AGREEMENT

PREAMBLE

This Agreement is entered into effective April 1, 2021, between Service Employees International Union, United Service Workers West (SEIU-USWW) (hereinafter referred to as the "Union") and the following Employers individually (hereinafter referred to collectively as "Employers"):

ABM | Aviation, Inc. (hereinafter "ABM")
G2 Secure Staff, LLC (hereinafter "G2")
PrimeFlight Aviation Services, Inc. (hereinafter "PrimeFlight")
Prospect International Airport Services Corporation (hereinafter "Prospect")

Other Employers may be added to this Preamble if such Employers sign on to identical terms as set forth in this Agreement, and the above-named five Employers consent to the inclusion of their names in this Preamble. Under no circumstances shall any Employer or group of Employers be considered a multi-Employer bargaining unit.

ARTICLE 1. RECOGNITION

1.1 The Employers recognize 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, in the following service areas:

Cargo	Cabin
Janitorial	Security
Baggage	Bus Connection
Passenger Service	Private / Post- TSA Screening

1.2 This Collective Bargaining Agreement shall not cover a) any other employees at San Francisco International Airport including but not limited to employees whose primary responsibilities include: Parking, TSA-supervised Security Screening, General Airport Security (GASS), Garage Janitorial, Fueling / Ground Services and Food Services, b) interns employed during the summer, and c) employees employed in Temporary Accounts, i.e., accounts that exist for thirty (30) continuous work days or less and are not regularly occurring,

1.3 The Employer shall notify the Union, in writing, of the name, and address, and total number of employees, of any new job location covered by this Agreement that the Employer obtains within ten (10) days of notification of award of the work by the awarding authority.

ARTICLE 2. UNION SECURITY

2.1 It shall be a condition of employment that after sixty (60) days following the beginning of employment with the Employer, or the effective date of this Agreement, whichever is the later, all employees shall become members of the Union, provided, that nothing herein requires such condition of employment with respect to employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

2.2 The Employer shall provide, at the time of hire, a Union New Hire Packet to all new employees provided nothing therein shall be derogatory toward the Employer or political. The Union New Hire Packet will be furnished by the Union.

ARTICLE 3. DUES CHECK OFF

3.1 The Employer agrees to a check-off for the payment of Union dues, initiation fees, and voluntary COPE deductions and to deduct such payments from the wages of all employees in accordance with the terms of signed authorizations of such employees, and according to the method set forth below.

3.2 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 and signed written dues deduction authorization card by any means of indicating agreement allowable under federal law. The Employer is entitled to and shall rely on the Union's representations on which employees have executed an individual authorization and 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 law and terms of the signed authorization agreement between the Union and the employee, regardless of whether the employee is a member of the Union.

3.3 For newly hired employees, one-quarter of the initiation fee shall be deducted from the employee's paycheck beginning after the sixtieth (60^{th}) calendar day following the beginning of said employee's employment. The balance of the initiation fee, as well as dues, shall be equally deducted from the next three paychecks. Regular

dues for such employee shall thereafter be deducted in equal installments per pay period from the employee's paycheck. 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.

In the event the employment of any employee terminates after the sixtieth (60^{th}) calendar day following the beginning of his/her employment, and any dues are unpaid, such dues shall be deducted from such employee's final paycheck, including payment for any pro-rated vacation pay or any other compensation.

In the event that the Employer fails to deduct initiation fee and/or union dues as specified above for an employee who has authorized such deduction(s), the Employer and the Union shall agree upon a mutually agreeable schedule for such retroactive initiation fee and/or union dues to be deducted and paid to the Union.

3.4 The Employer shall remit such fees, dues and voluntary contributions to the Union by no later than the 20^{TH} day of the calendar month following the calendar month in which such deductions were made, together with a monthly list of the employees for whom it has deducted dues and on whose behalf it is remitting dues. The list shall include the first and last name of each employee, the total amount of dues which were deducted, and the Social Security number or other unique digit employee identifier number associated with the individual employee. Any employee who has not signed a payroll authorization form shall be listed with no amount shown as deducted from his or her paycheck.

If requested by the Union in writing, the Employer shall provide an updated list to the Union not more than once every six (6) months, listing the name, date of hire, current wage rate, classification, home address, primary telephone number (if the Employer had previously provided such to the Union in Employer's template), the last four (4) numbers of Social Security number or employee number, and personal e-mail address (if the Employer had previously provided such to the Union in the Employer's template) of all bargaining-unit employees. This list shall be emailed in spreadsheet or similar electronic format.

3.5 The Union will furnish the forms to be used for authorization and shall provide the Employer with a list of new members who have executed individual authorization forms upon which the Employer may rely for purposes of meeting its obligation under this Article. The Union may provide these documents to the Employer via email. The Employer shall present union membership materials including a membership application and voluntary payroll deduction authorization to new hires, and upon receipt of the completed paperwork from a new hire, the Employer will email such to the Union. The Union shall provide to the Employer with any executed individual authorization forms in its possession, upon which the Employer may rely for purposes of meeting its obligation under Section 3.2 above. The Union

may provide these documents to the Employer via mutually agreeable electronic transmission (e.g., email, etc.).

3.6 The Union will defend and indemnify and hold the Employer free and harmless against any and all claims, damages, suits and other forms of liability whatsoever that arise out of or by reason of action taken by the Employer at the Union's request for the purpose of complying with any of the provisions of this Article, including the Employer's termination of any employee for the failure to pay dues or an agency fee, court costs and reasonable attorney fees. The Union shall have the right to select counsel to represent the Employer to contest, litigate, administer and/or settle any legal action, with the Employer's consent, which shall not be unreasonably withheld.

ARTICLE 4. DISCIPLINE AND DISCHARGE

4.1 Just Cause. The Employer may only discharge or discipline an employee with just cause.

An employee who has not completed his or her probationary period may be disciplined or discharged without just cause and without recourse to the Grievance and Arbitration procedure in this Agreement.

4.2 Discipline. The Employer may discipline any employee who commits an infraction, which while not sufficient to constitute just cause for discharge, is sufficient to warrant some lesser disciplinary action. Disciplinary notices shall be issued within fourteen (14) days after the Employer knew or should have known of the offense and shall contain a place for the employee to sign to acknowledge receipt without admitting guilt, and upon the employee's request, the Employer shall provide a copy to the employee. Upon written request of the Union, a copy of suspensions and discharges shall be provided to the Union, provided that the Employer shall maintain its existing practices regarding notification to the Union of discipline issued to employees.

4.3 Just Cause Circumstances For Discharge. In addition to those circumstances mentioned elsewhere in this Agreement, just cause circumstances for discharge shall include, but not be limited to: unlawful use or unlawful possession of controlled substances or alcohol, intoxication, insubordination, theft, excessive absenteeism, falsification of records, violence, threats of violence, failure to comply with the reasonable rules, policies or directives promulgated by the Employer or the Airport (provided that the Union has been notified in advance of the rule, policy or directive and with the understanding that violation of certain lesser rules, policies or directives warrants the application of progressive discipline), unwillingness to perform the job duties of the position, recklessly damaging any baggage, luggage, or equipment furnished by the Employer, the Employer's client, and/or the Airport to the employees to perform their jobs, including but not limited

to, radios, tablets and wheelchairs, solicitation of gratuities, and any other conduct that harms or injures the Employer, its client or the Airport. At all times while on Airport property, employees shall conduct themselves in a manner that does not reflect badly on the Employer. The Grievance and Arbitration procedure set forth in Article 27 shall apply to an alleged violation of this Section by the Employer.

The Union understands and agrees that the Employer provides an important service to its customers, as those needs are perceived by the Employer, the airlines and/or the Airport. Accordingly, the provisions of this Section shall be implemented and interpreted by the parties and by an arbitrator in arbitration proceedings so as to give significant consideration to such needs.

4.4 Employer Investigations. The employee and the Union recognize that the customer is the ultimate consumer and if an incident occurs on a job site that is construed as injurious to that customer, the Union and the employee will cooperate in every way in the Employer's investigation of the incident until the Employer is satisfied that all reasonable avenues have been pursued to their completion. The Union will not impede any steps which may assist the Employer in convincing the customer of the thoroughness and/or reliability of its investigation consistent with the Union's duty to provide fair and effective representation to its membership.

The Employer shall not discharge or permanently suspend any employee because of any third party complaint or policy, unless the Employer has investigated the matter to its satisfaction. "Third party" for the purpose of this provision shall include but not be limited to airline customers, airline agents, passengers, or the Airport administration. Upon request by the Union, the Employer shall provide a copy of the original complaint or policy which resulted in the discipline, from which the Employer may redact any personal or confidential information.

4.5 Expiration of Disciplinary Actions. Disciplinary actions may be relied upon for purposes of progressive discipline for a period of twelve (12) consecutive months from the date of issuance (excluding acts of unlawful harassment, violence or threats of violence, or other acts which may cause legal liability for the Employer, any of which shall have no limitations). Notwithstanding the foregoing, suspensions or final warnings may be relied upon for eighteen (18) consecutive months from the date of the suspension or final warning. Nothing shall prevent the Employer from relying on prior disciplinary actions for purposes other than progressive discipline, such as the Employee's knowledge of procedures or policies.

4.6 Request to Remove Employee. The Employer may remove an Employee from further employment from an account upon the specific request to remove the employee made by a customer, the Airport and/or a governing authority. The Employer shall provide to the Union either a copy of the written removal request or a copy of the Employer's written confirmation of a removal request, from which the Employer may redact all information identifying individual persons.

Unless the Employer has just cause to discharge the Employee (including based upon the misconduct that gave rise to the removal request), the Employer will make a reasonable effort to place the Employee in a similar open job at another account covered by this Agreement. Should no such job be available, or if such job does not have comparable pay and/or benefits, the Employee may choose to place his/her name on the recall list for a period of up to one hundred eighty (180) days for a vacant job at another account with comparable pay and benefits, provided it is understood that after thirty (30) days of not working, the employee must be rebadged in accordance with Airport rules and regulations before resuming work. The employee who has been removed shall be paid any accrued but unused PTO or vacation time as required by law.

