

SFO GASS AGREEMENT
Between
SEIU USWW
and
Covenant Aviation Security LLC,
ABA Protection
[execution date] to December 31, 2026
(to replace previous GASS SFO agreement effective January 7,
2023 to December 31, 2026)

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ARTICLE 1 - GENERAL PROVISIONS

1.1 UNION REPRESENTATION

This Agreement is between SEIU United Service Workers West (SEIU-USWW or the Union) and Covenant Aviation Security, LLC (CAS) and ABA Protection (ABA). Hereinafter CAS and ABA shall be referred to as "Employer." The employer recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for its covered employees at the San Francisco International Airport (SFO).

The salaries for these classifications are outlined in Article 2.1.

The parties recognize the GASS Security Guards as the successor bargaining unit to the bargaining unit covered by the CBA between SEIU-USWW and HSS, Inc. with duration of December 31, 2015 through December 31, 2018; and Covenant Aviation Security, LLC (hereinafter "the Employer" or "CAS") agrees to recognize the seniority of all Security Guards retained from HSS for all purposes. Security Guard employees under this Agreement may also be referred to as Security Officers.

1.2 NON DISCRIMINATION

There shall be no discrimination by the employer, the Union or employees covered under this Agreement against an employee or applicant for employment because of race, creed, religion, color, national origin, age, sex, sexual orientation, marital status, parenthood, disability, veteran status, political affiliation or because of membership in the Union or activities on behalf of the union.

1.3 UNION MEMBERSHIP

- 1.3.1 All employees who are members of the Union on the effective date of this Agreement, or join thereafter, shall maintain their membership, or satisfy the financial obligations set by the Union during the term of this Agreement as a condition of continued employment. All employees covered by this Agreement who are not members of the Union and choose not to become members of the Union shall, as a condition of continued employment, pay to the Union and agency fee as established by the Union.

The Union shall provide, at the time of hire, a Union New Hire Packet to all new employees. The Union New Hire Packet may include, but shall not be limited to, a welcome letter, SEIU history and/or Local Union history, this Agreement and any memoranda of understanding, a membership application, a list of member-only benefits, contact information of Local Union Officers and Stewards, and new employee FAQs that explain this Agreement. The Union New Hire Packet will be furnished by the Union. Upon the employee's completion of a membership application during the new hire process, the Union shall collect the membership application.

- 1.3.2 All employees hired after the effective date of this Agreement shall, within thirty-one (31) days after employment, become members or agency fee payers as a condition of

continued employment for the duration of this Agreement, and pay the required dues or fees.

- 1.3.3 Employees meet the requirement of being members in good standing of the Union within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership In the Union, or, in the alternative, by tendering to the Union agency fees, as defined by Executive Order 13201.2

The parties acknowledge and agree that the term "individual authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE, subject to the requirements of state and federal law. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "individual authorization" for purposes of this Agreement.

The Employer shall honor an employee's authorization for paycheck deduction of union dues, fees, and/or contributions unless such authorization is revoked in accordance with the terms of the signed authorization agreement between the Union and the employee, regardless of whether the employee is a member of the Union.

- 1.3.4 Upon notice from the Union, employees who fail to pay such dues or agency fees and who fail to qualify for an approved religious exemption, shall be given 15 days' notice of separation by CAS, San Francisco International Airport.
- 1.3.6 The Union shall indemnify, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action take or not taken by the Employer for the purpose of complying with any of the provisions of this article or In reliance on any list, notice, or assignment furnished under any of these provisions.

1.4 NEW EMPLOYEE/TERMINATION NOTICE/ CHANGE OF STATUS

- 1.4.1 The Employer agrees to furnish the Union each month with the name of all newly hired employees covered by this Agreement, their address, telephone number, the last four digits of their social security number (or other identifying number), classification, date of hire and the name of the terminated employees and date of termination.
- 1.4.2 The Employer shall also provide on a monthly basis to the Union electronically the name, address, telephone number, and classification of employees who were previously ineligible to be a member of the Union, but who have become eligible for such representation due to a change in the employee's job status.

- 1.4.3 The Employer shall implement 1.4.1 and 1.4.2 to the fullest extent, unless prohibited by law.
- 1.4.4 In addition to the above, the Employer shall send to the Union a list of all current bargaining-unit employees once per calendar quarter, which shall include each employee's name, home address, primary telephone number, personal e-mail address (if known), work location, base hourly pay rate, weekly hours worked, and union dues deductions. The list will be provided in spreadsheet format, or an alternate agreed-upon format, and transmitted electronically.

1.5 DEDUCTION OF DUES AND FEES

- 1.5.1 Upon receipt of a check-off authorization from the Employee, the Employer will begin the process of dues/fees deduction. In the pay period immediately following receipt of the check-off authorization, the Employer will deduct a sum equal to the Union's initiation fee from members, in each subsequent pay period, the Employer will deduct a sum equal to that Employee's Union dues or fees which fell due during the immediately preceding pay period. The Employer agrees to promptly (i.e., within two weeks) remit the sums deducted under this paragraph to the Union.
- 1.5.2 The Employer will communicate with the Union regarding dues/fees deduction via an electronic data file to the fullest extent unless prohibited by law.
- 1.5.3 COPE check-off
Employer will deduct, during the period of this Agreement, contributions to the Unions' Committee on Political Education (COPE) for each employee who submits to the Employer, in writing, an appropriate payroll deduction authorization. Payment or non-payment of contributions to COPE shall not be a condition of employment. The Employer will communicate with the Union regarding COPE deduction via an electronic data file in conjunction with the Union dues deduction to the fullest extent not prohibited by law.

