

**LAX Master Passenger Services Agreement**

**July 1, 2013 to June 30, 2016**

**between**

**SEIU United Service Workers West**

**and**

**ABM Services, Inc**

**AirServ Corporation**

**AeroPort Services**

**G2 Secure Staff, LLC**

**Gateway Group One**

**World Service West**

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## **PURPOSE**

This Collective Bargaining Agreement made this July 1, 2013 by and between Service Employees International Union, United Service Workers West (SEIU-USWW, hereafter referred to as "Union," and ABM Services, Inc, AirServ Corporation, AeroPort Services, G2 Secure Staff, LLC, Gateway Group One and World Service West LA Inflight Service Company, LLC (hereinafter referred to individually as "Employer").

That for the purpose of mutual understanding and in order that a harmonious and respectful relationship may exist between the Employer and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

## **ARTICLE 1. UNION REPRESENTATION**

### **Section 1, Recognition:**

The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to the rates of pay, hours of work, and other conditions of employment for the Employer's non-supervisory, non-clerical employees in job classifications covered by this agreement at the time of ratification, as specified in Appendix B, at Los Angeles International Airport (LAX), passenger terminals, cargo warehouse or cabin cleaning locations.

### **Section 2, Registration of Job Location:**

The Employer shall furnish the Union, in writing, the names and addresses of all job locations and clients covered by this Agreement, the number of Employees on each job and classification, wage rates, and hours employed per week. This information shall be submitted to the Union by the Employer on a quarterly basis.

### **Section 3, New Jobs:**

The Employer shall notify the Union, in writing, on a standard form approved by the Union, of the name and address of any new job location covered by this Agreement that the Employer obtains. All new jobs will be covered under the appropriate terms of this Agreement, as indicated in Article 18, Bidding & Maintenance of Conditions.

## **ARTICLE 2. DIGNITY AND RESPECT**

The Union, Employer, and the Employees agree that they are in a service business and that the traveling public, airline employees and airport employees should always be treated with courtesy, dignity, and respect.

## **ARTICLE 3. PRIVACY RIGHTS**

### **Section 1, Non-Discrimination in Employment:**

No employee or applicant for employment covered by the Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer 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, national origin, age, sex, gender, marital status, physical handicap, or veteran status, family status, sexual orientation, gender identity or political belief.

## **Section 2, Non-Discrimination in Representation:**

The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

## **Section 3, Notification:**

The Employer shall notify the Union, unless otherwise prohibited by federal law, judicial order, or other government agency, by phone and give oral notice to the Union Steward, as quickly as possible, if any Department of Homeland Security ("DHS") or U.S. Immigration and Customs Enforcement ("ICE") agent appears at the premises to enable a Union representative or attorney to take steps to advise employees of their legal rights. Additionally, the Employer shall notify the Union immediately upon receiving notice from the DHS, ICE or the Social Security Administration that an audit of employee records (for any purpose) is scheduled, proposed or contemplated.

## **Section 4, Information:**

The Employer shall not violate the privacy rights of employees by revealing to third parties, including the DHS, any employee's name, address or other similar information, unless required by law. The Employer shall notify affected employees and the Union in the event it furnishes such information to any third party.

## **Section 5, Termination for Invalid Work Authorization:**

Any employee who is terminated due to lack of valid work authorization (I-9 related issues) and presents a valid work authorization, within six (6) months of commencement of the termination shall be reinstated to the layoff list, with their seniority date intact, less any time lost due to the immigration matter. The burden shall be upon the employee or their bargaining unit representative to establish to the Employer's reasonable satisfaction, consistent with legal requirements, that the employee(s) in question are authorized to work in the U.S.

## **Section 6, Change of Name or Social Security Number:**

Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number.

## **Section 7, "No Match" letter:**

A "No-Match" letter from the Social Security Administration shall not itself constitute a basis for taking adverse action against an employee or for requiring an employee to reverify work authorization. The Employer shall promptly forward a copy of any "No-Match" letter that it receives to the Union and to affected employee(s). In the event it is determined that the Employee was in violation of applicable federal or state law regarding their Social Security number, the Employer reserves the right to discipline the Employee up to and including termination.

# **ARTICLE 4. TRAINING AND EMPLOYEE INPUT FOR SECURITY, SERVICE, HEALTH, AND SAFETY**

## **Section 1, Passenger Safety and Security:**

The Union and employer acknowledge that passenger safety and security are of paramount concern, and that Employees possess vital information and experience for improving safety and security.

## **Section 2, Quality Service Committee:**

The Union and Employer shall form a Quality Service Committee for each respective company to improve the quality of training provided to Employees, and explore ways to improve service to passengers.- The Committee shall include an equal number of Employee and Employer representatives.

## **Section 3, Guard Card Training and Certification**

Employees who perform a security function and are not in possession of a Guard Card, if required by airport, client or law, shall be trained and certified to receive a Guard Card. The Employer shall not be required to pay the fee for the Guard Card itself, training, or renewal fees.

## **Section 4, Health, safety, and injury prevention training:**

The Employer agrees to provide health, safety, and injury prevention training to Employees so that they may be properly informed of risks associated with their jobs and can do them safely. 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.

## **Section 5: Training for new job functions:**

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

# **ARTICLE 5. IMPROVING SERVICE TO PASSENGERS WITH DISABILITIES AND OTHERS REQUIRING WHEELCHAIRS**

## **Section 1, Wheelchair maintenance:**

In order to improve service to passengers requiring wheelchairs, as well as protect Employee health and safety, the Employer shall 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.

## **Section 2, Passenger limits:**

No more than one passenger shall be assigned to each wheelchair attendant, and workers pushing wheelchairs shall not be forced nor permitted to handle luggage equipment such as carts at the same time as wheelchairs are being pushed.

# **ARTICLE 6. UNION MEMBERSHIP**

## **Section 1, Union membership as a condition of employment:**

It shall be a condition of employment that all Employees of the Employer covered by this Agreement shall become and remain members of the Union in good standing, or tender to the Union the union dues and initiation fees customarily required of members in the manner provided in this Agreement, and under applicable law. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, no later than the 31st calendar day following beginning of employment or following the effective date of this Agreement, whichever is later, become and remain members in good standing, or tender



to the Union the union dues and initiation fees customarily required of members in the manner provided for in this Agreement, and under applicable law.

### **Section 2, Discharge:**

The Employer agrees to discharge upon receiving seven (7) days' written notice from the Union, any employee with respect to whom such notice may state that such Employee is not a member in good standing of the Union for the reasons set forth in Section 1 above, provided that a copy of such notice shall have been sent to such employee, and, provided further, than any such Employee has not, within that additional seven (7) day period, tendered to the Union the amount then in default.

## **ARTICLE 7. WAGES, HOURS, AND OVERTIME**

### **Section 1, Wages:**

Wages shall be shown in Appendix "A". The wage scales in Appendix A of this Agreement are minimum wage scales. Nothing in this Agreement shall be interpreted to prohibit an Employer from paying an employee higher wages or additional benefits beyond those set forth in this Agreement. All wages shall be paid according to the Employer's current schedule and practice, in compliance with California Labor Code. The Employer agrees to notify the Union in advance of any changes to the foregoing and discuss the impact of any such change. Employees will have the option to have paychecks deposited via direct deposit, provided the Employer has the capacity to provide direct deposit.

### **Section 2, Paycheck protection:**

Paychecks that are not correct as a result of an error on the part of the Employer (including vacation or sick leave pay, overtime pay, etc.) may be brought to the attention of management and management shall pay by check all of the money owed within forty-eight (48) hours, excluding Saturday and Sunday. Any time beyond the end of the 48-hour grace period shall be subject to a premium penalty of 5% per day for each twenty-four (24) additional hours that the Employee is forced to wait for his/her pay.

### **Section 3, Work Week:**

The Employer shall be free to fix the hours of employment, provided that a normal work week for full-time Employees shall consist of forty (40) hours divided into five (5) days of eight (8) hours each. Employees shall be scheduled two (2) consecutive days off in each work week. Employees may be scheduled for non-consecutive days off by mutual agreement between the Employer and the Employee. 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 on the Employer's premises, at the worksite where possible and with a copy to the Union. Nothing contained in this Section shall be construed as a guarantee of any hours of work.

### **Section 4, Working Out of Class:**

Any employee who works in a higher paid classification for a minimum of two hours shall receive the rate of that classification for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

### **Section 5, Training Wages:**

All employees shall be compensated at their regular rate of pay for any non-new-hire training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training. Newly hired employees may be compensated by the Employer for their initial forty (40) hours at the Employer

designated training rate, provided said rates are in compliance with the requirements of the California Labor Code.

### **Section 6, Grace period:**

If the Employer has historically allowed grace periods for tardiness, that practice will continue during the life of this Agreement.

### **Section 7, Breaks:**

- (a) The Employer agrees to allow each and every Employee two paid rest breaks plus a thirty (30) minute unpaid lunch break during any shift lasting six (6) hours or more.
- (b) Employees who work shifts lasting more than five (5) hours shall be entitled to one paid rest break, and one thirty (30) minute unpaid lunch break. Lunches shall be taken as close to the middle of the shift as practicable.
- (c) Employees who work shifts less than five (5) hours or less but more than two (2) hours shall be entitled to one paid rest break.
- (d) Breaks shall be taken as close to the middle of each half-shift as possible.
- (e) Lunches shall be taken as close to the middle of each shift as practicable.
- (f) Where paid rest breaks have been for fifteen (15) minutes prior to ratification of this Agreement, they shall continue to be for fifteen (15) minutes. Where paid rest breaks have been for ten (10) minutes prior to ratification of this Agreement, they shall continue to be for ten (10) minutes.