If the Employer suspends an employee pending investigation due to a request to remove the employee, and the investigation determines that there was no just cause for the removal as stated above, the Employer shall pay the employee at his or her regular rate of pay for his or her regularly scheduled hours for the time spent on suspension and make a reasonable effort to place the employee in another account as stated in the paragraph above.

4.7 Attendance. An employee must be ready, willing and able to work as scheduled unless his or her lateness or absence is excused by law or by a specific provision of this Agreement.

4.8 Request for Payroll and/or Personnel Records. An employee covered by this Agreement, or the employee's designated representative on his or her behalf, who desires to inspect and/or receive copies of payroll records related to the employee, and/or personnel records relating to the employee's performance or to any grievance concerning the employee (as those phrases are defined by state law), shall submit a written request to the Employer's Human Resources Department specifying the personnel and/or payroll information for the time periods desired, and stating in the written request one of the following:

i) the employee desires to inspect such during his/her unpaid non-working time,
ii) the employee desires to have electronic copies e-mailed to him or her at the email address given,
iii) the employee's designated representative will inspect such records at a mutually convenient time, or pick up copies at the Employer's premises,
iv) the employee or his/her representative elects to pick up paper copies of the documents at the Employer's premises, in which case he/she must remit payment to the Employer for the cost of actual reproduction of the records (at a rate not to exceed $0.10 per page).

A former employee and/or his or her representative may inspect personnel records relating to his or her performance or to any grievance concerning him or her if and as permitted by state law, or he or she may receive an electronic copy of payroll records related to him/her, and/or said personnel records by email, or a paper copy by mail if he/she first reimburses the Employer for actual postal expenses.

All requests and responses for payroll and personnel documentation shall be done in accordance with applicable state law and nothing herein shall require the Employer to produce any document that is exempt or excluded from disclosure or production by any law. Nothing herein shall require the Employer to maintain any payroll or personnel records in excess of that time proscribed by applicable law. If a grievance has been filed by the Union under this Agreement, or if any formal legal proceeding is commenced that relates to a personnel matter against the Employer involving the employee or a former employee, the right to inspect or copy personnel records which relate to such grievance or legal proceeding ceases during the pendency of the grievance and/or legal proceeding in accordance with applicable law.

4.9 The Shop Steward (or Union Official) may be present during an investigatory interview that may lead to discipline or discharge, if the employee so requests.

4.10 The Employer shall not issue a formal disciplinary notice to an employee in any public area.

ARTICLE 5. HOURS AND OVERTIME

5.1 Workweek. The Employer shall be free to fix the hours of employment. The Employer is not obligated to create any specific number of full-time positions and there is no guarantee of hours. The Employer will endeavor to schedule a normal workweek for full-time employees that consists of forty (40) hours divided into five (5) consecutive days of eight (8) hours each. The Employer shall schedule two (2) consecutive days off in each workweek, provided such scheduling satisfies the contractual requirements for performing all responsibilities of the work. The Employer shall define the workweek and post a notice informing the employees of such. The Employer shall give at least one (1) week notice to employees, with a copy to the Union, of any change in the definition of the workweek.

5.2 Exchanging Shifts. With the Employer's approval, the Employer will allow an employee to exchange a shift with another qualified employee within the bargaining unit provided the employee requesting the exchange gives at least seventy-two (72) hours written notice and the shift exchange does not result in overtime or premium pay, or negatively impact operations, safety, or client services.

5.3 Overtime. Employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless he or she receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

There shall be no pyramiding of overtime. Any pay for time not worked, including for holidays, vacation days, absences, sick time, paid time off, jury duty, bereavement time, etc., is not considered time worked for purposes of computing overtime pay. Hours worked on a holiday shall be considered time worked for purposes of computing overtime pay, and this provision shall not eliminate any premium pay for working on a holiday.

5.4 Equal Access to Overtime. The Employer will endeavor to allocate overtime equally on a daily basis among the employees in the classification to employees working less than forty (40) hours, or it may assign available overtime to employees working less than forty (40) hours in other classifications if and only if it believes those employees are qualified to do the work prior to hiring new employees or assigning overtime to employees already working forty (40) or more hours.

5.5 Employer Discretion to Pay Higher Wage. Nothing in this Agreement shall be interpreted to prohibit the Employer in its sole discretion from paying an employee higher wages or additional benefits beyond those set forth in this Agreement.

5.6 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.

5.7 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 significant change in job classifications, which shall include the rate of pay assigned to any new classification prior to offering such job classification for posting. Nothing contained herein shall

prevent the Employer from implementing such new or significantly changed job(s). The Union has the right to initiate bargaining over the effects of such implementation not later than one (1) business day of such implementation.

5.8 Mandatory Hours Beyond Regularly Scheduled Shifts. In circumstance where the Employer requires an employee to stay beyond his or her scheduled shift, the Employer will, whenever feasible:

(a) Provide a minimum of two (2) hours' notice, or the amount of notice that the Employer had if less than two (2) hours, and

(b) Identify the manager or supervisor with whom an employee should address conflicts of schedule.

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, transportation being unavailable, school schedules, or other employment, to accommodate the Employer's request. Where the employee has been unable to resolve such conflicts, the Employer may require the least senior qualified employee who is working to remain on duty and work beyond his or her scheduled shift.

5.9 No worker shall be disciplined for issues related to verifiable malfunctions of time-clock systems.

ARTICLE 6. NO STRIKES/NO LOCKOUTS

6.1 There shall be no strikes, slowdowns, sick-outs, walkouts, sit-downs, picketing, stoppages of work, concerted refusal to work overtime, boycotts, cessation of work, refusal to handle merchandise, distribution of pamphlets by either physical or electronic means, bannering, or any other activity that interferes with or interrupts the work or operations of the Employer, by the employees and/or by the Union. In the event of a strike or any other concerted activity by another labor group affecting the Airport or the customer's property or operations, employees shall remain on the job. There shall be no lockouts by the Employer.

An employee will not be subject to discipline if he or she engages in concerted activities at the Airport during his or her non-working time and does not specifically name or identify the Employer, including but not limited to wearing the Employer's uniform, displaying the Employer's logo, using the Employer's name in any way, etc.

6.2 The Union may not engage in a complete or partial sympathy strike, and the Employees may not refuse to work by honoring picket lines, in either case which may in any manner affect, the Airport and/or the Employer at the Airport or the

Accounts. The foregoing notwithstanding, in the event the Union is directing picketing against another Employer at the Airport at a Site where Employees work, the Employer shall designate entry and egress for Employees at such picketed sites to provide at least one non-picketed entrance for Employees.

6.3 It is specifically agreed and understood that proven violations of Sections 6.1 or 6.2 above will subject employees to termination or other disciplinary action at the sole discretion of the Employer, subject to the grievance and arbitration procedure.

6.4 Any dispute arising from this Article, including allegations that an employee has violated a provision of this Article, shall be resolved through the grievance and arbitration procedures in Article 25 provided, however, that at its election an Employer may resort to a court or agency of appropriate jurisdiction for an immediate restraining order or injunction pending arbitration of the dispute. The Union agrees that the arbitrator, court or agency, as the case may be, is empowered to grant injunctive or other appropriate provisional relief, with or without showing of irreparable harm by the Employer. The Union further agrees that it will immediately comply with any such restraining order or injunction issued. An arbitrator shall be selected in accordance with Section 25.7 of Article 25 of this Agreement.

ARTICLE 7- ASSIGNING WORK

7.1 The Employer shall have the absolute right to assign any employee in any job classification to any other job classification within the bargaining unit for which they are qualified on a temporary or part-time basis provided that the employee is paid at the rate set forth for that job classification not less than employees regular scheduled pay rate.

7.2 Employees of the Employer not covered by this Agreement may perform bargaining unit work to assist the traveling public and ensure the security and safety of the traveling public or law enforcement as needed, provided such is not done regularly and continuously by an employee not covered by this Agreement. Employees not covered by this Agreement may perform bargaining unit work as necessary for purposes of training, emergencies of one shift duration or less and unforeseen staffing shortages beyond the control of the Employer, or as otherwise authorized by this Agreement. No bargaining unit employee shall be laid off as a result of this Section.

7.3 Temporary Reassignment. A Temporary Reassignment of job duties shall be conducted based upon the seniority of those bargaining unit members who are working. If a more senior member does not volunteer for the Temporary Reassignment, the least senior member shall suffer the temporary transfer. For purposes of this Section 7.3, "Temporary Reassignment" is defined as a reassignment of job duties for more than one (1) continuous working day. For any

work reassignment lasting one consecutive workday or less, the Employer shall have sole discretion to decide which employee shall be assigned to perform the work; however, when making this decision, the Employer shall consider the economic impact an employee may suffer as a result of the reassignment. Employees shall not be temporarily assigned to perform work for which they are not qualified and/or have not received training (if such training is required).

Such Temporary Reassignment shall be for a period of no longer than ten (10) working days per thirty (30) day period, provided that the Employee is paid at the rate set for that job classification and not less than Employees' regular scheduled pay rate. This ten (10) 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.

7.4 Cross-Utilization. The Employer shall have the right to regularly cross-utilize any member of the bargaining unit to perform the duties and responsibilities of any job classification covered by this Agreement. The Union recognizes that this ability – the right to regularly cross-utilize members of the bargaining unit to perform all job classifications – plays a critical role in allowing the Employer to remain competitive in the marketplace. Employees performing work in a classification different from their permanent classification shall receive the wage of the different classification, or the wage of their classification, whichever is higher.

7.5 An employee may request work assignments within the same classification, and among different job classifications, provided he or she is qualified to perform the work of the classification.

ARTICLE 8 – SENIORITY

8.1 Definition. Unless otherwise provided in an Addendum to this Agreement, the Employer shall recognize Airport Seniority, which shall be defined as the employee's continuous length of service since the original date of hire with the Employer or predecessor Employers at San Francisco International Airport.

8.2 Seniority Tiebreaker. Where two or more employees share the same seniority date, the employee whose last four digits of her/his Social Security Number is the lowest, shall be considered to have the higher seniority than other employees with the same seniority date.