1.6 UNION ACCESS

- 1.6.1 Union stewards and Union staff shall have access to locations where Employees take breaks and lunch, for the facilitation of the CBA.
- 1.6.2 Union Orientation: As part of potential new employee orientation, the Union shall have a minimum of fifteen (15) minutes to explain the union contract and union procedures. The Employer shall notify the Union of date, time and location of any new employee orientation and allow the Union to speak with each employee for a minimum of fifteen (15) minutes. This should occur during the new hire training and associated on the job training that occurs at the beginning of employment.
- 1.6.3 Union Meeting: During any meetings called by the Employer with employees, Union representatives be allowed to hold a meeting with members at least fifteen (15) minutes after such meetings to give members updates. The Union shall be given notice a week before such meetings are to take place.
- 1.6.4 Quarterly Joint-Labor Management Meeting: The parties shall establish a joint labor-management committee which will meet on paid time no less than quarterly, or at the

request of either party. The committee shall discuss working conditions, training, promotional opportunities, improving labor management relations, personal appearance, and similar topics. Committee business will not be subject to the grievance and arbitration process.

1.7 UNION STEWARDS

- 1.7.1** The Union will have the right to designate shop stewards and alternatives and will inform management of their names, and management will inform the Union of their work location. The employer recognizes that stewards shall assist employees in resolving grievances at the lowest possible administrative level.

Stewards shall be afforded reasonable time for the investigation and processing of grievances, for talking to affected employees in grievances or investigating potential grievances, and for meetings with management, upon approval from their supervisor, assistant manager or manager, in accordance with section 1.7.2.

- 1.7.2** If requested by the Union, employees shall be released from work without pay to conduct Union business, provide such request can be reconciled with the employers scheduling needs.
- 1.7.3** Stewards' activities shall be scheduled by mutual agreement. Stewards will require supervisor authorization to leave the job for Union business.
- 1.7.4** The Union shall have a bank of 40 hours a year (paid time) out of which steward activities such as participation in labor management committees, steward training, collective bargaining and other Union meetings shall be deducted. The Union shall provide a minimum of seven (7) calendar days' notice and a maximum of two (2) Steward on Union hours at a time.

1.8 MANAGEMENT RIGHTS

The Employer retains the exclusive right to manage the site; to direct, control, and schedule its operations and the workforce and to make any and all decisions affecting the business, subject to any provisions of this Agreement. The Union recognizes and agrees that, except as specifically limited by the provisions of this Agreement, the Employer maintains sole and exclusive right to manage its business in such a manner as the Employer shall determine to be in its best interest. The Employer's right to manage its business includes, but is not limited to, the sole and exclusive right to hire, promote, demote, layoff, transfer, assign, reassign for cause, and direct employees, suspend, discharge or discipline employees for just cause; select and determine the number of employees, including the number assigned to any particular work; increase or decrease the work force; direct and schedule the work force; determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance by employees of the Employer; promulgate, post, and enforce reasonable rules and regulations, policies and procedures, governing the conduct and action of employees during the work hours; select and determine the need and number of supervisory employees; establish, determine content of, and implement training programs; establish work schedules and assignments; set standards of performance of the employees; determine the work to be

performed, qualifications, staffing, job content, the employee's performance and methods to be employed; administer drug and alcohol tests in accordance with CAS Drug and Alcohol policy; establish quality, production and work standards; determine and re-determine job content and any classifications that are required; and determine the qualifications of the employees and to maintain safety and efficiency and order. The choice, control and direction of all supervisory and management staff shall be vested solely and exclusively in the Employer.

In the event of any conflict between a provision of this Agreement and a written policy or procedure stated in the CAS Employee Handbook, the Provision of this Agreement shall prevail.

1.9 WORK RULES

The Employer shall notify the Union Stewards and the Union at least thirty (30) days prior to implementing any new written policies or procedures affecting employees covered under this Agreement, including changes in the Employee Handbook which are under the Employer's control. The employer will provide as much notice as possible.

1.10 DIGNITY AND RESPECT

1.10.1 The Union and the Employer agree that courtesy in day-to-day communications between employees and supervisors and managers of the Employer should always be present in Employer-Employee Relationships. The Union and the Employer agree that employees and supervisors and managers should treat each other with dignity and respect. The Employer or its representatives shall not retaliate against employees for asserting a violation of this provision.

1.10.2 The Union and the Employees agree that they are in a security business and that the traveling public, and airline employees and airport employees should always be treated with courtesy, dignity and respect. Likewise, the traveling public and airline employees and airport employees should always treat Employees with courtesy, dignity and respect. However, disrespect by the traveling public, airline employees and or airport employees will not justify a disrespectful response by the employee. No employee may be disciplined without just cause and a thorough investigation.

ARTICLE 2—DIRECT PAY FOR SERVICES

2.1 WAGES

For the duration of the Collective Bargaining Agreement ("CBA"), CAS agrees to pay the Quality Standards Program (QSP) wage established by San Francisco International Airport plus the existing CBA differential listed below.

Security Officer	January 7, 2023	Minimum Rate*
Hire	QSP+\$1.75	\$21.40

12 months	QSP+\$2.05	\$21.70
24 months	QSP+\$2.50	\$22.15
36 months	QSP+\$3.25	\$22.90
60+ months	QSP+\$3.75	\$23.40

**Minimum rates shown reflect QSP wage as of January 2023. Any future increases to QSP will apply to these rates on the same effective date as the QSP increase.*

Employees will be paid a shift differential of \$0.50 in addition to their regular hourly wage for all hours worked between Midnight and 8:30am.