### **Section 8, Minimum hours:**

Each workday an employee is required to report to work, but is not put to work or is furnished with less than half of his or her usual or scheduled day's work, the employee must be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at his or her regular rate of pay.

The exception to the above is any of the following:

1. When operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue; or
2. When public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or
3. When the interruption of work is caused by an Act of God or other cause not within the employer's control, for example, an earthquake.
4. If the employee is not fit to work.
5. If the employee has not reported to work on time and is fired or sent home as a disciplinary action.
6. Any occurrences beyond the reasonable control of the Employer.

### **Section 9, Exchange and Donation of shifts:**

The Employer may, at the employer's discretion, allow employees to exchange or "donate" shifts on a limited short-term basis with another employee within the bargaining unit, provided the exchange shall not create an economic impact for the Employer and the Employee(s) obtains prior written approval from the Employer's designee.

### **Section 10, Split Shifts:**

- a) Split shifts may not occur within these classifications: janitors, warehouse cargo handlers or cabin cleaners.
- b) Split shifts for any classifications other than those cited in 10.a above shall not be separated by a period of more than two (2) hours.

- c) Where split shifts have not historically been used prior to ratification of this Agreement, the Employer agrees not to use split shifts to reduce the number of full time positions or for the purpose of increasing the overall proportion of part time positions.
- d) Where an Employer can demonstrate that the airlines service schedules demand split shifts separated by more than two (2) hours, the Employer will provide no less than two (2) weeks advance notification in writing to the Union. Any Employer proposal to establish split shifts separated by more than two (2) hours shall include a plan to mitigate the impact of such schedules on current employees so as to protect the maximum number of full-time positions possible. The Union, upon receiving effective notice of such operational demands, agrees to meet with the Employer concerning the proposed split shifts at that job location and no reasonable request shall be denied by the Union.

### **Section 11, Payment while on Premises:**

Any employee who is required by the Employer to remain on the job location shall be paid for all such time, including overtime, regardless of whether work is performed. Overtime rates will apply after eight (8) hours.

### **Section 12, Payment for Travel:**

Any Employee who is required by the Employer to move from location to location in the course of performing his/her work assignments shall be paid in accordance with California law with respect to determination of time worked for the Employer.

### **Section 13, Overtime:**

For overtime calculations, eight (8) hours of labor constitutes a day's work, and employment beyond eight (8) hours in any workday, more than forty (40) hours in any workweek or more than six days in any workweek provided the employee is compensated for the overtime at not less than:

- (a) One and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, for all hours worked over forty (40) in a workweek, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day of work in a workweek; and
- (b) Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) on the seventh (7<sup>th</sup>) consecutive day of work in a workweek.
- (c) There shall be no pyramiding of overtime hours.

### **Section 14, Reduction in hours of work due to lack of work:**

- a) 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 no less than forty eight (48) hours advance notification in writing to the Union. The Union, upon receiving effective notice of such proposed change, agrees to meet with the Employer concerning a reduction in total hours of work at that job location and no reasonable request shall be denied by the Union.
- b) When unplanned flight delays or cancellations result in a temporary reduction in the need for service, the Employer may make corresponding reduction in schedules on the impacted shift(s) or work group(s), provided said reductions are applied in order of Site Seniority.

### **Section 15, Bargaining unit work:**

Except in case of bona fide emergency, the Employer agrees that only Employees covered by this Agreement shall be allowed to replace and/or relieve the duties of other bargaining unit Employees, except to meet an

immediate short-term need (less than four (4) hours) or for a one-time specific assignment to ensure the security and safety of the traveling public or law enforcement, so long as no bargaining unit employees lose employment.

**Section 16, Maintenance of Conditions:**

Unless provided for by this Agreement, the Employer shall not reduce the number of employees, the hours worked or rates of pay of any employee at any job location because of the execution of the Agreement.

**Section 17, Definition of Full-Time Employee:**

A full-time Employee is one who regularly works 30 hours per week or more.

**Section 18, New Job Classifications:**

The Employer has the right to establish new bargaining unit job classification(s) and change(s) in an existing job classification that would be appropriately within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give seven (7) calendar days' notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to any new classification prior to offering such job classification for posting. The Employer shall meet with the Union to discuss the new or changed job classification. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

**ARTICLE 8. HEALTH CARE**

This Article expresses the understanding of the Employer and the Union concerning Employer contributions to provide health and welfare benefits on behalf of LAX Passenger Service Employees covered by this Agreement.

**Section 1, Contributions:**

All Employer contributions referred to in this Article shall be paid into the California Service Employees Health and Welfare Trust Fund (CSETF) to the Depository Bank, as named by the Board of Trustees. It is understood that all questions concerning eligibility of employees for coverage, including the commencement and termination of coverage, shall be determined by the Trustees of said Trust Fund.

**Section 2, Trust Fund:**

The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust of the California Service Employees Health and Welfare Trust Fund, and any plan documents or summary plan description thereof, as each of these may from time to time be amended by the Board of Trustees, and hereby acknowledges prior receipt of a copy thereof. The Employer shall comply with all the provisions of the California Service Employees Health and Welfare Trust Fund and shall maintain, as required by law, furnish and make available for audit such data and records as the Trustees may require, as provided in the Agreement and Declaration of Trust of the California Service Employees Health and Welfare Trust Fund.

**Section 3, Coverage:**

The Employer shall provide Health and Welfare coverage for employees covered by this Agreement pursuant to the terms of coverage contained herein as follows:

- a. Between the first (1st) and the fifteenth (15th) day of each calendar month, the Employer shall, except as prohibited by law, submit a list to the Trust Fund containing the name, address and social security number of each eligible and qualifying employee indicating the number of hours paid to each employee in the previous ninety (90) days.
- b. Qualifying hours for continuing full-time employees will be an average of thirty (30) hours or more per week over the previous ninety (90) days to provide Health and Welfare coverage the following month after contribution has been received by the Trust Fund. Paid holidays and paid sick leave shall be included in computing qualifying hours. Paid vacation also shall be included in computing qualifying hours with the following exception. Employees hired after the ratification of this agreement shall be covered under the provisions of Section 4. Eligibility paragraph (a) of this Article.

If the Employer has paid to an employee at the employee's request accrued vacation pay in advance of the month or months in which the employee takes the corresponding vacation time, such pre-paid vacation pay shall not count in computing the qualifying hours of the employee for the month or months in which it is paid, including for the purpose of determining employer overpayments or underpayments. At the employee's written request such vacation hours shall be credited toward eligibility for the month(s) that the employee actually takes time off from work. The employee shall inform the Employer, in writing, as to when they shall actually take time off from work. Vacation and Sick Leave cash-outs are also to be included in computing qualifying hours.

- c. Except as may be provided otherwise in this Article, when an employee first qualifies for health and welfare coverage, the Employer shall contribute, effective initially with May 2013 work hours/payroll due June 2013 for coverage in July 2013, on behalf of each qualifying employee the capped amount of Six Hundred and Seventy Four Dollars (\$674.00) towards the full "unsubsidized" contribution of Seven Hundred and Eight Dollars (\$708.00) per month to the California Service Employees Health and Welfare Trust Fund. The "subsidized" portion of the full contribution in the amount of Thirty Four Dollars (\$34.00) shall be paid through the reserves of the Trust Fund for the period of May 2013 work hours/payroll through April 2014 work hours/payroll. The Employer contribution will provide the employee and his/her dependents with Kaiser Medical Plan "C9", including Kaiser "C9" Prescription Drug coverage, Liberty Pre-Paid Dental Plan LDP2 and the Vision Service Plan #C – Regular plan (VSP). is effective July 1, 2013-~~is~~; coverage based on hours worked and/or paid in May 2013 and due in June 2013. The following rate structure is only optional to the Employer and not the employee

- 1) Kaiser Plan "C-9"
  - Kaiser Medical Insurance (\$30 office co-pay, \$125 ER),
  - Kaiser Drug Plan (\$15 generic/\$35 brand)
  - Vision Service Plan –Regular
  - Liberty Dental – LDP2 Plan

a) Composite Rate: \$708.00;  
OR

b) Tiered Rates:	
Employee Only	\$429.00 <sup>1</sup>
Employee +1	\$832.00 <sup>2</sup>
Employee +2 or more	\$1165.00 <sup>3</sup>

Tiered Rate Contributions: Except as may be provided otherwise in this Article, an Employer who selects the Tiered Rate structure, as allowed in 8e below, shall contribute, effective initially with September 2013 work hours/payroll due October 2013 for coverage in November 2013, on behalf of each qualifying employee and according to the employee's eligible enrolled dependents the capped amounts of

Employee Only	\$416.85
Employee +1	\$808.68
Employee +2 or more	\$1133.94

Employee Only: Four Hundred and Sixteen Dollars and Eighty-Five Cents (\$416.85) towards the full "unsubsidized" contribution of Four Hundred and Twenty-Nine Dollars (\$429.00) per month to the California Service Employees Health and Welfare Trust Fund. The "subsidized" portion of the full contribution in the amount of Twelve Dollars and Fifteen Cents (\$12.15) shall be paid through the reserves of the Trust Fund for the period of September 2013 work hours/payroll through April 2014 work hours/payroll. The Employer contribution will provide the employee only with Kaiser Medical Plan "C9", including Kaiser "C9" Prescription Drug coverage, Liberty Pre-Paid Dental Plan LDP2 and the Vision Service Plan #C – Regular plan (VSP).