8.3 Uses of Seniority. Unless otherwise provided in an Addendum to this Agreement, Airport Seniority shall apply to shift bidding, vacation scheduling, layoffs and recall as set forth in Section 8.9, and transfers to different classifications (if qualified). Airport Seniority shall not apply where the Employer reduces the number of hours worked by the employees in a particular classification, shift, or account as set forth in Section 8.9.

A reduction of hours worked by some but not all of the employees in a particular classification, shift or account shall be implemented by reverse Airport seniority unless the Employer can show operational reasons not to do so, but such reasons shall not be arbitrary or capricious.

8.4 Promotion to Lead Person. The Employer in its sole discretion may appoint a Lead Person.

8.5 Qualifications. An employee who has passed a probationary period and has been performing a particular type of work shall be considered to be qualified for that type of work.

8.6 Loss of Seniority. Employees shall lose seniority under the following circumstances:

1. Resignation from employment.
2. Discharge for Just Cause.
3. Layoff for longer than nine (9) months.
4. Retirement.
5. Failure to return to work when recalled from layoff within seven (7) calendar days of receipt of notice.
6. Promotion out of the bargaining unit for sixty (60) calendar days or longer.
7. Failure to report to work for three (3) consecutive workdays without notice, unless due to a bona fide emergency which can be verified, shall be considered a voluntary quit.
8. Failure to return from an authorized Leave of Absence without having an extension approved in writing, unless due to a bona fide emergency which can be verified, shall be considered a voluntary quit.

8.7 Seniority List. Unless otherwise provided in an Addendum to this Agreement, there shall be a single seniority list for the entire bargaining unit which shall indicate at least the name, Airport Seniority date as defined above, and job classification of each employee. The Employer shall post, and provide upon written request to the Union, an up-to-date seniority list semi-annually. (The Union may also request a copy of the Employer's current seniority list when relevant to the resolution of a Grievance).

Any employee who questions the Seniority date assigned to him or her by the Employer must notify the Union and the Employer in writing within fourteen (14) calendar days of the date the Employer posts the first seniority list that includes that employee's name and Airport Seniority date. After this first fourteen (14) calendar day period has expired, an employee may only challenge the hiring date assigned to him or her by the Employer if the Employer changes his or her

date of hire from the prior Seniority list. If an employee timely questions the Seniority date assigned to him or her by the Employer as provided herein, the Union may file a grievance under the Grievance and Arbitration procedures of this Agreement within the fourteen (14) calendar day period following the fourteen (14) day period the employee had to question the Seniority date assigned to him or her by the Employer.

8.8 Probation. The probation period of each employee shall be ninety (90) calendar days from original date of hire, except in the case of employee retained from a predecessor Employer as the result of a contractor transition. During the probation period an employee shall not have access to the Grievance and Arbitration procedure for termination of employment.

8.9 Layoff and Recall. Unless otherwise provided in an Addendum to this Agreement, when there is a decline in work, the Employer may reduce the number of hours the employees work, and/or it may layoff employees in order of reverse Airport Seniority within the applicable classification. Employees who are laid off shall be recalled in order of Airport Seniority to the same classification from which they were laid off. If the hours of employees in a particular classification account or shift have been reduced pursuant to this Section 8.9, and if some but not all of the reduced hours are restored, the Employer shall restore to each employee the hours he or she had before the reduction in order of Airport seniority.

Laid off employees shall continue to accrue seniority during the first nine (9) months of layoff.

The notice period of layoff, if possible, shall be no less than three (3) calendar days' notice of layoff to the affected employees and to the Union. If the Employer gives less than three (3) days' notice to an employee of layoff when required, the Employer shall pay the employee the difference between the day the notice was given and the three (3) days' notice.

ARTICLE 9. WORK SCHEDULE BIDDING

9.1 Work Schedule Bidding. Work Schedule Bidding within classification shall be conducted at least twice a calendar year. The Employer may conduct additional work schedule bids based upon operational needs.

9.2 Posting of Work Schedules And Assigned Bidding Times. No less than five (5) days before the scheduled start of a Work Schedule Bid, the Employer shall post Online and/or in an area accessible to employees, the regular work schedules and the assigned bidding times for the employees. Unless otherwise provided in an Addendum to this Agreement, the bidding times shall be in order of Airport

Seniority of employees in the classification(s) subject to the Work Schedule Bid. A copy of said posting shall be sent to the Union upon request.

9.3 Selecting Work Schedules. Subject to Sections 9.4, 9.5 and 9.6, during the bidding process, employees shall bid and be awarded the regular work schedule of their choosing among schedules that remain available after more senior employee(s) have made their selection(s).

9.4 Employee Bidding When He or She is Not Present For Bid. No less than three (3) calendar days prior to the start of the Work Schedule Bid, an employee who will be absent or out of communication during her/his assigned bidding time may indicate her/his shift preferences in writing only by email, text, fax, or signed handwritten note from the employee with receipt verified in writing by the Employer, to the Employer's designated representative no later than on the day prior to the start of the General Shift Bid. If the employee who communicated her or his shift preferences in writing as set forth herein does not indicate a sufficient number of preferences to secure a bid that is available at the time he or she is scheduled to bid, he or she shall be assigned any remaining regular work schedule by the Employer.

9.5 Employees Who Arrive Late For Their Assigned Bidding Time. Employees who are late for their assigned bidding time may not interrupt another employee who is participating during his or her assigned bidding time; however, the late employee will be permitted to participate as soon as that other employee is finished bidding.

9.6 Employees Who Did Not Participate in the Work Schedule Bid. After the completion of all of the assigned bidding times, employees who refused or otherwise failed to participate in the Work Schedule bid shall be assigned by the Employer to any remaining regular work schedule.

9.7 After employees have selected their Work Schedules in accordance with the above provisions, if the Employer needs to make a significant change in an employee's schedule and that affected employee has responsibilities to care for a child or sick family member, transportation being unavailable, school schedules, or other employment, that cannot otherwise be resolved, except in an emergency situation, the Employer may inform other employees who bid that he or she may exchange his or her work schedule with the affected employee until the next bid.

If within two (2) calendar days of the Employer's announcement to the other employees, no other employee agrees to exchange her or his schedule with the affected employee, the Employer will assign the modified schedule to a qualified employee with the least Airport seniority, and the affected employee will be assigned that employee's schedule, unless the affected employee at that time

informs the Employer that he or she will continue working his or her schedule as modified. During the two (2) calendar day period following the Employer's announcement to the other employees that he or she may exchange his or her work schedule with the affected employee until the next bid, if the affected employee cannot work all of the time in his or her work schedule as changed by the Employer due to responsibilities to care for a child or sick family member, transportation being unavailable, school schedules, or other employment, the Employer may have a supervisor work those hours the affected employee cannot work without any of the provisions of this Agreement applying to the supervisor.

9.8 Openings Between Work Schedule Bids. In the event of an opening of a shift in any job classification between Work Schedule Bids, such opening shall be posted Online and/or posted in an area accessible to employees by the Employer for ten (10) calendar days, provided that the Employer may temporarily fill the position until an employee is placed in the position to work it regularly. After posting the open shift for ten (10) calendar days, that shift will be assigned to the most senior qualified employee who indicated an interest in the shift by signing the posting.

9.9 Promotional Opportunities. In the event of promotional opportunities within the bargaining unit, the Employer will notify employees of such by posting a notice Online and/or in an area accessible to employees for ten (10) calendar days, and shall receive written notice from any employee who is interested in the posted position during that (10) calendar day period. In its sole discretion, the Employer may then fill the position.

ARTICLE 10. LEAVES OF ABSENCE

10.1 Requesting Any Leave of Absence. The Employer shall grant leaves of absence from employment as required by federal, state and local laws. An employee desiring a leave of absence from employment for any reason must complete a written request for a leave of absence form and submit it to the Employer as soon as possible under the circumstances, or give notice as otherwise permitted by law.

10.2 Use of Accrued Paid Time Impact on Benefits When on a Leave of Absence. At the commencement of a leave of absence, an employee may request to use accrued but unused time for a leave of absence when permitted by law. Payment will be made in accordance with the normal payroll procedures. An employee on a leave of absence shall receive pay and paid benefits only if required by law, or if required or permitted by an express provision of this Agreement.

10.3 Reinstatement When Returning From a Leave of Absence. An employee returning from any legally or contractually protected leave as scheduled shall be entitled to reinstatement to his/her position, hours, seniority 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. If a particular law provides a superior right of reinstatement, that law shall govern the employee's right of reinstatement. Vacancies created by such leaves may be filled temporarily at the Employer's discretion.

10.4 Family Medical Leave Act, Family Rights Act and Pregnancy Disability Leave

(a) Eligibility for FMLA and CFRA leave. The Employer will grant leaves in accordance with the Family Medical Leave Act (FMLA) and the California Family Rights Act of 1993 (CFRA). An employee who has more than 12 months of service with the Employer and has worked at least 1,250 hours in the 12-month period before the date he or she wants to begin a leave of absence, may have a right to a family care or medical leave (CFRA leave). A CFRA leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent, grandparent, sibling, spouse, or domestic partner, a child of a domestic partner, grandparent, grandchild, parent-in-law, or sibling. of for a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States, or for any other reason required by law. While the law provides only unpaid leave, employees may choose, or the Employer may require, use of accrued paid leave while taking CFRA leave under certain circumstances. To the extent permitted by law, FMLA runs concurrently with both CFRA and a pregnancy disability leave (PDL).

(b) Eligibility for PDL leave. An employee who is not eligible for a FMLA/CFRA leave, and is disabled by pregnancy, childbirth or a related medical condition, may be entitled to take a Pregnancy Disability Leave (PDL) of up to four months, depending on the employee's period(s) of actual disability. An employee who is CFRA-eligible, has certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of a child. Both leaves contain a guarantee of reinstatement-for pregnancy disability it is to the same position and for CFRA it is to the same or a comparable position-at the end of the leave, subject to any defense allowed under the law.

(c) Use of accrued paid time. When permitted by law, the Employer may require use of accrued and available paid time when the employee takes a FMLA/CFRA leave and an employee may choose to use accrued and available paid time while taking FMLA/CFRA leave.

