ensuring an orderly environment for the Employer’s employees to exercise representation rights granted them under federal law. The EFCP shall only apply at Denver International Airport (the “Airport”)

1. The Employer shall take a neutral approach with respect to unionization of its employees. The Employer and its representatives (including supervisors, managers and consultants) will not take any action nor make any statement that directly or indirectly states or implies any opposition by the Employer to the selection by its employees of a collective bargaining representative.
2. The Employer shall not discriminate, discharge, lay-off or discipline any employee for the reason that he or she has joined the Union, signed an authorization card or engaged in any type of protected union activity. The Union and its representatives shall not coerce or threaten any employees in

an effort to obtain authorization cards.

3. The Employer shall not interfere with the Union's lawful efforts to solicit authorization cards from employees. The Union shall not interfere with the performance by employees of their work.
4. The EFCP shall apply to all non-supervisory, non-administrative, non-confidential regular full- and part-time employees assigned to work at the Airport.
5. Upon request and a showing that the Union represents a majority of the employees in the above-described bargaining unit, the Employer shall recognize the Union as the exclusive bargaining representative of the employees in the unit. Proof of majority status shall be based on the signed authorization cards or petitions. The Union shall not request recognition prior to ten (10) days after the Effective Date. Any authorization cards collected, including those prior to the execution date of this Agreement, shall be considered valid evidence of union support regardless of when those cards are presented to verify majority support, provided that the employee who signed such card is active at the time of the card verification and provided that the employee has not in the meantime withdrawn his or her support in writing. Upon request of either party, a mutually agreeable third party shall conduct a review of the names on the cards

or petitions, comparing the names to a current list of employees and verifying that signatures are authentic. The Employer agrees that the foregoing process shall be the sole and exclusive process for determining the Union's majority status. Accordingly, the Employer and the Union waive their respective rights to file petitions before either the National Labor Relations Board or the National Mediation Board in order to determine majority status for collective bargaining purposes. However, the Union may seek to intervene in representation proceeding if a rival union seeks recognition for some or all of the employees in the bargaining unit by means of a petition filed with the National Labor Relations Board or the National Mediation Board. The Employer shall not grant voluntary recognition to any other union.

6. In the event that the Union's majority status is verified through the process outlined in paragraph 5, above, the Employer and the Union will meet and confer and mutually agree on the appropriate time, place and form of bargaining to occur, provided that negotiations for collective bargaining agreement shall not commence until another private contractor that provides aviation services at the Airport ("Airport Contractor") has agreed to an EFCP, or its equivalent. The Union further agrees that it shall make its best efforts, through lawful means and methods including but not limited to regulation or bargaining, to actively seek

minimum wage and benefit standards for employees of Airport Contractors.

7. On or after the Effective Date, upon the Union's written request, the Employer shall furnish to the Union a current list, by worksite, containing the names of all employees at the Airport. Within two weeks of execution of this Agreement, the Employer will provide the Union with telephone numbers and addresses of the employees at the Airport. Upon written request by the Union, the Employer will supplement the list no more than once per calendar quarter.
8. The Union and the Employer agree to notify the employees in writing of the obligations of this paragraph and that violations of this paragraph may be brought to arbitration pursuant to Paragraph 12. Each party will distribute to the employees the following letter:

Dear Employees:

Many of you are aware that Local 105 (the "Union") is organizing airport workers at Denver International Airport, and that Local 105 seeks to organize and represent G2 employees at Denver International Airport.

The purpose of this letter is to inform all employees that G2 (the "Company") will remain neutral regarding Local 105's organizing of its workforce. Local 105 will be asking workers to give the Union their

written consent by signing an authorization card to have Local 105 represent them for purposes of collective bargaining. If a majority of G2 employees at Denver International Airport choose to authorize Local 105 to represent them, the Company will respect that decision and recognize Local 105 as the union representative. Whether or not you decide to join or support the Union is your personal decision. The Company will not interfere with your right to make that decision and will respect your choice. Company managers and supervisors will not discipline, discharge or otherwise discriminate against any employee due to the fact that such employee has or has not joined the Union or engaged in lawful activity in support of or in opposition to the Union. Likewise, the Union has agreed that its representatives will not threaten or coerce you to sign authorization cards or to support the organizing effort. Both the Union and the Company have agreed that violations of this pledge may be brought to an arbitrator for review and remedial action.

9. The Union and the Employer acknowledge that this agreement is made with the understanding that the Union will focus its efforts to organize all of the major Airport Contractors who are not subject to a collective bargaining agreement as of this date. From time to time as requested by the Employer, the Union will update the Employer on organizing activities at the Airport.

10. In the event the Union enters into an EFCP with another Airport Contractor that contains terms or conditions for the signing contractor that are more favorable than those outlined herein, the Union shall promptly notify the Employer of such more favorable terms, and at the Employer's option, adopt the EFCP containing such terms in its entirety, in lieu of this EFCP

11. The Union agrees that it will not organize, sponsor or otherwise engage in, support or condone, directly or indirectly, explicitly or implicitly, any form of Labor Unrest Activities aimed at the employer that relate to the Airport; provided that the foregoing restrictions shall be lifted if (1) all of the conditions and requirements set forth in Paragraph 6 above have been satisfied; and (2) the Employer and the Union have not reached a final collective bargaining agreement within 120 days after the Union has sent a written demand to the Employer that bargaining commence; provided further that prior to commencing any Labor Unrest Activities, the Union shall provide the Employer with 30 day's advance written notice and participate in at least one face-to-face meeting between senior management of both parties. As used herein, the term "Labor Unrest Activities" means any form of labor unrest, including but not limited to work stoppages, "slow-downs," "sick-outs," picketing, handbilling, public demonstrations, and media or social

media activities directed at the Employer. In the event that a strike or other interference with work occurs without the Union's involvement, the Union shall (1) notify the Employer that the Union is not involved in such strike or other interference with work; and (2) advise employees, in writing, that the Union neither supports nor condones such strike or other interference with work.

12. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted for binding arbitration on an expedited basis before a labor arbitrator to be selected by mutual agreement of the parties. The Arbitrator shall render his or her decision within forty-eight (48) hours of having heard the dispute.
13. Neither party will provide notice to the National Labor Relations Board or the National Mediation Board, that the Employer has voluntarily recognized the Union pursuant to this Procedure, absent the written consent of the other party, or as may be required by applicable law.