Employee plus One: Eight Hundred and Eight Dollars and Sixty-Eight Cents (\$808.68) towards the full "unsubsidized" contribution of Eight Hundred and Thirty-Two Dollars (\$832.00) per month to the California Service Employees Health and Welfare Trust Fund. The "subsidized" portion of the full contribution in the amount of Twenty-Three Dollars and Thirty-Two Cents (\$23.32) shall be paid through the reserves of the Trust Fund for the period of September 2013 work hours/payroll through April 2014 work hours/payroll. The Employer contribution will provide the employee and one eligible enrolled dependent with Kaiser Medical Plan "C9", including Kaiser "C9" Prescription Drug coverage, Liberty Pre-Paid Dental Plan LDP2 and the Vision Service Plan #C – Regular plan (VSP).

Employee plus Two or More: Eleven Hundred and Thirty-Three Dollars and Ninety-Four Cents (\$1133.94) towards the full "unsubsidized" contribution of Eleven Hundred and Sixty-Five Dollars (\$1165.00) per month to the California Service Employees Health and Welfare Trust Fund. The "subsidized" portion of the full contribution in the amount of Thirty-One Dollars and Six Cents (\$31.06) shall be paid through the reserves of the Trust Fund for the period of September 2013 work hours/payroll through April 2014 work hours/payroll. The Employer contribution will provide the employee and two or more eligible enrolled dependents with Kaiser Medical Plan "C9", including Kaiser "C9" Prescription Drug coverage, Liberty Pre-Paid Dental Plan LDP2 and the Vision Service Plan #C – Regular plan (VSP).

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<sup>1</sup> (includes \$388 Kaiser C9 single +\$23-Liberty + \$8-VSP + \$10 Operating Expense = \$429.00)

<sup>2</sup> (includes \$775 Kaiser C9 Mbr+1 dep +\$23-Liberty + \$14-VSP + \$20 Operating Expense = \$832.00)

<sup>3</sup> (includes \$1097 Kaiser C9 Mbr+Fam +\$23-Liberty + \$19-VSP + \$26 Operating Expense = \$1165.00)

This plan is effective November 1, 2013 coverage based on hours worked and/or paid in September 2013 and due in October 2013. The tiered rate structure is only optional to the Employer and not the employee.

- d. Opt-Out: Employees who can provide credible written proof of other coverage through another employer, a spouse or family member's plan, the US Department of Veterans Affairs, Medicare, or any other coverage which the Trust Fund may indicate in writing to be acceptable, may opt out of the health and welfare benefits described in this Article. Employees wishing to opt out must provide the required documentation of alternate coverage to their Employer and to the Trust Fund Office by no later than September 20<sup>th</sup>, 2013. Thereafter, Employees wishing to opt out must provide the required documentation of alternate coverage to their Employer and to the Trust Fund Office during the month of January of each calendar year and no later than the 20<sup>th</sup> day. Once an Employee has opted out of coverage, that Employee may not enroll again for group health coverage through California Service Employees Health and Welfare Trust Fund until the next open enrollment period as designated by the Trustees of this Trust Fund, unless the Employee has a "qualifying event", in which case the Employee may enroll within two calendar months of the date when the Employee became aware of the qualifying event. Qualifying events include marriage, divorce, loss of an existing source of other health care coverage, and birth or adoption of a child under the age of 26 years. Eligibility to re-enroll due to a qualifying event shall be determined by the Trust Fund's plan rules.

Opt-Out Premium. For Employees who opt out of coverage, the Employer will pay, in the first paycheck of the calendar month, a premium of \$100 per month for every month in which the Employee is otherwise eligible for other health coverage and has opted out of coverage through the California Service Employees Health and Welfare Trust Fund. It is understood that the opt-out status will be effective in the following month after the receipt of the appropriate documents by the Trust Fund office from the participant.

- e. Premium Rate Selection: The Employer shall, for the period ending with August 2013 work hours, pay monthly to the Trust Fund a sum not to exceed \$674.00 of the monthly premium for each eligible employee enrolled in the above indicated composite rate plan provided by the Trust Fund. The Trust Fund will consider \$674.00 as the full payment due for contributions for the composite rate plan only as described in 8.3.c above and only through April 2014 paid/work hours due in May 2014. The Trust Fund reserves the right to increase rates annually thereafter.

Initial Rate Selection: Effective with September 2013 hours, the Employer shall have until October 20<sup>th</sup>, 2013 to notify the Trust Fund in writing whether it will pay monthly to the Trust Fund the Composite or the Tiered rates indicated in paragraph 3c1a and 3c1b above for each eligible employee and their eligible dependents enrolled in the plan provided by the Trust Fund. The Employer must indicate whether they will use the Composite rate or the Tiered rates for all Employees. The Employer may not use the Composite rate for some Employees and the Tiered rates for others. The composite plan rate of \$674.00 will be considered as full payment for the period of May 2013 work hours (due in June 2013) through April 2014 paid/work hours (due in May 2014) only. The tiered plan rates of \$416.85 (Employee Only), \$808.68 (Employee +1) and \$1133.94 (Employee +2 or more) will be considered as full payment for the period of September 2013 paid/work hours (due in October 2013) through April 2014 paid/work hours (due in May 2014) only. The Trust Fund reserves the right to increase rates annually thereafter.

Annual Rate Selection: Effective January 1<sup>st</sup>, 2014 and annually thereafter, for hours worked in January, the Employer shall have until February 20<sup>th</sup> of each calendar year to notify the Trust Fund in writing whether it will pay monthly to the Trust Fund the Composite or the Tiered rates indicated in paragraph 3c1ba and 3c1eb above for each eligible employee and their eligible dependents enrolled in the plan provided by the Trust Fund. The Employer must indicate whether they will use the Composite rate or the Tiered rates for all Employees. The Employer may not use the Composite rate for some Employees and the Tiered rates for others, except as indicated in Rate Selection for Accounts Acquired from Other Signatories below. Once the Employer has indicated their rate selection, that Employer may not change that rate selection until the following calendar year in February and by no later than the 20<sup>th</sup> day. The composite plan rate of \$674.00 will be considered as full payment for the period of May 2013 work hours (due in June 2013) through April 2014 work hours (due in May 2014) only. The tiered plan rates of \$416.85 (Employee Only), \$808.68 (Employee +1) and \$1133.94 (Employee +2 or more) will be considered as full payment for the period of September 2013 paid/work hours (due in October 2013) through April 2014 paid/work hours (due in May 2014) only. The Trust Fund reserves the right to increase rates annually thereafter.

- f. Subject to paragraph c above, it is agreed that the Employee benefits established hereunder for all employees receiving such benefits during the term of this Agreement, shall be maintained through the contributions due in May 2014 for April 2014 hours.
- g. On or before March 1<sup>st</sup> of each calendar year during the term of this Agreement the Trustees shall provide the Employer with written notice of the monthly premium per employee which shall be effective no sooner than sixty (60) calendar days following service of such notice, and shall continue through such calendar year, subject to paragraphs 8.3.c, 8.3.e and 8.3.f of this Article. The Employer's obligation to pay increased premiums during any calendar year shall be conditioned upon receipt of written notice of any premium change on or before March 1<sup>st</sup> of such calendar year, or sixty (60) calendar days prior to any premium change occurring during a calendar year in which a premium increase has previously been implemented by the Trustees. A copy of such notice shall be served contemporaneously on the Union.

#### **Section 4, Eligibility:**

Eligibility and qualifications for contributions for Health & Welfare contributions under this Article are as follows:

- a. Initial Eligibility for Contributions, New Employees: Eligibility and qualifications for all employees hired on or after the date of ratification of this agreement provided with benefits under this Article are:

In order to reach initial eligibility for payment of contributions for health and welfare coverage, Employees must work one thousand two-hundred (1,200) hours and work an average of thirty (30) hours a week during the same time period. Coverage shall begin no later than the ninety-first (91st) day following completion of these initial eligibility requirements. Should there be a final determination in the regulations for the Affordable Care Act that the Employer is legally prohibited from using the 1200 hour rule cited in this paragraph, the Employer may implement the 90 days/30 hours weekly rule.



For example, an Employee hired on July 1st, 2013 who works six (6) hours a day, five days a week, will complete 1,200 hours in forty (40) weeks, which would be April 6th, 2014. This Employee will also have worked an average of thirty (30) hours a week during the same forty (40) weeks. Coverage for this Employee shall begin no later than July 5th, 2014. Therefore, the Employer shall submit payment to the Trust on behalf of this Employee by no later than the twentieth (20th) day of June of 2014 for the Employee's coverage to begin on July 1st, 2014.

An Employee hired on July 1st, 2013 who works eight (8) hours a day, five days a week, will complete 1,200 hours in thirty (30) weeks, which would be January 26th, 2014. This Employee will have worked an average of thirty (30) hours a week during the same thirty (30) weeks. Coverage for this Employee shall begin no later than April 27th, 2014. Therefore, the Employer shall submit payment to the Trust on behalf of this Employee by no later than the twentieth (20th) day of March of 2014 for the Employee's coverage to begin on April 1st, 2014.

b. Continuing Eligibility for Benefits: Eligibility and qualifications for all employees provided with benefits under this Article are:

- 1) During 2013, minimum qualifying hours for continuing eligibility for health and welfare contributions will be an average of thirty (30) hours or more per week over the previous ninety (90) days, measured from the first (1<sup>st</sup>) day of each calendar month.
- 2) The Employer will submit contributions to the Trust by no later than the twentieth (20th) day of the calendar month of any month in which the Employee has been paid an average of thirty (30) hours or more per week during the ninety (90) days prior to the first (1st) day of that calendar month. Paid vacation, paid holidays and paid sick leave shall be included in computing qualifying hours in the week in which the employee would have normally worked such hours. Paid vacation also shall be included in computing qualifying hours with the following exception. If the employer has paid to an employee at the employee's request accrued vacation pay in advance of the week(s) in which the employee takes the corresponding vacation time, such pre-paid vacation pay shall not count in computing the qualifying hours of the employee for the month or months in which it is paid, including for the purpose of determining employer overpayments or underpayments. At the employee's written request such vacation hours shall be credited toward eligibility for the week(s) that the employee actually takes time off from work. The employee shall inform the Employer, in writing, as to when they shall actually take time off from work. Vacation and Sick Leave cash-outs are also to be included in computing qualifying hours.