(d) Pregnancy, childbirth or a related medical condition leave. Even if an employee is not eligible for FMLA/CFRA leave, if disabled by pregnancy,

childbirth or a related medical condition, the employee is entitled to take a pregnancy disability leave of up to four (4) months, depending on period(s) of actual disability. If CFRA-eligible, an employee may be eligible to take both a pregnancy disability leave and a CFRA leave for reason of the birth of child. Both leaves contain a guarantee of reinstatement - for pregnancy disability it is to the same position, and for CFRA, it is to the same or a comparable position - at the end of the leave, subject to any defense allowed under the law.

(e) Notice rules. If possible, an employee must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, the employee must notify the Employer, at least verbally, as soon as he or she learns of the need for the leave. Failure to comply with these notice rules may result in deferral of the requested leave until the employee complies with this notice policy.

(f) Certification of health care provider. The Employer requires certification from the employee's health care provider before allowing a leave under this Section 10.4. Employees may use the Certification of Health Care Provider for California Family Rights Act (CFRA) or Family and Medical Leave Act (FMLA) form (DFEH-E11P-ENG) and/or the Certification of Health Care Provider For Pregnancy Disability Leave, Transfer and/or Reasonable Accommodation form (DFEH-E10P-ENG), both available in English and Spanish from the Employer's Human Resources Representative or the Union.

(g) Minimum duration of leave. If an employee is taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two weeks, and the employee must conclude the leave within one year of the birth or placement for adoption or foster care. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

(h) Impact on benefits. Taking a family care or pregnancy disability leave may impact certain of benefits and seniority date, as set forth in this Agreement. For more information regarding an employee's eligibility for a leave, and/or the impact of the leave on his or her seniority and benefits, an employee may contact the Employer's Human Resources Representative or the Union.

10.5 Personal Leave and Personal Leave for an Emergency

(a) Employees who have been employed continuously for at least one (1) year by the Employer may request an unpaid Personal Leave of absence of up to thirty (30) days within a consecutive twelve (12) month period. Granting

of a Personal Leave shall be within the Employer's discretion. Requests for a Personal Leave must be made in writing by the employee and submitted to the Employer at least thirty (30) calendar days prior to the beginning of the leave. The Employer shall approve or disapprove the request for a Personal Leave in writing within twenty (20) calendar days after the request is submitted. In the event there are several employees requesting personal leaves for the same dates than is operationally feasible, and if any such leaves are determined to be granted, the Employer shall grant such requests on a first-come, first-served basis. The Employer shall not unreasonably require an employee who requests a Personal Leave for 20 days or more to take such an extended leave in two (2) or more segments separated by a period of work if the employee states on his or her request for the Personal Leave that such is for international travel. If written proof of international travel is not provided to the Employer within five (5) days of the day the Personal Leave for 20 days or more is scheduled to begin, the Employer in its discretion may rescind its authorization granting the Personal Leave.

(b) Employees may request an unpaid Personal Leave for an Emergency when he or she has to deal with a serious, unexpected situation or occurrence that would, without the employee's immediate action, pose severe consequences for the employee or a member of his or her family. A Personal Leave for an Emergency may be granted for a reasonable amount of time required to attend to the emergency, up to 60 calendar days. The probationary period of an employee who is granted a Personal Leave for an Emergency may be extended at the discretion of the Employer by up to the number of calendar days the employee was on said Personal Leave for an Emergency.

(c) A request for a Personal Leave and for a Personal Leave for an Emergency shall be considered by the Employer on a case by case basis. The Employer shall consider the following factors in determining whether a Personal Leave for an Emergency will be granted: 1) the employee's stated need for the leave of absence; 2) any supporting documentation the employee provided to the Employer in support of the request; and 3) the needs of the Employer, including, but not limited to staffing requirements, client demands and the overall impact of the leave on operations.

10.6 Union Leaves

(a) Shop Stewards and Other Bargaining-unit Employees. In its discretion, the Employer may provide an unpaid Union leave of absence to Shop Stewards or other bargaining unit employees for up to one (1) month annually for Union related activities where operations permit. The one (1) month total period can consist of one (1) leave per person, or multiple leaves during the

year for one (1) or more person(s). Requests for a Union leave of absence must be made in writing and submitted to the Employer at least twenty (20) calendar days prior to the beginning of the leave. The Employer shall approve or disapprove the leave in writing within ten (10) calendar days after the request is submitted. The Union leaves of absence referred to above shall be separate from leave requests for collective bargaining negotiations.

(b) Union Executive Board Member or Industry Vice President. The Union may request and obtain the release of an employee who holds the elected position with the Union of Executive Board member or Industry Vice President to attend up to two 3-day Executive Board meetings per year, and up to three 1-day Executive Board meetings per year, on an unpaid basis provided 1) the Union notifies the Employer in writing of the Executive Board meeting dates promptly after such have been scheduled by the Union, and 2) the Union, or Executive Board member or Industry Vice President, notifies the Employer in writing of his or her need for the leave at least forty five (45) calendar days prior to the actual date of the Executive Board meeting.

10.7 Re-badging for Personal Leaves. Personal Leaves for an Emergency and Union Leaves. If a Personal Leave or a Personal Leave for an Emergency under Section 10.5, or a Union Leave under section 10.6, is granted, the employee must surrender his/her Airport SIDA card to the Employer when required by Airport rules. The parties recognize that the employee may be required to complete a re-badging process before returning to work. Where re-badging is required, the Union and the Employer will cooperate and schedule necessary appointments so that the employee's return may be implemented, to the extent practicable, on the date the leave is scheduled to conclude. Any costs associated with required rebadging as a result of a Personal Leave or a Personal Leave for an Emergency under Section 10.5 being granted shall be the sole responsibility of the employee who went on the leave. Any costs associated with required rebadging as a result of a Union Leave under section 10.6 being granted shall be the sole responsibility of the Union and/or the employee who went on the leave.

ARTICLE 11. NO UNLAWFUL DISCRIMINATION, HARASSMENT OR RETALIATION

11.1 In accordance with all applicable laws, the Employer shall provide a workplace free of discrimination, harassment, and retaliation based on ancestry, age (40 and above), color, disability (physical and mental, including HIV and AIDS), genetic information, gender, gender identity, or gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin (includes language use and possession of a driver's license issued to persons unable prove their presence in the United States

is authorized under federal law), race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation, or any other basis as may be prohibited by applicable law.

11.2 Unlawful harassment based on any of the above-referenced protected categories, includes, but is not limited to: 1) verbal harassment, e.g., epithets, derogatory comments slurs on a basis enumerated in the law; 2) physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on a basis enumerated in the law; 3) visual forms of harassment, e.g. derogatory posters, cartoons, or drawings on a basis enumerated in the law; or 4) sexual favors, e.g., unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors, that become a condition of employment, or that unreasonably interfere with an individual's ability to perform their jobs or otherwise create an offensive or hostile working environment.

11.3 In accordance with all applicable laws, the Employer shall provide reasonable accommodations for employees with known physical or mental disabilities if he or she is otherwise qualified to perform the essential functions of his or her job, for employees who require accommodation for a religious belief or practice, and as otherwise required by applicable law.

11.4 The Employer shall take reasonable steps to prevent and promptly correct discriminatory and harassing conduct, including developing a harassment, discrimination, and retaliation prevention policy. By January 1, 2020, the Employer shall provide at least one hour of effective interactive training and education regarding sexual harassment, prevention of abusive conduct, and harassment based on gender identity, gender expression, and sexual orientation to employees covered by this Agreement within six months of their assumption of a position, and to each employee in California once every two years. The training and education shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. The training shall be conducted in conformity with standards established by the State of California and may be provided by third party experts in lieu of Employer representatives.

11.5 Nothing herein shall be deemed to supersede any policies and/or procedures prohibiting harassment, discrimination, and/or retaliation the Employer has or may

have in place for its employees, provided that at a minimum, any such policies and/or procedures shall comply with the law and

1) be in writing,
2) list all current protected categories covered by law,
3) indicate that the law prohibits coworkers and third parties, as well as supervisors and managers with whom the employee comes into contact from engaging in conduct prohibited by law,
4) create a complaint process to ensure that complaints receive:
    A) An Employer's designation of confidentiality, to the extent possible;
    B) A timely response;
    C) Impartial and timely investigations by qualified personnel;
    D) Documentation and tracking for reasonable progress;
    E) Appropriate options for remedial actions and resolutions; and
    F) Timely closures;
5) provide a complaint mechanism that does not require an employee to complain directly to his or her immediate supervisor, including, but not limited to, the following:
    A) direct communication, either orally or in writing, with a designated company representative, such as a human resources manager, EEO officer, or other supervisor; and/or
    B) a complaint hotline; and/or
    C) access to an ombudsperson; and/or
    D) identification of the Department and the U.S. Equal Employment Opportunity Commission (EEOC) as additional avenues for employees to lodge complaints,
6) instruct supervisors to report any complaints of misconduct to a designated company representative, such as a human resources manager, so the company can try to resolve the claim internally and include this as a topic in mandated sexual harassment prevention training,
7) indicate that when an Employer receives allegations of misconduct, it will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected,
8) state that confidentiality will be kept by the Employer to the extent possible, but not indicate that the investigation will be completely confidential,
9) indicate that if at the end of the investigation misconduct is found, appropriate remedial measures shall be taken, and
10) make clear that employees shall not be exposed to retaliation, including but not limited to discipline, unfavorable or disparate treatment, or retaliatory transfer to a different work area or assignment or shift, as a result of lodging a complaint or participating in any workplace investigation.

11.6 Upon receiving a complaint as stated above that involves two (2) or more employees (one of whom may be a management employee), the Employer shall take corrective action as it deems necessary, including but not limited to an unpaid suspension pending investigation, or steps to ensure that the employees do not have contact with each other to the extent permitted by operations, provided that any corrective action the Employer takes pursuant to this paragraph shall not be subject to the Grievance and Arbitration procedure except when the Employer terminates or suspends an employee (including sustaining a suspension pending investigation) following the completion of the investigation. In the case of a grievance against a suspension that has been sustained following investigation, the timeline to file the grievance shall begin as of the original date of suspension. If the Employer determines after its investigation that an employee who was placed on an unpaid suspension pending investigation should not be disciplined, that employee shall be paid for the time he or she would have been regularly scheduled to work while on suspension; if the employee was moved to a different work area and/or shift pursuant to this section, and the Employer determines he or she should not have been disciplined, that employee shall be restored to his or her previous work area and/or shift.