2.2 OVERTIME

Any hours worked which exceed eight hours in a day or exceed forty hours in a week shall be considered overtime and paid at 1.5 times the hourly rate. Employees on an alternate work schedule which include extending the length of the work day beyond eight (8) hours (such as 4/10) shall not receive daily overtime in excess of working eight hours, but in excess of their scheduled work day.

2.3 ACTING PAY

Acting pay shall be offered on a fair and equal basis to unit members who meet the qualifications for the acting assignment. Acting assignments shall be voluntary. When acting, unit members shall receive the salary of the classification in which they are acting for two consecutive hours or more.

2.4 HOURS OF WORK

2.4.1 Rest and Meal Breaks

The Employer shall permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or fraction thereof. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Meal periods shall be a minimum of 30 minutes unpaid and shall normally be at the midpoint of the shift. No employee shall be required to work more than six (6) hours without a meal period.

2.5 REPORTING PAY

If an Employee reports to work for a scheduled shift or is traveling to work a scheduled shift, and the Employer notifies him/her within 30 minutes of the start of the shift that there is no work for that shift, the employee shall be paid for three (3) hours work. The same provision shall apply if an employee starts work and is released from work at the initiative of management prior to three (3) hours of time worked.

2.6 PAY WEEK

The pay week shall begin on Saturday at 12:01 AM. Employees agree that payment of wages will be either automatic deposit to bank or pay card. Employees will have immediate access to all information normally posted on their check stub (e.g. time off accruals, OT, benefits, etc.) electronically through the Covenant Employee Portal.

ARTICLE 3 - HEALTH AND WELFARE

3.1 HEALTH COVERAGE

The employer shall provide medical and dental coverage for employees, their spouses/domestic partners and their eligible dependents the first day of the month, following 30 days of employment. The medical plans offered shall be Kaiser under the current plan levels and design, in accordance with the Healthy Airport Ordinance under the Health Care Accountability Ordinance (HCAO).

3.2 MEDICAL

Full time employee coverage is as listed below. For the purpose of this Article, "Full time" employees shall include all employees who work twenty (20) hours or more per week.

Medical coverage of full time and part time employees will be in accordance with the Healthy Airport Ordinance under the Health Care Accountability Ordinance (HCAO).

Individual Coverage:

The Employer shall contribute 100% of the carrier premiums for self-only coverage on the Kaiser \$30 Copay HMO plan.

Dependent Coverage:

The Employer shall contribute 100% of the carrier premiums for covered dependents on the Kaiser \$30 Copay HMO plan.

3.3 DENTAL

The Employer shall contribute 100% of single coverage for employees enrolled in the Delta Dental plan. If the employee elects a more expensive plan (Employee + 1 or Family coverage), the excess premium cost shall be paid by the employee through payroll deduction.

3.4 401K

Employees can contribute from 1% to 85% of their gross pay through payroll deduction up to the annual maximum. The company will match 50% of the first 8% of the pay that an employee contributes to the plan. The deduction and annual maximum figures are based on federal regulations. The company's matching contributions will not exceed 4% of eligible pay and are subject to a schedule as follows:

Years of Vesting Service	Vested
1	20%
2	40%
3	60%
4	80%
5	100 ⁹⁶

All employees of CAS may elect to participate in the plan on the first of each calendar month.

3.5 LIFE INSURANCE

The employer shall continue to provide employees with \$25,000 Group Life Insurance and \$25,000 AD&D, at no cost to employees.

ARTICLE 4 — LEAVES

4.1 PAID TIME OFF ACCRUAL

Accruals are based upon regular (straight time) hours worked, excluding overtime. Length of service determines the rate at which the employee will accrue PTO. The accrual rates per length of service and annual amounts for employees working 40 hours per week are shown below (employees working less than 90 hours per week will earn PTO on a pro-rated basis).

Length of Service	PTO per year	Max Carry-over
0 - 24 months	68 hours	114 hours
25 - 59 months	80 hours	132 hours
60 + months	100 hours	162 hours

4.2 SICK DAYS

The Sick Leave benefit shall be four and one half (4-1/2) paid sick days or thirty-six (36) hours per year, awarded on the employee's anniversary date. Employees who have completed three (3) years of service or more shall have a sick leave benefit of five (5) paid sick days or forty (40) hours per year, awarded on the employee's anniversary date.

The Employer will abide by all provisions of the California Healthy Workplace Healthy Family Act of 2014 (HWHFA) to the extent that such provisions are more generous than the provisions of this Agreement. Employees need to call two (2) hours before the start of their shift to use paid sick days after the first three (3) sick days used each year. Upon each employee's anniversary date, he/she may elect to carry over or cash out any unused accrued sick leave.

4.3 UNPAID TIME OFF

All full-time employees are entitled to 10 days of leave without pay per year. For this section's purpose each year is started on the employees' anniversary month and day of their hiring. Unused unpaid leave does not roll over into a subsequent year. Unused Leave without pay does not roll-over into a subsequent year. Unpaid time off must be approved in advance with at least twenty-four (24) hours' notice and runs concurrent with any other unpaid time off taken.