For example, if an Employee has worked an average of thirty (30) hours a week during the ninety (90) days prior to August 1st of 2014, then the Employer shall submit contributions to the Trust for that Employee's health and welfare coverage by no later than August 20th of 2014, for coverage effective on September 1st of 2014.

- 3) Look Back & Stability Periods: Beginning on January 1st of 2014 and annually thereafter, the Employer shall continue to submit monthly contributions to the Trust, at a minimum, through the month of May 2014 (June coverage) for any Employee who is an active duty employee or on an authorized leave for which medical benefits are contractually protected and has qualified for health and welfare coverage during the

Employer's look-back period in the previous calendar year. Thereafter, the minimum qualifying hours for continuing eligibility will be as described in Section 1, above, of "Continuing Eligibility for Benefits".

- 4) Any employee who has worked and/or been paid for the equivalent, or more, of the qualifying hours (as specified in this Article) in the preceding calendar week and who is on a leave pursuant to the Federal or California Family Leave Act (FMLA) and does not work and is not paid for the necessary number of qualifying hours in that week or consecutive subsequent weeks while on FMLA leave shall have his/her Health and Welfare contributions made by the Employer as if the Employee had worked and/or been paid for the qualifying hours.
- 5) Health & Welfare for Part-Time Employees: Part-Time Employees at the time of ratification will have their health & welfare determined upon the following criteria:
  - a) Part-time Employees working 1-20 hours. These employees will retain their health & welfare benefits through December 31, 2013 hours for January 2014 contribution for coverage through February 28<sup>th</sup>, 2014.
  - b) Part time Employees working 21-29 hours. These Employees will retain their health & welfare benefits through February 28, 2014 hours for March 2014 contribution for coverage through April 30<sup>th</sup>, 2014.
- 6) Bidding and Change of Contractor: When an Employer signatory to this Agreement takes over a service contract from another signatory Employer, the following terms shall apply:
  - a) Rate Selection: When, during the life of this Agreement, the Employer acquires a service contract at LAX from another signatory Employer and the rate selection (Tiered or Composite) in place for employees under that service contract ('acquired account') is different from the selection the Employer has currently designated in "Annual Rate Selection" above, the Employer must indicate in writing to the Trust by no later than the 20<sup>th</sup> of the first month in which premium payments become due whether the Employer will maintain the rate selection then in place for the acquired account. At each subsequent "Annual Rate Selection" period, the Employer must notify the Trust if it will exercise the option to maintain the original rate selection for the acquired account.
  - b) Incoming Employer: Continuing employees who were eligible and had not opted out of coverage as of the date the incoming signatory takes over the service contract shall be eligible for contributions by the Incoming Employer in the second and third calendar months of employment with the Incoming Employer. Once these employees have completed ninety (90) days on payroll with the Incoming Employer, the eligibility requirements outlined in Article 8, Section 4b(1) and 4b(2) above shall apply. Continuing employees who were eligible and had opted out of coverage as of the date the incoming signatory takes over the service contract shall maintain their "opt-out" status with the Incoming Employer.

### **Section 5, Initial Eligibility for Current Employees:**

Employees hired prior to ratification who have not met the health and welfare eligibility requirements under their prior collective bargaining agreement will continue under the prior collective bargaining agreement's eligibility requirements unless otherwise regulated by ACA requirements.

### **Section 6, Health Care Reform:**

In the event that federal or state regulations issued to comply with The Patient Protection and Affordable Care Act (commonly referred to as "Health Care Reform") conflict with any of the terms of this Agreement, the Parties agree, upon request of either Party, to re-open the Health & Welfare provisions of this Agreement on December 1<sup>st</sup>, 2014 in order to make the adjustments necessary to bring the Agreement into compliance with applicable laws.

### **Section 7, Preservation of Full Time Work:**

a) In order to ensure the maximum opportunities for Employees who want health care coverage, the Employer will, by no later than September 1<sup>st</sup> of 2013, and with no obligation to increase the total number of current staffing hours, create the greatest number of full-time shifts as operationally feasible.

b) Where an Employer can demonstrate that the client demands shifts of less than full-time hours among the Employer's current service contracts, the Employer will provide advance notification in writing to the Union. The Employer will notify the Union as far in advance as reasonably possible, but in no case less than two (2) business days of receipt of the client request. Any Employer proposal to establish shifts of less than full-time hours shall include a plan to ensure the maximum number of full-time shifts as the client's demands will allow. The Union, upon receiving effective notice of such operational demands, agrees to meet with the Employer concerning the proposed shifts at that job location and no reasonable request shall be denied by the Union.

c) Except as indicated in Sections 7b and 7d of this Article 8, the Employer agrees not to exceed a total percentage of 15% part-time positions, or the percentage of part-time positions indicated in the employee census information provided in bargaining for this Agreement, whichever is greater.

d) Seasonal and/or temporary hires (not to exceed a total of five hundred and twenty (520) hours on payroll) who are working part-time shall not be counted in determining the Employer's overall percentage of part-time positions on payroll. Employees working part-time in new service contracts or new expansions of existing contracts acquired after ratification of this Agreement shall not count in determining the Employer's overall percentage of part-time positions on payroll.

## **ARTICLE 9. SENIORITY**

### **Section 1, Definitions and Applications:**

There shall be three terms used with reference to seniority, provided an employee is otherwise qualified, the following applications of seniority shall prevail:

- (a) "Airport Seniority" shall be defined as the Employee's length of continuous service with the current employer as measured from the employee's recorded date of hire with employer and its predecessor employer(s) signatory with the union at the airport, if any. Airport seniority shall apply for purposes of

determining wage rates, benefit eligibility, layoffs, reductions in hours, recall and bidding rights for job openings or promotions.

- (b) "Classification Seniority" shall be determined by the Employee's Airport Seniority, within and relative to the employees working in a given Classification in a given Site. Classification Seniority shall be used for scheduling for vacations and time off, for temporary assignments, for assignment of overtime and for assignment of mandatory hours beyond the regular shift.
- (c) "Site Seniority" shall be determined by the Employee's length of continuous service at a given Site as measured from the employee's recorded date of assignment to the Site with the Employer and predecessor Employer(s) signatory with the Union. Site Seniority shall apply within the relevant classification for purposes of selection for shift bids and schedule determinations. A "Site" shall be defined as a passenger terminal, cargo warehouse or cabin cleaning location. In cases where a work crew has historically assigned Employees across multiple sites, that crew will be treated as a site.
- (d) Tie-breaker. In cases where two or more employees have the same airport seniority date, the Employer will refer to the last four (4) digits of the employees' Social Security Numbers. The Employee with the highest four (4) digit number will have first preference, the next highest second preference and so on. In cases where two or more employees have the same terminal or classification seniority dates, the employees' airport seniority dates shall serve as the tie-breaker.
- (e) Bumping. Seniority shall not be used for purposes of bumping.
- (f) Provided such selection shall not cause an extreme burden on the Employer's operational needs.
- (g) An individual employee who is involuntarily transferred without a showing of cause shall retain their site seniority date from their original location.

## **Section 2, Seniority list:**

- (a) Each employer shall maintain a separate seniority list posted at a conspicuous place on the Employer's premises, at the worksite where possible, with a copy furnished to the Union. Any Employee who questions his Airport or Site seniority date must notify the Union and the Employer within thirty (30) days of the posting date.
- (b) The seniority list shall be updated quarterly. In the event of any shift bid, the seniority list relevant for the bid shall be posted with a copy to the Union seven (7) days prior to the bid.
- (c) The information posted in the seniority list shall be limited to the Employee's full name and all seniority dates described in Section 1.

## **Section 3, Transfer Requests and Promotions:**

- (a) In the event a promotional opportunity or a job opening occurs, the Employer agrees to notify all employees of that respective employer of this opening by posting notice at bulletin boards and where Employees sign in for seven (7) calendar days and sending a copy to the Union.
- (b) Qualified Employees working at the Site where the opening occurs shall have preference over employees from other Sites for filling the position(s), by Airport Seniority.
- (c) Current employees shall have preference over new hires for filling the position(s), by Airport Seniority.
- (d) The Employer shall not require that any Employee move permanently from one site to another without providing prior written notice of the reason for said involuntary transfer.

## **Section 4, Seniority accrual on layoff:**

Any Employee on layoff shall retain his/her seniority for a period of 180 days.

### **Section 5, Loss of Seniority:**

Seniority shall be broken for any of the following reasons. In such circumstances, the Employee shall be considered a new Employee for all purposes, if and when rehired into the bargaining unit:

- a) Resignation or other voluntary termination of employment, or
- b) Discharge for just cause, or
- c) Continuous employment outside of the bargaining unit with the same Employer for more than 180 days, or
- d) Failure to return to work within seven (7) calendar days after the postmark of Employer's written notice to return to work, unless the Employer and Union agree to extend this time period. Such notice shall be deemed to sufficiently given if sent to the Employee by a reliable, documented, means to the last address given by the Employee to management, or
- e) Continuous layoff for a period beyond 180 days from the date of layoff, or for a period equal to the Employee's length of service, whichever is shorter.

### **Section 6, Recall:**

Any Employee who has been laid off shall be eligible for recall for a period of 180 days from the effective date of layoff. Employees on recall status shall retain their original date of hire for Airport Seniority. Recalled Employees must report to work within seven (7) calendar days after the postmark on the Employer's written notice to return to work, unless the Employer and the Union agree to extend this time period.