11.7 The Employer shall disseminate its policy by one or more of the following methods: 1) Printing and providing a copy to all employees with an acknowledgment form for the employee to sign and return; 2) Sending the policy via e-mail with an acknowledgment return form; 3) Posting current versions of the policies on a company intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies; 4) Discussing policies upon hire and/or during a new hire orientation session; and/or 5) Any other way that ensures employees receive and understand the policies.

11.8 If the Employer's workforce at any facility or establishment contains ten (10) percent or more of persons who speak a language other than English as their spoken language, the Employer shall translate the policy into every language that is spoken by at least ten (10) percent of the workforce.

ARTICLE 12. DIGNITY AND RESPECT

12.1 The Union, the Employer and the employees 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.

12.2 The Union 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 13. LABOR-MANAGEMENT COMMITTEE

13.1 The Employer and the Union shall create a Labor-Management Committee for the Employer's workforce. For Employers with fewer than six hundred (600) employees, the Labor-Management Committee shall consist of up to two (2) management representatives selected by the Employer and up to two (2) employees selected by the Union. For Employers with six hundred (600) or more employees, the Labor-Management Committee shall consist of up to three (3) management representatives selected by the Employer and up to three (3) employees selected by the Union.

13.2 The Labor-Management Committee shall seek to resolve workplace problems and improve training and passenger service. The Labor-Management Committee shall not have the authority to modify, change or add to the provisions of this Agreement. Employees of the Employer shall be paid at their straight time hourly rate by the Employer for their time spent in meetings of the Labor-Management Committee, which will be held quarterly and last for approximately one (1) hour, or longer by mutual consent.

ARTICLE 14. UNION VISITATION RIGHTS AND SHOP STEWARDS

14.1 Union Officials (Union employees in a staff position) shall be allowed to visit the Employer's premises and offices, and to visit employees during their non-working time for the purpose of determining that this Agreement is being carried out, provided that there shall be no interference with the business of the Employer or the Employer's client, the visit is conducted within the client's established access control procedures, and the visit is effectuated in accordance with all applicable rules and regulations, including Rule 7 (Airport Security) of SFO's Rules and Regulations, all applicable safety and security directives set forth in SFO's Quality Standards Program, and any Airport Directives that may be issued. For a Union Official to be able to visit employees at the Employer's premises or other work areas, the Union must first have notified the Employer in writing of the name of Union Official and his or her title with the Union.

14.2 Any Union Official who wishes to visit or contact employees while on the job in the Employer's office, or in situations which require an escort by the Employer, shall notify the Employer's designated General Manager by email with at least twenty-four (24) hours notification, and to establish a mutually agreed date and time to be confirmed in writing. Twenty-four (24) hours' notice to visit a breakroom adjacent to the Employer's office is required and permission shall not be unreasonably denied, except if the office is being used for an Employer event or if the Employer representative who would escort is not available. In the event that there is any restriction or prohibition on such requested access imposed at any time and in any manner by the Airport or other recognized authority, no access

shall be granted and the Union shall have no recourse against the Employer for such denial of access on that basis. A Union Steward with escort privileges may escort a Union Official who does not possess an appropriate Airport badge provided the release of the Steward is preapproved by the Employer and all time spent escorting a Union official is unpaid.

14.3 Union Shop Stewards, or Alternate Stewards in their absence, shall have reasonable freedom to perform their duties during nonworking time so long as it does not interfere with the performance of any employee's duties and is done during their nonworking times. The Union will have the right to appoint up to one (1) Shop Steward for each Airport Terminal per shift. The Union may also appoint, and the Employer shall recognize, an equal number of Alternate Stewards. The Employer agrees to recognize such Steward(s) upon written notice from the Union. Any change in Stewards will also be communicated promptly in writing to the Employer. Stewards are authorized to meet with the Employer's branch management on an unpaid basis, should management desire to meet with the Steward, for the purpose of disposing of problems on an informal basis and such does not interfere with the performance of the Steward's work duties. Union Shop Stewards and Alternate Stewards act as representatives of the Union for all purposes, except as otherwise stated in this Agreement.

14.4 In view of the heightened governmental security requirements due to the Airport operations and environment, the Union shall indemnify and defend the Employer against any claims, demands, suits, or other liability of any kind which result from conduct by a Union Official by virtue of this Visitation Article. The Employer shall provide the Union with notice within five (5) days of any claim for which they seek indemnity and defense. The Union shall have the right to select counsel to represent the Employer to contest, litigate, administer and/or settle any legal action with the Employer's consent, which shall not be unreasonably withheld.

14.5 Any communications by a Union Official to an employee during his or her meal period or rest period shall not under any circumstances be considered an interruption by the Employer of the employee's meal period or rest period, and the employee is free to communicate with the Union Official during his or her schedule meal or rest period.

ARTICLE 15. EMPLOYEE ORIENTATION AND TRAINING

15.1 Union Orientation. As part of the potential new employee orientation, a Union Official or recognized Shop Steward shall have a maximum of fifteen (15) minutes to explain the Agreement and union procedures to the new employee with the understanding that only the new employees shall be on paid time, and the recognized Shop Steward, if involved, shall be on unpaid time.

The Employer shall notify the Union of the date, time, and location of any employee

orientation.

The Employer will be absent from the room during the new employee orientation, except as required by SFO regulations. The Union agrees to give the Employer copies of the materials to be used in such a session, which may include, but not be limited to, a copy of the provisions of the Agreement, a Union membership card, and a list of Shop Stewards prepared by the Union showing their work locations and telephone numbers. The Union agrees to not disparage the Employer during this session.

15.2 Health & Safety Training. The Employer agrees to provide health and safety, and injury prevention training to employees so that they may be properly informed of all risks associated with their jobs and can do them safely.

15.3 Training For New Job Functions. In the event an employee is required to perform the job functions of another job classification within this Bargaining Unit, the Employer will provide the training it deems necessary before the employee is required to perform the function of the other job classification.

15.4 New Hire. The Employer shall have the right to hire new employees from any source. The Employer agrees to receive applications for employment from persons who are sent by the Union, but shall not, however, be bound to hire any person sent by the Union. Neither, however, shall the Employer discriminate against any such persons because of his Union membership.

ARTICLE 16. TRAINING

The Employer agrees to provide health, safety, and injury prevention training to Employees as required by law. Employees shall be paid for all time spent in training required by the Employer. An employee must attend all training as directed by the Employer and he or she shall be subject to discipline for his or her failure or refusal to do so.

ARTICLE 17. MATERIALS AND EQUIPMENT

17.1 The Employer agrees to provide and to maintain properly equipment and materials adequate to perform any and all work assignments, as required by law. The Employer shall inspect any equipment reported as non-functioning and after inspection, if it is confirmed as non-functioning the Employer shall repair or remove the equipment. The parties agree that employees should promptly report any non-functioning equipment to their supervisors.

17.2 The Employer will provide all necessary supplies and personal protective equipment as required by OSHA, Cal/OSHA or other applicable law. The Employer

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

17.3 In order to improve service to passengers requiring wheelchairs, as well as protect employee health and safety, the Employer shall take reasonable measures to ensure that wheelchairs are maintained in proper repair. Employees shall promptly notify the Employer of any wheelchair requiring repair or replacement, and the Union shall encourage employees to do so. The Employer shall provide the necessary supplies to wheelchair attendants so that they can sanitize wheelchair surfaces.

17.4 Work in Stationary Locations. Employees shall not be required to lift more than the weights specified in the job description for each classification if the Employer has not provided adequate staffing; the Employer must notify the Union of any proposed increase in such specified weight limits.

17.5 Wheelchair Passenger limits/Luggage Equipment. A wheelchair attendant shall not push more than one wheelchair at any time. If the employee violates this rule, he or she shall be subject to the provisions of Article 4 – Discharge and Discipline. Wheelchair attendant are not required to use only one hand to push a wheelchair while pushing or pulling luggage or other equipment with the other hand. Employees shall not be subject to discipline or discharge for the misuse of Employer-supplied wheelchairs by passengers, passengers' family members, or any non-employee.

17.6 Cabin Cleaning. No cabin cleaning employee shall be required to perform lavatory cleaning and galley cleaning on the same aircraft assignment.

ARTICLE 18. WAGES

See attached Appendix A for Wage rates applying to employees covered under this Agreement.

ARTICLE 19. HEALTH AND WELFARE

A. See attached Memorandum of Understanding for Health and Welfare benefits applying to employees covered under this Agreement.

ARTICLE 20. HOLIDAYS

See attached Appendix A for Holiday benefits applying to employees covered under this Agreement.

ARTICLE 21. VACATION

See attached Appendix A for Vacation benefits applying to employees covered under this Agreement.

ARTICLE 22. SICK LEAVE

Sick Leave benefits under this Agreement shall be in compliance with the Paid Sick Leave Ordinance of the City and County of San Francisco. Employees earn one (1) hour of paid sick leave for every thirty (30) hours worked. Paid sick leave accumulates to a maximum of seventy two (72) hours.

ARTICLE 23. JURY DUTY LEAVE, FUNERAL LEAVE, AND OTHER BENEFITS

See attached Appendix A for Jury Duty Leave, Funeral Leave, and any other Economic benefits applying to employees covered under this Agreement.

ARTICLE 24. DRUG AND ALCOHOL POLICY

24.1 Employees performing business for the Employer or on the Airport property may not use or be under the influence of alcohol, Illegal drugs, or legal drugs used in an unauthorized manner while at work. Employees may not engage in the unauthorized purchase, possession, sale, transfer, manufacture, distribution, transportation or dispensation of alcohol, any illegal drugs or other controlled substances, nor may they engage In the purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with the law.

24.2 The Employer may require a drug or alcohol test when: (1) required or permitted by law or regulation; (2) required by a written customer policy applicable to Employer and employees; (3) when there is reasonable suspicion that an Employee is under the Influence of alcohol or drugs; or (4) where an employee is involved in a workplace injury or accident if and as permitted by law.