4.4 CATASTROPHIC OR CHARITABLE CONTRIBUTIONS OF PTO

Employees may donate PTO to fellow workers suffering from catastrophic circumstances due to major illness, natural disasters or comparable events. PTO contributions may also be made to charitable organizations such as the Red Cross during times of natural disasters or comparable events.

4.5 MILITARY LEAVE

The Employer will abide by all the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994. (Text of Section 3.9 of Employee Handbook Revision 0.4, effective date November 01, 2006, to be incorporated into the contract.) Such Leave shall include at least one (1) full day prior to deployment and one (1) full day after return from deployment.

4.6 FAMILY MEDICAL LEAVE

Consistent with the requirements of the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1993, as amended, an eligible employee is entitled to take up to twelve (12) weeks of unpaid job-protected leave in a twelve (12) month period for specified family and medical reasons. For purposes of this section, "family" is defined to include domestic partners. During this period, the employer will continue providing health benefits.

Employees may be eligible for Paid Family Leave (PFL) Insurance administered by the Employment Development Department, for up to six (6) weeks leave in a 12-month period to care for a seriously ill parent, spouse, partner, or child, or to bond with a newborn, newly adopted child, or foster child placed with the employee. Paid Family Leave does not provide job protection or return rights unless you are eligible for FMLA and/or CFRA. In addition, employees are required to take leave under the federal FMLA and the CFRA at the same time they are receiving Paid Family Leave insurance benefits.

Under Paid Family Leave, the qualified employee receives income based on the State Disability schedule of payments. Such employees shall not be required to use vacation time before qualifying for benefits; but may elect to use accrued sick or vacation time during the seven day waiting period. Employees may also use their remaining accrued sick or vacation time to supplement the PFL payments up to, but not exceeding their normal pay.

Upon return from FMLA/CFRA leave, or from Paid Family Leave that is subject to FMLA/CFRA, an employee will be reinstated to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

4.7 HOLIDAYS

The following shall be recognized as paid holidays per year.

New Year	Labor Day
Martin Luther King Jr. Day	Veterans Day
Memorial Day	Thanksgiving Day

Independence Day
Juneteenth

Day after Thanksgiving
Christmas Day

Any Employee who is required to work on a holiday will receive pay at (time and one half) 1 ½ for all hours worked.

Full time employees receive eight (8) hours of pay at the regular rate for each holiday. Part time employee receives four (4) hours pay at the regular rate for each holiday. To be eligible for holiday pay, hourly employee must be on a current pay status, schedule to work during the holiday week and must work the entire scheduled shift the day before, the day of or the day after the scheduled holiday.

4.8 Bereavement Leave.

In the event of a death in the immediate family (spouse, domestic partner, child, father, mother, sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, step-child, step-sibling, grandparent, or grandchild) of an employee, up to three (3) working days may be granted as paid time off. Employees may also take PTO and/or Unpaid Leave if they need a longer time than three (3) working days. There is no requirement to take all bereavement days in a consecutive manner – bereavement days may be taken as needed. The employee must inform the Employer about the death in the family as soon as possible before requesting Bereavement Leave. The Employer reserves the right to request documentation to verify the death of the family member (for example, death certificate and/or obituary), and proof of relationship provided that such proof is easily obtainable. The Employer agrees that it will only require proof of relationship if it has a reasonable doubt regarding the relationship.

ARTICLE 5 - WORKING CONDITIONS

5.1 HEALTH AND SAFETY

No employee shall be required to work with unsafe equipment or under circumstances which would be injurious to his/her health or safety.

5.2 UNIFORMS

Employees shall be responsible for cleaning any uniform items which are wash-and wear. Any cleaning cost of wash and wear uniforms is included in the wages set forth in this agreement Employer will pay for any needed alteration of the uniform and or repair any uniform that is damaged. Employer will replace uniforms in need of replacement due to normal wear and tear. Employee requests for replacement uniforms will not be unreasonably denied. For any uniform items which require dry cleaning the employer shall provide a cleaning service, at no cost to employees, or shall provide reimbursement of all dry cleaning expenses by means of uniform maintenance allowance.

5.3 EMPLOYEE SEATING

The employer shall supply chairs to be used.

5.4 EQUIPMENT

It shall be the responsibility of management to report in a timely fashion to the appropriate official/vendor, any equipment that is not functioning properly.

5.5 WHISTLE BLOWER PROTECTION

Employees shall immediately point out such problems to management. Employees have the right, without fear of discipline to report problems of a violation of a law, rule, regulation and/or a direct threat to public interest, such as fraud, health/safety violations, and corruption to the Company, the Airport Commission or other government agencies. Disputes arising under the Article will be resolved using the Grievance and Arbitration process outlined in Article 7.

5.6 COMMUNICATIONS

It is the Employer's responsibility to ensure that any employee assigned to work in an area by himself or herself be issued a functioning two-way communication device. In addition, the Employer is responsible for providing security briefing information to employees prior to their shifts, and allowed time to read such material as it relates to security.

5.7 JOINT LABOR MANAGEMENT COMMITTEE

The parties shall establish a joint labor-management committee which will meet at the request of either party. The committee shall discuss working conditions, training, promotional opportunities, improving labor-management relations, personal appearance, and similar topics. There shall be 2 (two) Union member released for the meetings to be named by the Union. If the bargaining unit expands by 25 or more officers, the Union and the Employer shall agree to expand this number as staffing allows.

5.8 SENIORITY AND SHIFT BIDDING

5.8.1 The current seniority list shall be posted. There shall be no retroactive changes to the current list. In the case for employees having the same DOH, the last 4 digits of their social security number shall be used for the tie breaker.