### **Section 7, Recall priority:**

If an opening occurs, the Employer shall offer the position to qualified laid off Employees on recall status in order of Airport Seniority prior to offering the position to any other Employee or new hire. The Employer must provide adequate training to any Employee recalled into a Classification new to that Employee. The Employee shall remain eligible for future recall if the position offered is a new Classification for the Employee and the Employer fails to provide adequate training. If the Employer fails to provide adequate training within seven (7) days of the Employee's reinstatement, the Employee shall have the right to return to layoff status and continue to retain their seniority and recall rights for a period of 180 days from the date Employee returns to recall status.

### **Section 8, Probationary period:**

The probationary period for new Employees shall be ninety (90) calendar days of continuous employment. Probationary Employees may be discharged without recourse to the grievance and arbitration procedures of Article 14. Discharged probationary Employees shall not be eligible for recall. Upon completion of such probationary period, an Employee shall accrue all seniority retroactively from the date of his or her hire.

### **Section 9, Part-time Employees:**

Regular part-time Employees shall be entitled to the same seniority rights as regular full-time Employees, except as may otherwise be provided in this Agreement. Part time Employees shall have first preference for additional hours, based on Classification Seniority.

### **Section 10, Overtime and Additional Hours:**

- (a) The Employer shall maintain a sign-up sheet containing names of interested employees who wish to work a full eight (8) hour shift of overtime hours. The Employer shall call from this sign-up sheet on a rotating basis by Classification Seniority to fill full eight (8) hour openings or when a client requests additional service.
- (b) The Employer agrees to assign any additional hours to Employees working less than forty (40) hours, even in other classifications, if and only if they are qualified to do the work, prior to hiring new employees or assigning overtime to Employees already working forty (40) or more hours, whenever feasible.

## **Section 11, Mandatory Hours Beyond Regularly Scheduled Shifts:**

In circumstance where the Employer must require employees to stay additional hours beyond their regularly scheduled shift, the Employer will whenever feasible:

- (a) Provide a minimum of three (3) hours advance notice, and
- (b) Offer such additional hours to workers in the classification that performs the required additional work, first to part-time employees by Classification Seniority, then to full-time employees by Classification Seniority on a rotating basis. If there are no volunteers, the Employer may require employees to perform the additional hours by reverse Classification Seniority.
- (c) Identify clearly the manager or supervisor with whom employees should address conflicts of schedule.
- (d) In all cases, it is the Employee's responsibility to make a good faith effort to address conflicts due to responsibilities to care for a child or sick family member in order to accommodate the Employer's request.
- (e) The Employer shall not unreasonably deny requests to be released from the requirement to work additional hours in cases where the Employee has been unable to resolve conflicts due to responsibilities to care for a child or sick family member.

## **ARTICLE 10. ASSIGNING WORK**

### **Section 1:**

The Employer shall have the right to assign any Employee, in reverse seniority order, in any job classification to any other job classification within the bargaining unit on a temporary or part-time basis, for a period of no longer than fifteen (15) days, provided that the Employee is paid at the rate set for that job classification and not less than Employees' regular scheduled pay rate, and provided that the Employee has been trained to perform the duties of the other job classification. The fifteen day limitation shall not apply in the case of a bona fide government, airport, or airline created emergency, and only for the duration of the emergency situation.

## **ARTICLE 11. HOLIDAYS AND LEAVE**

### **Section 1, Holidays:**

For employees hired before ratification of this agreement, work performed on recognized holidays shall be paid at one and a half (1.5) times the Employee's regular rate of pay. Recognized holidays shall include:

New Year's Day, Memorial Day, July 4<sup>th</sup>,  
Labor Day, Thanksgiving Day, Christmas Day

Any Employees who have historically received holiday benefits superior to those indicated above shall have those benefits defined in the specific Side Letter covering those Employees.

### **Section 2, Sick leave:**

Employees incurring an illness must utilize any compensable paid time off prior to using any unpaid time as per Article 13, Section 3. In all cases, paid or unpaid time off will be measured in hours according to the actual hours lost from work.

### **Section 3, Definition of Family:**

For the purposes of this Article, unless otherwise specified, the term “family” shall be defined as current husband, current wife, current domestic partner, children or step children, parents or legal guardian, brother or sister.

### **Section 4, Funeral leave:**

In the event of a death in the Employee’s family, it is recognized that the Employee may require time off to attend services. Employees requesting time off, must utilize any compensable paid time off prior to using any unpaid time as per Article 13, Section 3. In all cases, paid or unpaid time off will be measured in hours according to the actual hours lost from work. For the purposes of funeral leave, “family” shall also include grandparents, grandchildren, aunt, uncle or parent-in-law.

### **Section 5, Family and Medical Leave:**

The Employer shall administer all family and medical leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves. Whenever benefits pursuant to this Agreement are superior to benefits provided under the California and Federal Family and Medical Leave Acts, those superior benefits shall prevail.

### **Section 6, Jury duty leave:**

Any Employee who is required to report for jury service on the days and during the hours which the Employee is scheduled to work shall be unpaid. Where Employer policy has historically provided for payment for jury duty, those policies will continue.

### **Section 7, Subpoena:**

When an Employee is requested by either the Employer or subpoenaed by the Employer ~~or other~~ or other acting on behalf of the Employer to attend court or be a witness in court in any hearing as a result of his/her Employment, he/she shall be paid not less than a day’s wages for each day the worker shows up in court or is scheduled to show up in court. The worker need not work on such days.

### **Section 8, Union Leave:**

Employees designated by the Union in writing to the Employer’s HR Department, will be allowed to take a Union leave of absence without any loss of rights, including their current work assignment, not to exceed thirty (30) days. This leave will be limited, depending on the operational needs of the Employer, to no more than two (2) employees at a time unless the Employer agrees to release more employees. Such leave may be renewed for additional thirty (30) day periods upon approval of the Employer. Notice of such leave must be made at least five (5) working days in advance and approved by management. Such approval will be communicated in writing within forty-eight (48) hours and shall not be unreasonably denied. The Union will notify the Employer’s HR Department in writing at least seventy-two (72) hours prior to the Employee returning to his/her regular job.

### **Section 9, Unpaid Personal Leave:**

Upon written notice to the Employer, an employee with at least one year of service may apply for a personal leave of absence of up to 30 calendar days. An employee must submit a written request at least 30 calendar days in advance; however, the Employer may consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for 30 calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of 14 calendar days’ notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

### **Section 10, Military Leave:**

An employee who enters the Armed Forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws. The Employee will accumulate seniority during such period of service, provided s/he has not been dishonorably discharged, is physically and mentally able to do the work and reports for work within ninety (90) days of their date of discharge.

### **Section 11, Reinstatement:**

An employee returning from any contractually protected leave shall be entitled to reinstatement to his/her position, hours, and work unit unless the position or shift has been eliminated or modified as a result of layoffs, shift bids or other legitimate business needs. In such event, the employee shall be offered a position of like seniority, status and pay. Vacancies created by such leaves may be filled temporarily at the employer's discretion.

### **Section 12, Blackout Periods:**

If the Employer grants days off and/or vacations during the "blackout period" (high travel times during the year such as weeks of major holiday travel), such time off shall be granted on a rotating basis by seniority.

## **ARTICLE 12. VACATION, PAID DAYS OFF, UNPAID DAYS OFF**

### **Section 1, Paid and Unpaid Days Off:**

Numbers of paid and unpaid days off are addressed in individual signatory Employers' side letters to this Agreement. Any additions and/or modifications made to said side letters which may result from subsequent negotiations will be incorporated into this Agreement by reference in a Memorandum of Agreement.

### **Section 2, Accrued Time on Pay Stub:**

The Employer shall show on the Employee's pay stubs the amount of accumulated PDOs and UDOs available to the Employee, provided the Employer's payroll system has the capacity to do so. Upon Employee request, the Employer shall provide a written report of accumulated PDO's.

### **Section 3, Vacation Payment:**

- 1) The payment of vacation pay (accumulated PDOs) shall be made on the regularly scheduled payroll day preceding the Employee's vacation, provided the Employee has given two (2) weeks' prior written notice of his/her requested vacation start date. The actual taking of said vacation by Employees shall not be unreasonably denied. If approved by the Employer, the Employee shall have the option to work during their vacation.
- 2) PDOs for full time employees will be paid based on the Employee's regularly scheduled hours.

### **Section 4, Part Time Employee PDOs:**

Part-time Employees will receive PDOs on a pro-rated basis. Part time Employees' entitlements are based on a proportionate share of PDO entitlement due full time Employees. The proportionate share is computed based on the average number of hours paid in the previous calendar year. For example, a part time Employee may have paid 520 hours in the 12 months prior to their vacation request. Since the non-overtime hours in a year are 2080, and a full time Employee would be entitled to one week (40 hours) paid vacation, then the part time Employee would be entitled to  $520/2080 \times 40$ , or 10 hours of paid vacation.



## **Section 5, PDO Payout:**

Upon termination or resignation of employment with Employer, the Employee will receive payment for all accrued but unused PDOs.

## **Section 6, Scheduling of Time Off:**

- (a) Scheduling of time off requests will be handled on a first-come, first-served basis, when presented to the Employer's designee at the worksite. In cases where two or more employees are requesting the same day or days off and neither employee's request had been approved in writing before the others was submitted, preference for approval will be given in order of seniority. In cases where an employee has already had a time off request approved in writing, that employee's request will not be subject to 'bumping' by any more senior employee.
- (b) Employees requesting time off for three (3) consecutive days or more shall submit such request in writing to the Employer with no less than twenty-one (21) calendar days advance notice. The Employer shall provide a written approval or disapproval to the Employee in no more than seven (7) calendar days.
- (c) Employees requesting time off for less than three (3) consecutive days shall submit such request in writing to the Employer with no less than seven (7) calendar days advance notice. The Employer shall provide a written approval or disapproval to the Employee in no more than four (4) calendar days.
- (d) The Employer may waive advance notice requirements in cases of emergency.
- (e) If an Employee has not received written disapproval within the time limits indicated in 6(b) and 6(c) above of a written time off request that was timely submitted, the Employee's request shall be considered as approved.