24.3 In the event of a workplace injury or accident, the conduct of such testing shall not cause any delay in emergency medical treatment of the employee to be tested.

24.4 The Employer shall pay the Employee for any time lost from work due to a required drug or alcohol test.

24.5 All collection and testing procedures shall comply with the applicable regulatory standards to assure employee privacy and dignity and accuracy of test results.

24.6 Violations of this Policy will subject the employee to immediate termination of employment. An employee's "refusal to submit" within the designated time period to a required test will result in the employee's employment being immediately terminated.

ARTICLE 25. GRIEVANCE AND ARBITRATION PROCEDURE

25.1 All disputes concerning rates of pay or benefits, wage and hour claims, rules, or working conditions, and/or arising out of the interpretation or application of any provision of this Agreement, shall be settled as quickly as possible by the Grievance and Arbitration Procedure provided herein, provided employees also retain the unconditional right to file administrative charges, complaints and/or applications with any and all state and federal administrative agencies in accordance with the law and this Agreement.

25.2 An employee and/or representative of the Union may agree to a time and consult directly with the employee's supervisor on a matter that may constitute a dispute or a grievance without affecting any of the time restrictions set forth in this Article. In calculating time for purposes of this Article, Saturdays, Sundays and the Holidays designated in this Agreement shall not be counted. Time limits hereinabove mentioned may be modified, if desired, only in writing, by mutual agreement between the parties' designated representatives.

25.3 Grievances shall be processed in accordance with the following Steps:

STEP 1— Employer's Representative, Including the Affected Employee's Supervisor

A Union Official shall file a written grievance with the Employer that states the relevant facts of the dispute, the specific Articles and/or Section(s) of the Agreement allegedly violated, the date any alleged violation(s) occurred, the remedy requested and be signed by an Official of the Union. A Union Official shall file the completed grievance with the Employer's designated Representative, which may include the affected employee's supervisor at the Employer's discretion, by electronic mail within fourteen (14) calendar days from the date of the occurrence of the incident or when the employee or Union became aware of it or should have become aware of it, whichever is sooner. The Employer's designated Representative shall render his or her written decision denying or sustaining the grievance to the Union Official by electronic mail within ten (10) calendar days after receiving the grievance.

STEP 2 — Employer's Designated Manager, Including The Highest Operating Officer Charged With The Responsibility of Handling Disputes

If the grievance has not been resolved to the satisfaction of the Union at Step 1, a Union Official shall file a written appeal to the Employer's Ddesignated Manager, including the highest operating officer charged with the responsibility of handling disputes, by electronic mail within seven (7) calendar days after receipt of the decision in Step 1. The Employer's Ddesignated Manager shall render a decision in

writing by fax or electronic mail to the Union within seven (7) calendar days after the receipt of the appealed grievance.

OPTIONAL STEP 3- Mediation

At the request of either party within ten (10) working days of the Step 2 meeting or the Step 2 response, whichever is later, the following procedure may be used if the grievance is not resolved at Step 2. The parties may agree upon a Mediator from the Federal Mediation and Conciliation Service or other mutually agreeable source, and if the parties agree to this Optional Step 3 by one party confirming such agreement by email or fax to the other, the Mediator shall attend a grievance meeting and assist the parties to attempt to resolve the case. Each party shall bear its own cost, if any, including labor. If the parties cannot resolve the case, the Mediator shall give the parties an advisory opinion regarding the merits of the case. It is the intent of the parties that Step 3 Mediation would be used for significant cases when there is a reasonable chance of resolution with the mediator's assistance.

STEP 4 — System Board of Adjustment, Including a Neutral Arbitrator

If the grievance has not been resolved to the satisfaction of the Union at Step 2 or Optional Step 3, a Union Official shall file a written demand that a System Board of Adjustment be convened to hear any unresolved aspects of the grievance with the Employer's Ddesignated Manager by fax or electronic mail within fourteen (14) calendar days after receipt of his or her decision in Step 2, or if the parties agreed to mediation through OPTIONAL STEP 3 within fourteen (14) calendar days after the day the mediation was held.

The System Board of Adjustment will be comprised of three (3) members to be selected as follows: one (1) by the Union, one (1) by the Employer, and a third neutral arbitrator. If the Employer and Union agree in writing, the neutral arbitrator may sit and decide the dispute without the Employer and Union System Board of Adjustment members being involved. The neutral arbitrator shall be selected from the following panel of arbitrators:

John Kagel
Barry Winograd
Fred Butler
David A. Weinberg
James G. Merrill

If an Arbitrator from the above list retires or dies, the parties will negotiate to add a new Arbitrator.

The following procedure shall be used to select an arbitrator from the above list. 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. If the arbitrator selected is not available the parties shall select another arbitrator from the list.

The parties, including the Union and an individual Employer signatory to this Agreement, may mutually agree to modify the above list of Arbitrators during the term of this Agreement.

25.4 Regardless of whether the System Board of Adjustment includes the Employer and Union members, or the Employer and Union agreed in writing that the neutral arbitrator may sit and decide the dispute without the Employer and Union members being involved, the arbitrator shall consider the arguments made by the parties and their representatives and the admissible evidence presented at the hearing, and decide the unresolved aspects of the grievance by issuing a written decision and award. Except for Wage and Hour Claims or Disputes where the arbitrator shall apply applicable law, the arbitrator's decision shall be based on an interpretation of the provisions of this Agreement and he or she shall not amend, modify, add to, change or disregard any of the provisions of this Agreement. The award of the arbitrator shall be in writing and shall be final and binding upon the Employer, the Union, and the employee or employees involved.

Excluding grievances that are filed under Section 25.8 *et. seq* (Wage and Hour Claims or Disputes), the arbitrator shall deduct any earned income or unemployment insurance from any award, and he or she must consider any employee on workers compensation or who is receiving disability insurance as unable to have worked at his or her usual job because of such during the period time he/she was terminated or suspended without pay.

25.5 The parties shall share the fees and expenses of the arbitrator equally, including the costs for the hearing room, stenographer, and original transcript of the proceedings for the arbitrator. The transcript of the proceedings will constitute the official record of the hearing. Either party may request and pay for a copy of the transcript at its expense should it desire such.

25.6 Any grievance shall be considered withdrawn with prejudice if not filed and processed by the Union in strict accordance with the time limitations set forth above, unless time limits are extended or waived by mutual agreement in writing.

25.7. A grievance by the Employer against the Union shall be made by the Employer filing a signed written grievance with a Union Official by fax or electronic mail that states the relevant facts of the dispute, the specific Section(s) of the Agreement allegedly violated, the date any alleged violation(s) occurred, and the remedy

requested. After fourteen (14) calendar days from the date of the Employer's grievance, if the grievance has not been resolved to the satisfaction of the Employer, it shall make a written demand that a System Board of Adjustment be convened.

The Arbitrator shall be selected by the parties from the panel of Arbitrators listed in Section 25.3, STEP 4, above. Either party must contact the other for the purpose of selecting an arbitrator from the panel of Arbitrators. The System Board of Adjustment will be comprised of three (3) members to be selected as follows: one (1) by the Union, one (1) by the Employer, and a third neutral arbitrator. If the Employer and Union agree in writing, the neutral arbitrator may sit and decide the dispute without the Employer and Union System Board of Adjustment members being involved. A grievance by the Employer shall proceed in accordance with Sections 24.4, 25.5 and 25.7 of this Article.

25.8 In view of the California legal and legislative environment regarding wage and hour issues, the parties hereby agree that the following provisions shall apply to employees covered by this Agreement and that the processing of "Wage and Hour Claims or Disputes" as defined herein shall be governed by the Federal Arbitration Act (9 USC Chap. 1).

25.9 The Union and the Employer intend that the grievance and arbitration provisions in the Agreement shall be the exclusive method of resolving all disputes between the Employer and the Union and the employees covered by this Agreement unless otherwise set forth or required under applicable law. The grievance and arbitration provisions shall also cover "Wage and Hour Claims or Disputes," which shall include all state and federal statutory claims for alleged unpaid wages, claims relating to uniform maintenance, training time, rest periods, meal periods, recovery periods, overtime pay, vacation or similar pay, expense reimbursement, liquidated damages, penalties (including claims brought under Labor Code sections 2698-2699.5 (PAGA)), and all other wage and hour related matters, expressly including claims arising under the Fair Labor Standards Act, California Labor Code Sections 201, 203, 204, 226, 226.7, 227.2, 510-512, 551-558, and 1194, and/or Employer obligations under any applicable California Wage Orders that could have been brought in state or federal court, including under Business and Professions Code Section 17000 *et seq*. (the Unfair Competition Law). The Parties agree that any employee's or employees' Wage and Hour Claims or Disputes shall be first brought to the Employer's attention via the grievance process provided for in this Agreement and that they shall attempt to resolve any such Wage and Hour Claims or Disputes via the grievance procedure provided herein.

25.10 Exclusive Procedure for Wage and Hour Claims or Disputes:

(a) The Parties agree that, with respect to the grievance process, Wage and Hour Claims or Disputes may be filed and/or processed by the Union on

behalf of individual or multiple employees, and that the Parties are authorized to attempt to resolve such disputes with respect to all allegedly affected employees. Grievances involving Wage and Hour Claims or Disputes must be presented directly to STEP 2 of the Grievance Procedure within the time allowed by law. The Employer and Union agree in writing that the neutral arbitrator may sit and decide the dispute without the Employer and Union System Board of Adjustment members being involved in the event the Wage and Hour Claims or Disputes proceed to STEP 4.

(b) In the event the Parties are unable to resolve a Wage and Hour Claim or Dispute via STEP 2, and/or OPTIONAL STEP 3, the Union may elect to pursue a Wage and Hour Claim or Dispute to arbitration on behalf of either an individual employee or all employees allegedly affected by the policy or decision giving rise to the grievance. An arbitration demand filed on behalf of all allegedly affected employees shall hereinafter be referred to as an "All Affected Employees Arbitration". The Arbitrator shall be selected by the parties from the panel of Arbitrators listed in Section 25.3, STEP 4, above.