"Variable shift bids" shall be conducted each time a shift becomes vacant with all vacant positions created by such Variable Shift Bid to be awarded by seniority.

Management will post the initial vacant line, including shift times and days off, for all to see for a minimum of ten (10) calendar days so all have a chance to submit interest. All subsequent vacant lines created during the Variable Shift Bid shall be posted for a minimum of five (5) calendar days until all employees have been given the opportunity to bid.

FLEX Officers shall be offered shifts based on availability, as disclosed on CAS availability forms, on Seniority basis. Once flex officers has been given their schedule, any sudden changes or hours that need to be covered, other flex officers should be given the opportunity to take the hours based on seniority.

Employees shall maintain their company date of hire seniority with regards to economic matters if they transfer into any other SEIU-USWW bargaining unit position.

- 5.8.2** Employees from outside the bargaining unit who, either voluntarily or involuntarily, become employed in the USWW bargaining unit, shall start accruing seniority in the bargaining unit classification from that point forward, regardless of the amount of time they may have accumulated in the non-bargaining unit position. However, employees who have previously been in the bargaining unit, then moved into a non-bargaining unit position, and then have returned to the bargaining unit shall be credited with the seniority they previously earned in their bargaining unit classification - in essence, their seniority picks up where it left off.

When employees promote to classifications within the bargaining unit, they shall begin accruing seniority in the higher class on the first day of their promotion. However, should they demote back to their former classification, seniority from both classes shall be combined and applied to the lower classification.

5.9 JOB POSTING AND BIDDING

When any vacant promotional opportunity occurs under this Agreement, the Employer shall post such vacant position in the same location(s) as other postings required by this Agreement. The Employer shall post such position in the CAS office at SFO for a minimum of five (5) working days prior to permanently filling the position, The Employer will notify the Union at least 7 days in advance of shift bidding for the unit.

5.10 LAYOFFS

Layoffs shall be based by on seniority. Laid off employees shall have three years recall rights, and must successfully complete all of the training and assessment requirements and demonstrate the ability to perform the essential functions of the job.

Qualified employees on a recall list shall be offered employment prior to their position being filled through promotion or hiring of new employees. Should there be a layoff, the union and the employees will be notified as soon as possible.

More senior employees may volunteer to be laid off to protect the jobs of junior employees. If after voluntary layoffs, further reductions in force are still required, layoffs shall be affected in inverse seniority order.

ARTICLE 6 - PERSONNEL PROVISIONS

6.1 PROBATIONARY PERIOD

Employees shall serve an initial probationary period of ninety (90) calendar days. During that time employees may be terminated without just cause and without application of a progressive discipline policy. However, as with regular employees probationary employees may not be terminated or otherwise disciplined in violation of Section 1.2, Non-Discrimination.

6.2 CORRECTIVE ACTION

When necessary, the company will apply corrective action to counsel and guide employees who fail to meet expected standards in performance or behavior the Company reserves the right to omit steps or terminate an employee immediately at its discretion based on the severity of the offense. Corrective action will be determined by the principles of Just Cause and progressive discipline.

Disciplinary notices must be presented in writing and must specify the rules and/or policies that are alleged to have been violated and must be presented within ten (10) calendar days of the alleged infraction, unless an investigation by a local, state or federal agency requires a longer delay in presentation of the disciplinary notice.

Step 1 - Warning 1

With warning 1, the Supervisor discusses the problem with the employee. The employee is advised what must be done to correct the problem and the potential consequences of failure to correct the problem. The warning is documented and filed in the employee's personnel record. Warning 1 shall be active for six (6) months from the time of the incident.

Step 2 - Warning 2

In the event of another violation, failure to correct the problem, and/or a recurrence of a previous violation, an employee may receive another written warning outlining the problem, the required corrective action, a timeline for improvement, and the consequences of failure to correct the problem up to and including termination. Warning 2 shall be active for nine (9) months from the time of the Incident.

Step 3 — Final Notice

In the event of another violation, failure to correct the problem, and/or a recurrence of a previous violation, an employee may receive a written Final Notice outlining the problem, the required corrective action, a timeline for improvement, and the consequences of failure to correct the problem up to and including termination. Final notice shall be active for twelve (12) months from the date of the incident.

Suspension

At the Company's discretion, an employee may be relieved from duty pending Investigation of a suspected violation. During this suspension, the incident receives administrative review, and a final disposition is made. Further discipline may be imposed by the company based on the facts of the Incident up to and including termination. If an investigation finds that the employee is not culpable, the employee will be returned to work and will receive the wages lost due to the suspension.

Suspension may be used as an additional step in the corrective action process at the company's discretion. Suspension for investigation and/or disciplinary purposes will not exceed a total of 5 days, but may be extended by mutual agreement, Disciplinary suspension will run concurrently with Investigatory suspension.

Step 4 - Termination

In the event of another violation, failure to correct the problem, and/or a recurrence of a

previous violation, the employee may be terminated.

6.3 PERSONNEL FILE

There shall be only one official personnel file. Employees shall have reasonable access to that file and upon request, be furnished a copy of the contents at no charge.

6.4 MEDICAL INFORMATION

Information such as medical restrictions or special conditions shall be kept on file, and employees shall not be required to carry them on their person in order for them to be valid.

6.5 ATTENDANCE

Employees are expected to adhere to the punctuality and attendance policy of the Company. Violations of attendance/punctuality guidelines are called occurrences. Employees who do not adhere to the policy may be subject to corrective action up to and including termination. Corrective action under this Article is subject to the grievance procedure outlined in this Agreement.