# **ARTICLE 13. DISCIPLINE AND DISCHARGE**

## **Section 1, Discipline:**

- a. Employer shall conduct its own, independent investigation (not to exclude counsel) before disciplining any employee.
- b. No Employee shall be disciplined or discharged without just cause. Involuntary transfers shall not be used to replace a step in the discipline process without cause. The foregoing does not apply to Employees in their probationary period.

## **Section 2, Progressive Discipline:**

Discipline can consist of up to four (4) steps:

1. Documented verbal warning
2. Written warning
3. Suspension or Final written warning
4. Termination

The type of discipline imposed in any instance depends on the nature and seriousness of the offense involved.

## **Section 3, Attendance:**

When an employee misses work due to a bona fide personal or family illness or emergency, the employee must notify management at least four (4) hours before the start of the scheduled work shift by using the Employer's established call off procedures stating the reason for the absence. Absences due to bona fide emergencies or illnesses will not be subject to discipline as the triggering event, but may be considered while evaluating the employee's total attendance record. The Employer may require a physician's certificate of inability to work or

evidence of the emergency in the event of absences which may indicate a pattern of abuse. Employees incurring a bona fide personal or family emergency or illness must utilize any compensable paid time off prior to using any unpaid time. In all cases, paid or unpaid time off will be measured in hours according to the actual hours lost from work.

#### **Section 4, Copies of Discipline for the Union:**

The Employer will supply, via fax or email, copies of any disciplinary notices to the Union office within 48 hours of issuance.

#### **Section 5, Shop Steward:**

The shop steward may be present during a discipline or discharge meeting, or any investigatory meeting that may lead to discipline or discharge, if the Employee so requests. If the matter involves a potential discharge and a shop steward is not available, the affected employee will be sent home with no pay. The employee will be told to report for a meeting as soon as a shop steward can be present.

#### **Section 6, Expiration of Disciplinary Notices:**

Provided there have been no further occurrences of a similar nature, each disciplinary notice will expire after twelve (12) months.

#### **Section 7, Right to See Personnel Files:<sup>4</sup>**

Employees have the right to see their personnel files and the Employer shall make his/her records available for inspection within a reasonable period of time after the written request is made.

Personnel file is defined as: any files, papers, or computer records which are used (or have been used) to make an employment decision about the employee. This includes decisions to hire, promote, discipline, fire, transfer, or set or raise salary and benefits.

Upon request, Employee shall be given a copy of any document that he/she signs.

#### **Section 8, Transfer of Warning Notices:**

Warning notices shall not be transferred between Employers.

#### **Section 9, Reasonable Notice of Discipline:**

The Employer shall notify the Employee of discipline or of an investigation that may lead to discipline within seven (7) calendar days of the occurrence of the alleged incident.

### **ARTICLE 14. GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 1, Definition:**

Any dispute pertaining to the application or interpretation of this Agreement, including but not limited to any alleged violation of the Age Discrimination in Employment Act, Title VII, the California Fair Employment and Housing Act, the California Family Rights Act, the Family and Medical Leave Act and the Americans with Disabilities Act, must be handled in the following manner.

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<sup>4</sup> Bargaining note – intent is not to require employees to travel any further than the employer's local LA area office to view their personnel record.

## **Section 2, 1<sup>st</sup> Step Grievance:**

The Employee or the Union shall notify the Employer in writing of an alleged violation of this Agreement, within seven (7) calendar days after the occurrence of the alleged violation. The department head and the Union shall attempt to settle the dispute within seventy-two (72) hours.

## **Section 3, 2<sup>nd</sup> Step Grievance:**

If no settlement is reached within a seventy-two (72) hour period, then the dispute shall be submitted in writing within seven (7) calendar days to the Human Resources Director or Designee by the Union. The Human Resources Director or Designee and the Union shall attempt to settle the dispute within seven (7) days.

## **Section 4, 3<sup>rd</sup> Step Non-Binding Mediation:**

If the dispute cannot be resolved within seven (7) days from the date of such written notice to the Human Resources Director or Designee, then the dispute shall be submitted in writing to mediation within fourteen (14) calendar days by the Union or the Employer. The parties shall request that the Regional Director for the local office of the FMCS assign a mediator. The mediator's recommendations shall not be used in any manner by either party. Information shared only in mediation shall not be used as evidence should the dispute proceed to arbitration.

## **Section 5, 4<sup>th</sup> Step Arbitration:**

If the dispute cannot be resolved during a maximum of fourteen (14) days of the date of mediation, then the Union may submit the dispute in writing to arbitration within ten (10) calendar days. Within five (5) days of the date the Employer receives written notice of the desire to submit to arbitration, the Employer and the Union shall meet to select an arbitrator. If within five (5) days the parties cannot agree upon an arbitrator, the grieving party shall request a list of seven (7) arbitrators from the FMCS and the parties shall select an arbitrator from that list

Upon receipt of the list of 7 arbitrators, the Employer and the Union shall determine by a flip of the coin who shall strike the first name from the list. They shall then alternate striking names until one is left. That name shall be the one deemed to be chosen by the parties as the arbitrator. Both parties to the Agreement agree to expedite the grievance and arbitration procedure to the end that the dispute is settled quickly. The arbitrator shall render his or her award in writing and shall have no authority to modify, change, add to or take away any of the terms or provisions of this agreement. The arbitrator shall lack the authority to issue any remedy which is in excess of 100 working days for wages and or benefits. The arbitrator must deduct from any award any earned income or unemployment insurance. The arbitrator must consider any employee on workers comp or disability insurance as unable to have worked at his usual job because of such disability during the period time he/she was terminated or suspended without pay. The arbitrator's award shall be final and binding upon the parties. The expenses of the arbitrator shall be borne equally by the parties. Either party shall have the right to utilize a court reporter, at its own expense.

## **Section 6, Arbitration Hearing Limits:**

The arbitrator shall not have the right to hear more than one grievance at an arbitration hearing unless mutually agreed by both parties.

## **Section 7, Failure to respond within timelines:**

Grievances beyond the first step shall automatically be moved to the next level if either party fails to respond within the timelines described above. Timelines may be waived by mutual agreement.

## **ARTICLE 15. WORKING CONDITIONS**

### **Section 1, Uniforms:**

- 1) The Employer will furnish the Employees with a sufficient amount of wash and wear uniforms to be worn during work hours, in a sufficient quantity. The Employer will replace soiled and worn uniforms as needed. Furthermore, the Employer will furnish jackets, gloves and rain gear to all employees who are required to work outside during inclement weather. For employees whose assignments require their use, the Employer will furnish safety vests. When necessary, the Employer shall provide the employee with modified uniforms to provide reasonable accommodation for medical conditions. Employer will provide Skycaps with at least one (1) cap.
- 2) If the Employer charges a uniform deposit, they must do so in compliance with California Labor Code requirements. Employees will be responsible for replacement costs of uniform and equipment damaged, lost or stolen due to the Employee's intentional acts or negligence.
- 3) All employees will be required to wear said uniforms while on duty and present a neat appearance and a courteous attitude in public and to customers of the Employer or the Airport at all times.
- 4) Upon termination of employment with the Employer, Employees must return all uniforms in their possession.

### **Section 2, Materials and Equipment:**

- 1) General Requirements
  - a) The Employer agrees to provide and to maintain properly equipment and materials adequate to perform any and all work assignments. The Employer agrees that all chemicals provided to employees by the Employer will be properly labeled, including but not limited to health, safety and utilization instructions, and that employees will be instructed and trained in their use.
  - b) The Employer agrees to provide proper safety appliances and equipment to safeguard the health and safety of all employees, and to observe all federal and state laws regarding working conditions.
  - c) In the event an employee is required to wear safety gloves, earplugs, ergonomically correct back braces, the Employer shall furnish and maintain all such items and to replace such items as needed to keep up with regular wear and tear.
  - d) Employees whose duties require them to stand in one place for a period longer than one hour shall be furnished rubber mats.
  - e) Safety Shoes: If the Employer requires the use of safety shoes which are not appropriate for daily casual wear outside of work, the Employer shall either provide or reimburse the worker for the full cost of the shoes as needed.
- 2) Accidental Equipment Breakage: Employees shall not be liable for any accidental breakage.

### **Section 3, Break Rooms:**

- 1) The Employer shall provide an adequate break room in each terminal and/or area where Employees work if the Employer can acquire the space from the client or the airport. The break room shall contain appliances to heat food and keep it cold, as well as enough tables and chairs to accommodate Employees who will take their break at the same time.
- 2) If the Employer is not able to secure adequate space as above, 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, unless restricted by the Employer's client or Airport regulations.

- 3) The Employer and the Union will form a labor-management committee including all signatory Employers to identify those terminals and work areas where the Employer is not able to secure adequate space and airline or airport restrictions prevent Employees from taking breaks or eating in public or common areas, identify alternative areas where Employees may take breaks or eat, and determine appropriate travel time to allow Employees to use such alternative areas. This committee will convene within ninety (90) days of ratification of this Agreement.

#### **Section 4, Lockers:**

The Employer shall provide enough lockers in each terminal and/or working area to accommodate all employees, if the Employer can acquire the space from the client or the airport.

#### **Section 5, Bulletin Boards:**

The Employer agrees to furnish a dedicated Employee bulletin board in the areas where Employees sign in, for the purpose of sharing information about Union meetings, events, elections, etc. Union stewards and union representatives shall have sole authority to determine what material is posted on bulletin boards.