The arbitration shall be adjudicated pursuant to the provisions of Sections 25.4, 25.5, 25.8, 25.9, 25.10 (a), (b), (c) and (e), and 25.11. Specifically, the Parties acknowledge that (i) the Parties shall equally split any costs and/or fees charged by the arbitrator; (ii) Under no circumstances shall an arbitrator's decision include any fee shifting or "prevailing party" award of attorneys' fees, and each Party shall in all cases be responsible for its own attorneys' fees, expenses and other costs; and (iii) an All Affected Employees Arbitration may include only employees of the Employer represented by the local Union at the time the grievance was filed.

To the extent the Union chooses to pursue a Wage and Hour Claim or Dispute via the arbitration processes of this Agreement, the Union shall be provided all substantive rights and remedies available under applicable law, except for a jury trial, including any applicable statute(s) of limitations, and the arbitrator hearing a Wage and Hour Claim or Dispute may award any remedy that could have been awarded by a court except for attorney's fees. The Parties shall be entitled to reasonable discovery needed to fairly adjudicate the dispute, consistent with the streamlined nature and purpose of arbitration. The arbitrator shall have discretion and authority to determine the scope of such discovery.

(c) With respect to All Affected Employees Arbitrations in which the amount in controversy is in excess of Seven Hundred Fifty Thousand Dollars ($750,000.00), the following special procedures shall apply:

i. Such All Affected Employees Arbitrations shall be assigned, on a rotating basis, to one of three arbitrators selected by the Parties. The

Parties shall negotiate in good faith to identify three panel arbitrators who are fair and impartial and who have experience and expertise in handling multi-employee arbitrations and wage and hour issues.

ii. Before allowing the matter to proceed as an All Affected Employees Arbitration, the arbitrator shall make a threshold determination that there are questions of law and fact common to the allegedly affected employees, that those common questions predominate over any individual issues specific to each affected employee, and that common adjudication is manageable. Upon making such determination, the arbitrator shall issue an order that explicitly identifies which employees shall be included in the proceeding.

iii. In such All Affected Employees Arbitrations, the Parties agree that the arbitrator shall not have the power to make errors of law or legal reasoning, or to make determinations of fact that are clearly erroneous. The Parties shall have the right to petition a court of competent jurisdiction to confirm, vacate, or correct any partial or final award of the arbitrator. Consistent with the Federal Arbitration Act and the California Arbitration Act ("CAA"), the Parties may petition to vacate or correct a partial or final award based on any ground set forth in the Federal Arbitration Act, the CAA and/or on the ground that the arbitrator's award was based on errors of law or legal reasoning and/or is not supported by substantial evidence.

iv. In the event a Party files a petition to vacate or correct an award, and the reviewing court denies the petition, the party filing the unsuccessful petition shall be responsible for the prevailing party's legal fees and expenses associated with responding to the petition (but not for the party's legal fees and expenses in the original arbitration proceeding), up to a maximum amount of Forty Thousand Dollars ($40,000.00).

(d) In the event the Union elects not to pursue a Wage and Hour Claim or Dispute to arbitration, the Union shall notify Employer of this fact within 10 days of such decision and/or within 10 days of an inquiry by the Employer. In the event the Union elects not to pursue a Wage and Hour Claim or Dispute on behalf of an affected employee, the affected individual employee retains all rights to pursue an individual Wage and Hour Claim or Dispute on his or her own (with or without a private attorney), but only in a court of appropriate jurisdiction and not in arbitration. With respect to any such court action, or any other action pursued by covered employees against the Employer, the Parties agree as follows:

i. No Class or Collective Action Claims.

To the full extent permitted by law, the Parties agree that employees and the Employer shall each bring and pursue claims against the other only in their individual capacities, and shall not bring, pursue, join, or act as a plaintiff or class member in any purported class or collective proceeding.

ii. No Representative Action Claims.
To the full extent permitted by law, the Parties agree that employees and the Employer shall each bring and pursue claims against the other only in their individual capacities, and shall not bring, pursue, join or act as a plaintiff in any purported representative proceeding.

For avoidance of doubt, the Union, as the exclusive bargaining representative of employees covered by this Agreement, agrees that the employees covered by this Agreement waive their right to assert Wage and Hour Claims or Disputes in state or federal court as members of a class and/or collective action or as the representative/lead plaintiff of a representative, class and/or collective action.

(e) These provisions are not intended to limit or curtail employees' individual rights. To the contrary, it is the goal of the Employer to swiftly and fairly address and resolve employee concerns. In no event shall this Article or this Agreement be read to construe a waiver of individual rights to pursue statutory employment discrimination claims through administrative proceedings or civil actions, and the Parties expressly agree that state and federal employment discrimination claims are excluded from the definition of Wage and Hour Claims or Disputes set forth in Section 25.9 above.

(f) Employees retain the unconditional right to file administrative charges, complaints and/or applications with any and all administrative agencies, such as the National Labor Relations Board (NLRB), the Equal Employment Opportunity Commission (EEOC), the Workers' Compensation Appeals Board (WCAB), etc., and to seek all remedies, provided the Employer retains the unconditional right to raise any defense in response to such administrative charges, complaints and/or applications filed with any and all administrative agencies, including but not limited to lack of jurisdiction, exclusivity of the grievance and arbitration procedure of this Agreement to adjudicate the matter, limited remedies, etc.

25.11 An arbitrator, and not a court, shall decide any disputes regarding arbitrability and the enforceability of the provisions and waivers applicable to Wage and Hour Claims and Disputes in accordance with the Federal Arbitration Act (9 USC section 1 *et seq*,). If any provision is found by a court or agency of competent jurisdiction to be unenforceable, the Parties shall re-open this Agreement for the sole purpose of bargaining any necessary modifications to this Article that would achieve

compliance with prevailing law. In the event that a provision(s) of this Article are deemed unenforceable in part, the unenforceable portions shall be severed and the remainder enforced. However, in no event shall an arbitrator have authority to preside over a class, collective, or representative arbitration involving a Wage and Hour Claim or Dispute brought by an employee (rather than the Union) with a private attorney. In the event it is determined that any dispute involves both arbitrable Wage and Hour Claims or Disputes and non-arbitrable Wage and Hour Claims or Disputes, the Parties agree that the arbitrable claims shall be resolved first in arbitration and the non-arbitrable claims stayed pending completion of the arbitration.

ARTICLE 26. EMPLOYER JOB BIDDING AND CONTRACTOR TRANSITION

26.1 Employer Job Bidding Procedure

a) A service contract for the purpose of this Article shall be defined as an agreement entered into by an Employer with an Airline or other Airport client to perform services covered under this Agreement. Whenever the Employer bids or takes over the servicing of any service contract where the present employees work under the terms of this Agreement, the Employer agrees to do the following:

i. Contact the Union no less than thirty (30) calendar days prior to take over of the service contract, or contact the Union upon notification if the Employer was awarded the contract within the thirty (30) calendar day period prior to take over of the service contract, to request the information referenced in Section 26.1a)iii. If the client has prohibited notification to the incumbent Employer that the service contract is out to bid, the above paragraph will not apply as long such prohibition remains in effect.

ii. The bidding Employer, if awarded the service contract, shall not be responsible for maintaining discretionary (non-contractual) hourly wage increases granted by the incumbent Employer after staffing information has been provided pursuant to Section 29.1(a) or after the incumbent Employer knows that it has lost the service contract.

iii. The incumbent Employer shall not be obligated to release the information specified below to the Union until and unless the Union requests the information in writing. Within nine (9) calendar days of receipt of written request by the Union, the Incumbent Employer shall provide in writing the following information for any service contract that is out to bid and covered by this Agreement:

1. The number of employees, the name, and the last four numbers of the Social Security number of each affected employee, including employees off work due to authorized absence ("lncumbent Employees");
2, Current wage rates and job classifications for each affected employee;
3. Applicable seniority dates of each affected employee as defined in Article 8 – Seniority
4. Current work schedule of each affected employee;
5. Descriptions of the current Health and Welfare and any current retirement benefits.

b) The Union agrees that it will designate an authorized person(s) to request and receive the stated information and will inform the Employer of such person(s) in writing. Upon receipt of such information, the Union will treat the information on a confidential basis and properly safeguard the information. The Union agrees that it will not divulge the stated information to any party other than signatory Employers which are bidding on the service contract and have requested the information as stated above. The Union will provide the Employer with the Union's protocols that ensure GDPR requirements are met.

c) It is the responsibility of the incumbent Employer to provide correct and timely information pursuant to this Section in response to staffing information requests.

d) Upon being awarded a service contract pursuant to the bidding procedures outlined above/ the successful bidding Employer shall do the following:

i. Retain all Incumbent Employees as defined above as required by law, seniority dates (as defined in Article 8 – Seniority) from the predecessor Employer, and wage rates as referenced and set forth in Section 26.1a)ii above. Employees who have already completed a Probation Period as defined in this Agreement with a predecessor Employer shall not be subject to a new Probation Period with the successor Employer. Employees not retained by the incoming Employer shall be retained by the predecessor Employer in available positions if qualified, or shall be placed on the layoff list of the predecessor Employer if there are no available positions.

ii. Incumbent Employees will be allowed to enroll in Health Plans provided by the new Employer under the terms of those Health Plans.

iii. In the event of a staff reduction during the Employer transition caused by client service specifications (proof of which will be shown to the Union upon request), incumbent employees shall be hired by the new Employer in order of seniority as defined in Article 8.

e) In the event of a previously non-Signatory Employer first becoming signatory to this Agreement upon being awarded a service contract, said Employer shall not be entitled to a "phase-in" of economic terms for that service contract and instead must maintain the existing economic conditions of the affected employees.

A Signatory Employer shall be defined as an Employer which is signatory to this Agreement, or to an SEIU agreement which requires that it become signatory to this Agreement in the event it is awarded the service contract being bid, and participates in the bid process.

Whenever a Signatory Employer makes a request for the information referenced in 26.1a) above, the Union agrees to provide the Signatory Employer with a copy of the economic terms 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 covering the incumbent employees servicing the contract that is out to bid be provided.

26.2 In the event that the Employer receives written cancellation of an Account or part of an Account, the Employer shall provide notice to the Union reasonably in advance of the effective date of such Account cancellation, but in no event less than two (2) weeks in advance when possible or with the notice that the Employer had if it did not have two (2) weeks' notice, and the Employer shall provide to the Union a list of all affected Employees and their Employee Information as stated in Section 26.1a)iii.