No employee shall be penalized for absence or tardiness caused by extraordinary or extenuating circumstances, including, but not limited to a) Hospitalization; b) Emergency Room, Critical Care or Urgent Care (as defined by Kaiser) visits, or any medical event requiring transportation by ambulance; c) Serious accidents, such as automobile accidents, house fires, and natural disasters, and unanticipated public transit breakdowns; d) Absences covered by all applicable laws such as Wage and Hours, Workers Compensation, California Family Rights Act, Family Medical Leave Act, or California Kin Care laws.

These categories shall apply to employees or immediate family members in the care of the employee where the extraordinary or extenuating circumstances involve the employee. The employer may require documentation from appropriate agencies (medical, judicial, law enforcement, etc.) to validate the circumstances mentioned above. Absences due to the circumstances listed above shall be known as "excused absences," and are not counted as "occurrences." In the case of medical emergency, employees shall not be required to violate medical privacy standards. Employees must submit required documentation within thirty (30) days of their return to work following the occurrence.

A pattern of absence, including absences caused by extraordinary or unusual circumstances may be addressed by the Corrective Action policy.

Definitions

The following definitions are provided for clarification:

Term	Definition
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LWOP	Leave Without Pay (LWOP) occurs whenever an employee has been granted pre-approved time off and has no accrued Paid Time Off (PTO) to cover the absence.
AWOL	Absence Without Official Leave (AWOL) occurs whenever: (1) an employee fails to give the supervisor at least four (4) hours advance notice prior leaving before the scheduled shift is complete except in cases of documented emergency or with approval by the Employer; or (2) an employee is absent after having a leave request denied.
Tardy	Tardiness is defined as (1) arriving more than five (5) minutes late to work, but working more than ½ of the scheduled shift; (2) Leaving work early, but working more than ½ of the scheduled shift unless approved by the Employer
Unscheduled Absence	Absence which has not been scheduled a minimum of 48 hours in advance via a submitted Time Off Request Form (TORF) and has not been approved by management.
Scheduled Absence	Absence which has been scheduled a minimum of 48 hours in advance via a submitted Time Off Request Form (TORF) and approved by management.
No Show	No Show is when an employee does not show for his/her scheduled shift and does not call the supervisor.

Attendance Discipline

Discipline for attendance will be administered based on the accumulation of points. Points are accumulated as follows:

Unscheduled Absence	= 1 Point
Tardy	= 0.5 Point
AWOL	= 3 Points
No Show	= 5 Points

Accumulation of Points within a 12-month period from the effective date of this policy will result in the following discipline:

POINT(S)	DISCIPLINE
3	Verbal Warning
4	Letter of Counseling
5	Letter of Reprimand
6	Letter of Final Notice
7	Termination

6.5.1 APPROVED TIME OFF

Approved Time Off may be unpaid or paid and must be approved in advance by the

Company. This Includes approved Paid Time off (PTO), Personal Leave, Medical Leave of Absence, Bereavement Leave, Military Leave, Jury Duty or mandatory court appearance, on the job injury (Workers Compensation), Family and Medical Leave, disability or medical leaves of absence for conditions defined by state and federal law, disciplinary suspension or extenuating circumstances as defined and approved by the Company.

The company recognizes that the employee may have extraordinary or extenuating circumstances requiring absence from work. The company may require documentation of the extraordinary absence and once approved such absences will be considered as approved time off. Approved time off will not incur an occurrence(s).

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1. APPLICABILITY

To promote better Employer-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the procedure to be utilized for resolving disputes of allegations by the Union or the employee of violations of this Agreement. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

7. 2. DIRECT DEALING

If there is a breach of any provision of this Agreement affecting employee or group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between Employer and employee without the approval of the Union, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.

7.3 GRIEVANCE PROCEDURE AND TIME LIMITS

Employees are encouraged to resolve disputes arising within the confines of this agreement directly with their supervisor. If the employee is unsatisfied with the response, he or she may appeal the decision through the grievance process. The Union and the Company agree to be bound by the timelines in the grievance process unless it is mutually agreed to extend them.

Step 1

The grievance must be filed with the employee's immediate supervisor or within ten (10) calendar days of the event giving rise to the grievance.

- The grievance must be in writing.
- The grievance author will make an earnest effort to include all points below
 - A detailed written explanation of the alleged violation
 - Efforts made to resolve the problem
 - Suggested workable solutions
 - Resolution being sought

The supervisor or manager will provide a written response to the Union and the employee within 7 calendar days following the receipt of the grievance.

If the response is not acceptable to the grievant, it may be appealed to Step 2.

Step 2

Appeals to Step 2 must be made within 7 business days of receiving the response at Step 1.

The appeal is made to the company Airport Director or designate and must include:

- The original grievance
- Any supporting documents
- Company Step 1 response
- Rationale for appeal
- Other information pertinent to the resolution of the issue at hand.

The Company will provide a written response to the Union and the employee within 10 calendar days of receipt of the grievance.

If the response is not acceptable to the grievant, it may be appealed to Step 3.

In lieu of the above, the Union may elect to file a grievance directly at Step 2; in this event the timeline and required information listed above for Step 1 shall apply.

Step 3

Appeals to Step 3 must be made within 7 business days of receiving the response at Step 2. The appeal is made to the Vice President of Human Resources and must include:

- The original grievance
- Any supporting documents
- Company Step 1 and 2 response Rationale for approval
- Other Information pertinent to the resolution of the issue at hand

The VPHR will provide a written response within 10 calendar days.