#### **Section 6, Steward Petitions:**

The Employer agrees to meet and confer in response to Employee petitions presented by the shop steward.

#### **Section 7, No Speed-Up:**

Except as otherwise provided in this Agreement, there shall be no speed-up or increase in the workload so as to impose an undue burden upon any Employee covered by the Agreement, or where the effect of such speed-up or increase in the workload will unreasonably: diminish the work force or lessen the total number of hours worked at any job location.

#### **Section 8, Lie Detector Tests:**

Nothing in this Agreement shall prohibit any Employee from volunteering to take a lie detector test, however, the Employer shall not require any Employee to take any lie detector test and shall not take any discriminatory or disciplinary action against an Employee who refuses to take a lie detector test, regardless of circumstances involved.

### **ARTICLE 16. LAYOFF AND PROTECTION OF WORK**

In the event the Employer desires to lay off any Employee or Employees for reasons such as the loss of a job or a portion of a job, the Union agrees to meet with the Employer and discuss the proposed layoff in good faith.

#### **Section 1, Notice of Layoff**

##### **a) Notice – Definition:**

Notices of layoff will be provided in writing. The Employer will provide notice by posting a copy of layoff notice where notices are regularly posted for Employees, sending a copy of the notice to the Union by fax or e-mail, and sending a copy of the notice by certified mail to the last known address of any Employee who may not be scheduled to work during the notice periods specified below. It is the sole responsibility of the Employee to provide the Employer with an accurate and current address.

##### **b) Notice of Layoff:**

In a case where a layoff is required due to any of the following: staff reduction, scope change, specification change, hourly reductions, frequency reduction, vacancies, seasonal change, airline closures, and the Employer has received at least five (5) days advance notice, the Employer shall give a minimum of five (5) days' notice to

the affected Employee or pay the Employee an amount equivalent to the Employee's normal wages for one (1) week in lieu of such notice. In cases where the Employer can demonstrate receipt of less than five (5) days advance notice, the Employer will notify the affected Employee within twenty-four (24) hours or pay the Employee an amount equivalent to the Employee's normal wages for the period of notice provided to the Employer, in lieu of such notice.

### **Section 2, Recall:**

Employees on layoff pursuant to Article 9 shall receive preference over all new hires in the event the Employer hires employees.

### **Section 3, Termination of Employer's Services:**

The Employer shall furnish to the Union, in writing, the name and address of any job location covered by this Agreement where the Employer's services are being terminated, together with the number of Employees, job classification, number of work hours per day and per week of each Employee at the job location.

The above information shall be submitted to the Union within five (5) business days of the Employer's receipt of notice of termination.

### **Section 4, Sub-contracting:**

- (a) The Employer shall have the right to sub-contract work covered by this agreement provided said work is contracted to any Employer who maintains in effect wages, hours, and working conditions no less than those contained in this agreement.
- (b) Except in cases of emergency, the Employer shall give the Union fifteen (15) days' notice of its intention to sub-contract. Said notice will include the name, address and phone number of the Employer/entity which was awarded the sub-contract.

## **ARTICLE 17. UNION RIGHTS**

### **Section 1, Check-Off for Dues, Fees, and Voluntary Political Action Fund:**

The Employer agrees to a check-off for the payment of Union dues and initiation fees and voluntary political action fund payments and to deduct such payments from the wages of all employees and remit same to Union, and according to the method set forth below. 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.

### **Section 2, Dues, First Paycheck:**

For newly hired Employees, half of the initiation fee and the first month's dues shall be deducted from the employee's paycheck for the first payroll period with an ending date on or after the thirty-first (31<sup>st</sup>) calendar day following the beginning of said Employee's employment. The balance of the initiation fee and the next month's dues shall be deducted from said Employee's first paycheck in the following calendar month. Regular monthly dues for such Employee shall thereafter be deducted in the normal manner described in Section 3. In the event that the employment of any Employee terminates on or after the 31<sup>st</sup> calendar day following the beginning of his/her employment, and any initiation fees and/or dues are unpaid, such initiation fees and/or dues shall be deducted from such Employee's final paycheck, including payment for any pro-rated vacation pay or any other compensation.

### **Section 3, Dues Deduction:**

The monthly dues for all other Employees shall be deducted half from the employee's first paycheck in each calendar month and half from the second check. In cases where Employees are paid four (4) times a month, dues would be spread throughout four (4) paychecks.

### **Section 4, Dues Remittance Deadline:**

All sums deducted for monthly dues and/or initiation fees shall be remitted to the Union not later than the twenty-first (21<sup>st</sup>) day of the following calendar month, together with an alphabetized electronic list of all Employees specifying the following:

- (a) The names of all Employees who have received pay during the calendar month for which remittance is made.
- (b) The amount of deduction for each Employee for whom a deduction was made.
- (c) The names, addresses, social security numbers, phone numbers, dates of hire and job locations of all Employees whose names are listed on the above list for the first time.
- (d) A notation of "No Authorization" beside the name of any Employee who has not signed a payroll deduction authorization.
- (e) The Union shall have the right to receive, within five days, upon request, the corrected address of any Employee covered by this Agreement.
- (f) The Employer agrees that the list set forth in this Article shall be submitted in a form that is mutually acceptable to both parties.

### **Section 5, Employer Indemnity:**

The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability of any kind which may arise out of or by reason of action taken or omitted by the Employer in reliance upon authorization cards for the deduction of Union dues and initiation fees or for the purpose of complying with any provision of this Article.

### **Section 6, Union Stewards:**

The Union will have the right to elect/select one shop steward and one alternate per terminal and shift. In terminals where the Employer has more than one hundred and seventy-five (175) employees, the Union may elect/select additional stewards, not to exceed one additional steward per every additional seventy-five (75) employees. The Union will inform management in writing upon election/selection. The Employer agrees to recognize such stewards upon written notice from the Union.

### **Section 7, Union Access:**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of enforcement of this Agreement at the herein listed sites, adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that the Union representative give reasonable notice to the Employer's representative in charge of the area and Human Resources. The Union agrees that this visitation right shall not interfere with conduct of the Employer's business or Employees working.

### **Section 8, Right to Investigation:**

When conducting an investigation related to allegations of a specific violation of this agreement, the Union shall have the right to inspect and audit Employee-related records, specifically related to the alleged violations, in order to determine whether the allegations have merit. The Union shall have the right to conduct such investigation at the office of the Employer where such records are customarily maintained.

## **Section 9, Union Orientation:**

The Employer will notify the Union of the first day of work for new hires and will allow the Union the opportunity to meet with the new hire Employees on unpaid time in order to provide orientation about the Union and this Agreement. The Employer will advise the Union of the names of new hired Employees on a monthly basis.

## **ARTICLE 18, BIDDING**

### **Section 1, Job Bidding Information:**

- a) The Employer shall provide in writing, on a standard form approved by the Union, the following information for any service contract which is out to bid and covered by this Agreement within three (3) business days (excluding weekends and holidays) of the employer's receipt of a written request from the union:
  - i. The number of employees and the name of each employee;
  - ii. List of the Job classifications for the service contract being bid;
  - iii. Wage rates for any employees who are above scale;
  - iv. The airport and site seniority dates of each employee;
  - v. The current insurance premium, if any, being paid for each employee.
- b) The Union agrees that it will designate an authorized person(s) to request the stated information. Upon receipt of such information, the Union will treat the information on a confidential basis and will release it to another Qualified Signatory Employer only in accordance with Section 1a of this Article only when the Employer requesting the information has provided clear documentation that a bona fide bid(s) are being requested ('Qualified Signatory' shall be defined as an Employer who is signatory to this collective bargaining agreement, or to an SEIU agreement which requires they become signatory to this collective bargaining agreement in the event they are awarded the service contract being bid, and is invited to participate in the bid process).
- c) It is the responsibility of the incumbent Employer to provide correct and timely information pursuant to this Section.
- d) The incumbent Employer agrees to indemnify upon verification the incoming Employer for all employee costs associated with the incumbent Employer's provision of inaccurate, incomplete or untimely information. By entering into this collective bargaining agreement with the Union, all signatory Employers expressly agree that they will handle any disputes over the application of this article through the Grievance and Arbitration procedures of this collective bargaining agreement. With respect to the Grievance and Arbitration procedures, the terms 'grievant' and 'Union' will be substituted with the terminology 'Grieving Employer' for 'Grievant/Union' and 'Responding Employer' for 'Employer' only in situations directly related to Grievances and Arbitrations under this Article 18, Section 1.

### **Section 2, Job Bidding Procedure:**

- a) Whenever the Employer bids or takes over the servicing of any service contract where the present employees work under the terms of a collective bargaining agreement to which a local of the Service Employees International Union ("SEIU") is signatory, the Employer agrees to do the following:
  - i. Contact the Union for the information referenced in Section 18.1.a above regarding the incumbent employees servicing the service contract that is out to bid.