Mediation

By mutual consent, and in lieu of Step 3 above, the following procedure may be used if the grievance is not resolved at Level Two.

The parties shall agree upon a Mediator from the Federal Mediation and Conciliation Service or other mutually agreeable source. The Mediator shall attend the grievance meeting and assist the parties to attempt to resolve the case. If there is a cost associated with the mediation (other than costs incurred by either party in preparing or presenting its own case, such as attorneys' fees), the costs shall be borne equally by both parties.

If the parties cannot resolve the case, the Mediator shall, give the parties an advisory opinion regarding the merits of the case.

Arbitration

- (1) If the grievance remains unresolved because the Union chose to advance the grievance to Level Two (and optionally to Level Three) under the provision of this article, the Union shall have the right to refer the matter to arbitration. Excluding matters covered in Section 7.7(4) below, the following procedures shall be utilized. In the event the Union elects to refer the matter to arbitration, it must notify the General Manager or designated Employer representative of its decision in writing within fifteen (15) working days from the date the General Manager's answer at Level Two or the Level Three meeting, whichever occurred later.
- (2) After the grievance has been referred to arbitration, the parties shall select from a list of nine (9) arbitrators requested from the Federal Mediation and Conciliation Service by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator. The Employer and Union will make a good faith effort to conclude the arbitration process within 90 days from its start.
- (3) The arbitrator's decision shall be final and binding. The arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing.
- (4) The arbitrator's fee, the cost of any hearing room, and the cost of a shorthand reporter if requested by an arbitrator shall be borne by the losing party. All other expenses shall be paid by the party incurring them. If a transcript is taken at the arbitration hearing, it is understood that said transcript should constitute the official record of the hearing. The party or parties requesting the transcript shall incur the cost of the transcript. Neither party shall be required to purchase a copy of the transcript.
- (5) Excluding any grievable matters under the collective bargaining agreement as outlined above, all "Wage and Hour Claims" arising out of employment which may be asserted by any bargaining unit employee or against any bargaining unit member by the Employer shall be resolved pursuant to the arbitration procedures as follows:
 - i) The Employee and the Employer agree to utilize binding individual arbitration as the sole and exclusive means to resolve all Wage and Hour Claims arising out of or relating in any way to the Employee's employment. The Employee and the Employer each specifically waive and relinquish their respective rights to bring Wage and Hour Claims against the other in a court of law and to have a trial by jury. Both the Employee and the Employer agree that any Wage and Hour Claims, disputes, and/or controversies that the Employee may have against the Employer (or its owners, directors, officers, managers, employees, or agents), or the Employer may have against the Employee, shall be submitted to and determined exclusively by binding arbitration, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. Sec 1280 et

seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Accordingly, the arbitrator shall also have the same authority as a state or federal court would have to issue subpoenas to third parties for production of documents and for depositions, in addition to subpoenas to appear at any arbitration hearing. The term "Wage and Hour Claims" refers to includes, but is not limited to, claims for violations related to unpaid wages and/or compensation, unpaid overtime, unpaid minimum wages, meal periods, rest periods, rest and recovery periods, meal and rest period premium pay, wage statement violations, vacation pay, waiting time penalties, unreimbursed business expenses, paid sick leave and/or COVID-19 supplemental paid sick leave, liquidated damages, civil penalties, and/or any individual claims under the California Private Attorneys General Act ("PAGA") whether they be based on Fair Labor Standards Act, the California Labor Code, the California IWC Wage Orders, or any other state, local, federal law or regulation, equitable law, or otherwise.

- ii) The Employer and the Employee agree to file and/or bring any grievance on an individual basis only and not on a class, collective, or all affected basis on behalf of more than one (1) bargaining unit employee, and any arbitrator selected by to hear or resolve a grievance shall not have the power or authority or jurisdiction to permit a class, collective, or all affected basis arbitration proceeding or render a decision on behalf of more than one (1) bargaining unit employee, unless the concerned bargaining unit employees and the Employer otherwise consent in writing before the arbitration proceeding is commenced. Any dispute regarding the validity, enforceability, or scope of the Arbitration Provision under this Article 7(3)(B)(4), or concerning the substantive arbitrability of a particular claim brought under the Arbitration Provision under this Subsection, shall be resolved by a court, not by the arbitrator. Through this agreement, the Employee is agreeing to waive any substantive or procedural rights that the Employee may have to bring or participate in a class or collective, (unless such waiver is prohibited by controlling law) seeking any relief on behalf of others.
- iii) Employees and the Employer agree that any claims under PAGA must be pursued in their individual capacity in arbitration as the sole and exclusive remedy of such claims. This agreement shall not be construed to allow or permit the consolidation or joinder of PAGA claims of other claimants or on behalf of other employees. No arbitrator shall have the authority under this agreement to order any such collective action or joinder of claims. Any dispute regarding the validity, scope or enforceability of this provision, or concerning the arbitrability of a PAGA claim, shall be resolved by a court, not by the arbitrator. To the full extent permissible under the law, the Employees agree to waive any substantive or procedural rights that Employees may have to bring or participate in a PAGA action brought on a collective or non-individual basis. Employees The Union acknowledges that nothing herein precludes employees from pursuing individual PAGA claims in arbitration. Employees further acknowledge Employees lack standing to pursue, litigate, or act as a representative for any non-individual PAGA claims in a court of law. If any term, provision, or portion of this paragraph is deemed invalid or unenforceable, it shall be severed and the remainder shall remain enforceable in arbitration.
- iv) The arbitrator shall be selected by mutual consent between the parties. In addition to any other requirements imposed by law, the arbitrator selected to hear claims under

this section shall be an arbitrator experienced in employment matters and may be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed to the extent necessary to comply with the attributes of arbitration which includes lower costs, greater efficiency and speed, and the ability to choose expert adjudicators to resolve specialized disputes. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded. Final resolution of any dispute through arbitration may include any individual remedy or individual relief available under applicable state or federal law.

- v) If any term or provision or any portion of the Arbitration Provision under this Section 7.11 is deemed invalid or unenforceable, it shall be severed and the remainder of this Agreement shall be enforceable. Under no circumstances shall this Agreement be construed to allow arbitration on a class, representative, collective, or other similar basis.
- vi) The Employer will pay the arbitrator's fees and other costs relating to the arbitration forum in this Subsection. The Employee and the Employer will be responsible for their own costs and for their own attorneys' fees should they choose to be represented by counsel, unless the arbitrator shifts one party's costs and attorneys' fees to the other party in accordance with applicable law. It is agreed that the Employer shall not be responsible for paying the arbitrator's fees and costs for the arbitration hearing sooner than sixty (60) days before the commencement of the arbitration hearing.

ARTICLE 8 — NO STRIKE

During the term of this Agreement, neither the Union leadership nor members will engage in, instigate, cause, sponsor, encourage or take part in any strike, slowdown, sympathy strike, reduction of production and/or jurisdictional strike against this employer, nor engage in the action of a sympathy strike so as to cause a disruption in the work of this employer. In the event of a picket line by another labor group, the employees are expected to report to and perform their regular duties without disruption to the security operations of the employer. During the term of this Agreement, the employer will not engage in a lock out of any employees.

During the term of this Agreement, the union will not picket or boycott the Employer over disputes that are subject to the grievance and arbitration provisions of this Agreement.

In the event of any violation of this Section, the violating party, whether it be the Union or the Employer will, in good faith and without delay, publicly disavow the violation and attempt to bring about a quick termination of the violation.

ARTICLE 9 — MISCELLANEOUS

9.1 NEW CLASSIFICATIONS

If a new job classification is mandated by SFO, the parties agree to negotiate the terms and conditions for the new position(s). The same provision shall apply if the Employer creates any new non-management classification at San Francisco International Airport for other reasons. The Employer shall give at least thirty (30) calendar days' notice prior to the creation of such new classifications.

9.2 REQUEST FOR REMOVAL BY THE AIRPORT

As delineated in the contract between the Employer and the City and County of San Francisco, the Airport has the right to request that the Contractor reassign or remove any employee at any time for improper or unsatisfactory performance, Including but not limited to theft, poor customer service, or violating any section of the Airport's Rules and Regulations, or TSA security directives. The Employer will provide to the union written documentation that the Airport has requested the reassignment or removal of the employee. This action will not be subject to the grievance procedure provided that the Employer has provided written documentation from the Airport as referenced above.

9.3 TRANSPORTATION SUPPORT

The Employer will offer a monthly pre-tax deduction, up to the maximum amount allowed per month by the IRS to pay for transit or vanpool expenses.

ARTICLE 10 – RESOLUTION

10.1 SAVINGS 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 the Agreement.

10.2 BENEFICIAL PRACTICES

In order to afford the Union and the bargaining unit an opportunity to determine unapprised beneficial practices, it is agreed by the parties that beneficial practices that the Employer may have offered to employees covered by this Agreement, but were not addressed in bargaining for this Agreement will be continued. However, should CAS wish to change or stop an existing beneficial practice they will notify the union at 40 days in advance or as soon as operationally possible. The Union will have the right to request a labor management meeting to discuss the effects of the change.

10.3 SUCCESSOR CLAUSE

For the term of this agreement, this agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease assignment, such operation or use of such rights shall continue to be

subject to the terms and conditions of this Agreement, for the life thereof.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. as well as successor contractors providing the services covered under this Agreement. This article shall apply equally to any and all successors of the signatory to this Agreement.

10.4 SFO Airport Workers Retention & Quality Standards Program

The Employer agrees to fully comply with the San Francisco International Airport Workers Retention Policy and Quality Standards Program to the extent required by law.

10.5 TERM OF AGREEMENT

This Agreement shall replace the previous Agreement covering GASS employees at SFO titled SEIU USWW & Covenant Aviation LLC - GASS / SFO 2023-2026 which was effective January 7, 2023 with an expiration of December 31, 2026. The purpose of this revised Agreement is to clarify that the provisions of the Agreement covering GASS employees at SFO extend to ABA protection employees working in GASS at SFO. The term of this Agreement shall be effective upon execution and shall continue through and including December 31, 2026, and shall extend year to year unless notice to amend or modify is served by either party upon the other at least sixty (60) calendar days prior to expiration date of this agreement.

FOR THE UNION:

**SERVICE EMPLOYEES
INTERNATIONAL UNION, UNITED
SERVICE WORKERS WEST**

By: 

Name: Sanjay Garla

Date: 10/11/24

By: _____

Name: _____

Date: _____

FOR THE EMPLOYERS:


COVENANT AVIATION SECURITY, LLC

By: 

Name: Jim Brown

Date: 11/7/24

ABA Protection

By: 

Name: Anton Belov

Date: 11/1/2024