- ii. Subject to changes in bid specifications made per the client's request for proposals, comply with the City of Los Angeles Service Worker Retention Ordinance and honor Employees' hours, seniority, wage rates and benefits.
  - iii. Should the Employer wish to implement efficiencies gained through advances in technology, equipment, leveraging of scale and/or operational methods which may impact the total number of hours worked per month, the Employer shall contact the Union prior to any actual reduction and discuss the effects of such reduction, in good faith.
  - iv. Notwithstanding other language which may be contained in this Agreement, the following provisions shall apply specifically to the process of bidding and Employers taking over the servicing of accounts from the previous employer. The employer shall not cut the work schedules of any employee which would reduce the number of working hours per week, or change the Employees' classifications. When it is verified that service specifications of a job are altered by the client, efficiencies gained through advances in technology, equipment, leveraging of scale and/or operational methods the Employer may increase or decrease the work force pursuant to the terms of this Agreement. The Union shall not withhold consent when it is verified that the service specifications of a job are altered by the client, efficiencies gained through advances in technology, equipment, leveraging of scale and/or operational methods.
- b) Whenever a Qualified Signatory makes a request for the information referenced in 18.1.a above, the Union agrees to provide the Qualified Signatory with a copy of the economic terms of the collective bargaining agreement covering the incumbent employees servicing the service contract that is out to bid. It is the responsibility of the Union to ensure that only the economic terms of the collective bargaining agreement covering the incumbent employees servicing the contract that is out to bid be provided. The Union must send a copy of said economic terms to the incumbent Employer for approval prior to releasing this information to the Qualified Signatory. The incumbent must notify the Union of any corrections to said economic terms within the time limits in Section 18.1.a.

## **ARTICLE 19. LABOR-MANAGEMENT COMMITTEE:**

Each Employer and the Union will establish an Employer-specific Labor-Management Committee composed of equal numbers of representatives from the specific Employer's bargaining unit and from management. The Committee shall, at minimum, meet for one hour every three months or as requested and agreed to by both. The Committee will meet for the purposes of discussing and resolving Employee issues and concerns.

## **ARTICLE 20. MOST FAVORED NATIONS**

### **Section 1:**

Subsequent to the implementation and/or execution of this agreement, no other agreement shall be made by the union with any other employers of employees in job classifications similar to those covered by this agreement within the Los Angeles International Airport, where such agreement contains any terms more favorable to any employer than the terms of this agreement.

### **Section 2:**

During the term of this agreement, the Union shall not enter into any collective bargaining agreement with any Employer which covers job sites and classifications currently covered by this Agreement and provides lower rates than currently in place for said job sites and classifications, including all wages, fringe benefits and any other existing cost items which directly compensate employees. The Union shall notify the signatory Employers to this Agreement and provide copies of such agreement to the signatory Employers upon executing any such

agreement. Should the Union enter into any such collective bargaining agreement, the incumbent, signatory Employer may implement said lower rates on the same effective dates as specified in said agreement in the same job sites and classifications covered by said agreement. Any failure on the part of the Union to comply with the requirements of this section may be subject to Expedited Arbitration.

This Section 2 shall not apply to phase-in agreements previously serviced by an employer not signatory to this Agreement with the Union or to phase-in work acquired by signatory Employers after the effective date of this Agreement.

### **Section 3:**

The Employer, when bidding against any employer signatory to any collective bargaining agreement with the Union covering job classifications outlined by this Agreement at Los Angeles International Airport, may observe the total package of terms and conditions of that employer's agreement that govern the particular bidding circumstances at hand, if that total package of terms and conditions is more favorable to the Employer. Bidding circumstances may include bidding to retain existing work, bidding to acquire another signatory's work or bidding for work not currently covered by any Union agreement (new, non-Union work). Bidding circumstances may include bidding to retain existing work or bidding to acquire another signatory's work.

### **Section 4:**

Notwithstanding anything to the contrary stated in this Agreement, the Employer may elect to recognize, observe and incorporate as part of its collective bargaining agreement any non-economic provisions of any collective bargaining agreement executed between SEIU-USWW and Aviation Safeguards or any other collective bargaining agreement with SEIU-USWW and any other Employer covering job classifications outlined by this Agreement at Los Angeles International Airport.

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

### **Section 1:**

- a) The union agrees that it will not collectively, concertedly or individually engage in or participate, directly or indirectly play a part in : any strike, sympathy strike, slowdown, work stoppage, refusal to handle merchandise, the distribution of pamphlets by either physical or electronic means that concerns matters covered by the grievance and arbitration provisions of this agreement, banner or any other interference with or interruption of the work or operations of the employer during the term of this agreement.
- b) In exchange the employer agrees that during the term of this agreement it will not lock out any of the employees in the bargaining unit covered by this agreement.
- c) It is specifically agreed and understood that proven violations of Section 1.a) above will subject Employees to termination or other disciplinary action at the sole discretion of the Employer.
- d) Personal communications by individual employees by electronic or other means regarding matters covered by the grievance and arbitration provisions of this agreement which do not interrupt work performance, operations or client relations will not be considered violations of Section 1.a) above.

## **ARTICLE 22. SAVING CLAUSE**

In the event the courts should decide that any clause or part of this Agreement is unconstitutional or illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other provisions of this Agreement.

## **ARTICLE 23. MANAGEMENT RIGHTS**

Except as provided in this Agreement, the management of the Employer's operation and the direction of the Employees, including all of the rights, powers, authority and prerogatives, which the Employer has traditionally exercised, are expressly reserved to the Employer. Management agrees to exercise these rights consistent with its obligations under applicable Federal, state, and local laws. The choice, control, and supervisory and management staff shall be vested solely and exclusively in the Employer.

All management functions, rights and responsibilities which the employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the employer. More specifically, without limiting the generality of the foregoing, the employer retains the exclusive right to direct and schedule the work force; to plan, direct and control operations; to establish, reorganize, combine or discontinue operations; to contract out work; to hire, promote, transfer, lay-off and recall employees to work; to determine the number of employees and the duties to be performed; to establish, add to, reduce, combine or discontinue job classifications; to reprimand, suspend, discharge or otherwise discipline employees for cause; to introduce new or improved methods, equipment and facilities; to make and change employer rules, regulations, policies and practices not inconsistent with the terms of this agreement; and otherwise generally to manage the facilities of the employer so as to attain and maintain full operating efficiency.

## **ARTICLE 24. DURATION AND TERM**

This agreement shall become effective July 1, 2013 and shall continue in effect until midnight 6/30/16 and shall thereafter automatically renew itself from year to year unless terminated by written notice by either party, no less than sixty (60) days prior to 6/30/16.

It is agreed between the parties that, on or after April 1st, 2014 either party may re-open negotiations on all economic terms contained in this agreement by providing at least sixty (60) days advance written notification of intent to negotiate such changes. During the period of any such ensuing negotiations and until a final agreement is reached, the terms of Articles 21 will be suspended. During the period of any such ensuing negotiations and until a final agreement is reached, the Employer may, with written notification to the Union, opt to suspend the terms of Article 14.5 (union security) and/or Articles 17.2, 17.3, 17.4 and 17.5 (arbitration).

## APPENDIX A: CURRENT EMPLOYEE WAGES

The following terms and conditions apply to employees hired on or before the date of ratification of this Agreement-

### Wage Increases

Employees at the top level of the progression/step of the current wage scales will receive a one-time wage increase of \$0.30 effective on July 1, 2013. Any other future increases during the life of this Agreement will be subject to negotiation in the April 2014 economic re-opener to this Agreement referenced in Article 24.

Date	7/1/13	4/1/14
Wage Increase	\$0.30	Economic Re-Opener

### Wage Progressions/Step Increases

Employees hired on or before the date of ratification who are not at the top level of progression/steps shall continue in their existing wage progression.

Step increases for Employees in the wage progressions will be effective on the Employee's anniversary date and appear in the Employee's paycheck in the first pay period following their anniversary date.

All existing wage differentials shall remain in effect.

Existing wage progressions for employees hired on or before the date of ratification and existing wage differentials are addressed in individual signatory Employers' side letters to this Agreement.

## **APPENDIX B: COVERED CLASSIFICATIONS**

For purposes of Union Recognition, hourly employees, excluding supervisory, clerical employees performing duties in the following areas of service are covered by this agreement.

<b>CARGO</b>	<b>BAGGAGE</b>	<b>CABIN</b>
<b>CATERING</b>	<b>PASSENGER SERVICE</b>	<b>SECURITY</b>
<b>JANITORIAL</b>		

## **APPENDIX C: NEW NON-UNION WORK**

The following terms and conditions apply to bidding work performed by a non-signatory employer at the time of the competitive bid process (New Non-Union Work):

- 1) The Employer will notify the Union in writing prior to submitting a bid proposal for work performed by a non-signatory employer.
- 2) The Employer shall not be required to bid above the total hourly rates as specified in the City of Los Angeles Living Wage Ordinance at the time of the bid.
- 3) If the Employer is awarded the bid, the Union and the Employer will meet within three (3) weeks of notice of award to negotiate economic terms for the Employees retained per the requirements of the Service Contract Worker Retention Ordinance, in keeping with the following parameters:
  - a) Any health & welfare benefits negotiated will be provided through the Trust Fund.
  - b) Terms of coverage, eligibility and contributions negotiated will be, at a minimum, compliant with ACA requirements.
  - c) Employees retained from the previous contractor will not be subject to any overall reductions in rates of pay other than those negotiated to cover the costs of health care.
  - d) All new hires in New Non-Union Work service contracts will be paid in compliance with Appendix D of this Agreement.

## APPENDIX D: NEW HIRES

The following terms and conditions apply to employees hired after the date of ratification of this agreement.

SENIORITY (years)	WAGE	PDO	HOLIDAY PREMIUM PAY (1.5 OT)	H&W - EE ONLY	H&W – DEPENDENT
0-1	\$9.40	0	0	0	0
1-2	\$9.90	5	3	KAISER C-9, Er 90.5%	0
RE-OPEN 4/1/14					

Starting rates under this Agreement shall not be less than fifteen (\$0.15) cents more than the minimum wage established by the State of California or the Federal government.



## **APPENDIX E: SUPERSESSION**

The Employer and the Union hereby agree the provisions of this Agreement supersede all of the requirements of the City of Los Angeles "Living Wage Ordinance". In addition, the Union agrees to cooperate in good faith and in a timely manner by providing the Employer at the Employer's request with a letter or other documentation acceptable to the Employer, which will substantiate the provisions of this Article.