26.3 The Employer taking over an Account pursuant to this Article shall provide to the Union within thirty (30) calendar days of assuming the Account a list of all affected Employees retained from the predecessor Employer at that Account.

If the successor Employer did not request staffing information due to a prohibition by the client as referenced in Section 26.1a)i above, the successor Employer shall notify the Union that it is taking over the account as soon as the prior Employer has been notified of the cancellation of its service contract. The Union reserves the right to be shown proof of such prohibition.

26.4 In the event that the Employer bids on and takes over a new service contract where the employees were not previously represented by the Union, the Employer and the Union agree to meet to discuss such, and the Employer and the Union shall proceed in accordance with law. If recognition is granted in accordance with

the law, the Union agrees to negotiate a "phase-in" to the economic terms of this Agreement with the Employer for employees at the new service contract.

ARTICLE 27. MANAGEMENT RIGHTS

27.1 Whenever the terms and conditions of this Agreement are in effect, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement as set forth herein. Among the exclusive rights of management, but not intended as a wholly inclusive list of them are: the right to plan, direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided or to discontinue their performance by the employees of the Employer and/or subcontract the same without the intent to circumvent this Agreement; to transfer, or relocate any or all of the operations of the business to any location or discontinue such operations, by sale or otherwise in whole or in part at any time; to establish, increase or decrease the number of work shifts, their starting and ending times; determine the work duties of employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of employees during working hours provided the Union and the employees have received prior notification of such; to require that duties other than normally assigned be performed; select supervisory employees; train employees; discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the needs of the business; to discipline, suspend and discharge for just cause; to relieve employees from duty for lack of work or any other legitimate reason; to cease acting as a contractor at any location or cease performing certain functions at any locations, even though employees at that location may be terminated or relieved from duty as a result.

27.2 The foregoing statements of management rights and Employer functions are not all inclusive but indicate the type of matters or rights which belong to and are inherent in management and shall not be construed in any way to exclude other Employer functions and rights not specifically enumerated. Any of the rights, power or authority the Employer had when there was no Agreement are retained by the Employer and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by an express term or provision of this Agreement, and any supplementary subsequent written agreement which may be made and executed by the parties. If a specific provision of this Agreement conflicts with a right enumerated in this Article, that specific provision shall govern. 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.

27.3 The Union recognizes that the Employer provides a service of critical importance to the customer and that this Agreement shall be interpreted so as to give primary

consideration to customer needs and preferences, provided that the foregoing will not be construed to abrogate any rights under this Agreement.

ARTICLE 28. INDIVIDUAL LEGAL RIGHTS

28.1 The Employer shall notify the Union, unless otherwise prohibited by federal law, judicial order, or other government agency, by phone or email, and give oral notice to the Union Steward, as quickly as reasonably possible, if any Department of Homeland Security ("DHS") or U.S. Immigration and Customs Enforcement ("ICE") agent appears at the premises. Additionally, the Employer shall notify the Union as quickly as reasonably possible 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. This Section is understood to apply to DHS or ICE activity specifically directed toward the Employer or any of its employee(s) covered by this Agreement, and not to the routine presence of DHS or ICE personnel at San Francisco International Airport.

28.2 The Employer shall not violate the privacy rights of employees by revealing to the DHS or ICE, or any successor Agency, any employee's name, address or other contact information, unless required by law. The Employer shall notify affected employees and the Union in the event it furnishes such information to the DHS or ICE, or any successor Agency

28.3 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 the termination shall be reinstated to the layoff list, with his or her 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.

28.4 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, Social Security number, or employment authorization document. Such legal change of name, Social Security number, or employment authorization document shall not be considered a change of employment nor an interruption of continuous employment.

28.5 A "No-Match" letter from the Social Security Administration shall not by itself constitute a basis for taking adverse action against an employee or for requiring an employee to re-verify 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 his or her Social Security number, the Employer reserves the right to discipline the Employee up to and including

termination.

ARTICLE 29. MOST FAVORED NATIONS

29.1 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 at the San Francisco International Airport, where such agreement contains any terms more favorable to any Employer than the terms of this Agreement.

29.2 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, except as stated below in Section 29.3. The Union shall notify the signatory Employers to this Agreement and provide copies of such agreement to the signatory Employers upon entering or executing any such agreement. Should the Union enter into any such 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 as set forth in Section 4 of this Article.

29.3 The Employer, when bidding against any Employer signatory to any collective bargaining agreement with the Union covering job classifications outlined by this Agreement at San Francisco 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. "Phase-in" agreements which affect particular accounts at San Francisco International Airport shall be applicable to this Section 29.3 provided that such agreements do not have duration of longer than three (3) months, but such "Phase-In" or similar agreements shall not be used to generate Employer claims under the other Sections of this Article. Phase-In agreements shall not cover non-economic items of this Agreement and shall cover only economic provisions with the exception of economic provisions which are required by law. For the avoidance of doubt, newly organized Employers subject to Phase-in agreements must bid on existing (non-Phase-In) accounts covered under this Agreement under the regular terms of this Agreement and are not entitled to apply their Phase-in agreements to such existing accounts.

29.4 To effectuate this Article, the Union shall disclose the existence of any written or oral agreement or understanding it has with any other Employer that contains any term(s) more favorable to any Employer than the terms of this Agreement within five (5) business days of the date of the agreement or understanding, and simultaneously provide copies of such to the Employers identified in this Agreement. If an Employer believes that the Union has entered into or is honoring an agreement or understanding that is more favorable as defined in this Article, the Employer shall notify the Union of such in writing and the parties shall meet and confer to discuss such within the next five (5) business days. If the matter has not been resolved within five (5) business days of written notification to the Union, the Employer may request a list of seven (7) potential arbitrators who have an office in Northern California from the Federal Mediation and Conciliation Service, stating in its request that the parties request a panel of potential arbitrators who have designated on their resumes that they have experience in airports or aviation. Within five (5) business days of receiving the list of arbitrators, the parties will select an arbitrator using the alternate striking method, provided that if the Union fails or refuses to select an arbitrator using the alternate striking method as set forth herein, the Employer shall select an arbitrator from that list and inform the Union and the arbitrator in writing of its selection. The arbitration shall be scheduled to take place within the next thirty (30) calendar days. The parties shall share all expenses of the arbitrator, hearing room and transcript incurred with the arbitration equally. The party or parties requesting a copy of the transcript of the hearing shall incur the cost of the transcript. The arbitrator shall decide the issue of whether the Union has entered into or is honoring an agreement or understanding with another Employer or group of Employers employing employees working in job classifications similar to those covered by this Agreement at the San Francisco International Airport that provides for more favorable terms or conditions of employment than those set forth in this Agreement. The arbitrator shall not amend, take away, modify, add to, change or disregard any provision of this Agreement, and he or she shall issue a final and binding award in writing that includes any relief necessary to effectuate the intent of this Article and remedies available under applicable law.

ARTICLE 30. WAIVER OF LOCAL ORDINANCES AND OTHER LAWS, REGULATIONS AND POLICIES ENACTED BY ANY CITY, COUNTY OR MUNICIPALITY

30.1 To the fullest extent permitted by law, this Agreement shall operate to waive any and all ordinances and other laws, regulations and policies enacted by any city, county or municipality, including but not limited to the San Francisco Minimum Compensation Ordinance, San Francisco Administrative Code Chapter 12P (pursuant to Section 12P.10), and the San Francisco Health Care Accountability Ordinance, San Francisco Administrative Code Chapter 12Q (pursuant to Section 12Q.8), and this Agreement shall supersede and be considered to have fulfilled all requirements of said Ordinances as presently written, and amended during the life

of this Agreement, and whenever the terms and conditions of this Agreement are in effect.

30.2 To the fullest extent permitted by law, this Agreement shall take precedence over any and all ordinances and other laws, regulations and policies enacted by any city, county or municipality, including but not limited to portion of the compensation and benefits requirements of the Quality Standards Program adopted by the San Francisco Airport Commission.

ARTICLE 31. RECALL RIGHTS DURING COVID-19 PANDEMIC

In consideration of the extraordinary circumstances of the COVID-19 global pandemic, and recognizing the importance of maintaining a well-trained, stable workforce, the Employer and the Union mutually agree to extend the employee's retention of seniority for recall purposes from whatever time is specified in their current collective bargaining agreement to two (2) years.

Employees who decline a recall shall be removed from the recall list and shall lose their future rights to be recalled to work, and employees must respond to a recall notice within seven (7) calendar days of receipt of the recall notice by certified mail or of a telephone call notifying them of the recall. The preceding sentence does not apply to employees who are on a leave of absence allowed by law that would extend the employee's right to be recalled to a later date.

For the purposes of recall notification, the Employer shall notify the employee by a reliable, documented means at the last known address supplied to the Employer by the employee. Employees must notify the Employer, by either speaking with or sending an email to the designated Employer's representative contained in the recall letter, within five (5) working days after the date the message was received of their intent to report to work after notification. Once the employee has indicated a willingness to return to work, the employee will also be required to report to work on the date designated by the Employer's representative.

If the employee fails to comply with the requirements in the preceding paragraph, the employee shall lose their recall rights and their seniority, and the Employer will be under no obligation to rehire that employee in the future.

This Article shall apply only to layoffs which are directly related to the COVID 19 pandemic.

Whenever the terms and conditions of this Agreement are in effect**,** any and all of the provisions of any statute or ordinance requiring the recall of employees in connection with the COVID-19 pandemic, including but not limited to Section 2810.8 of the California the Labor Code, are hereby waived to the fullest extent allowed by law.

ARTICLE 32. SCOPE OF AGREEMENT

32.1 The Employer and the Union acknowledge and agree that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and that any practices, economic or otherwise, heretofore exercised and not contained in this Agreement, are hereby abolished.

32.2 This Agreement represents the full and complete understanding between the parties, and for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject not specifically referred to in this Agreement, even though such subject may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE 33. SAVINGS

The parties intend that this Agreement shall be and remain in compliance with all applicable laws. If any provision of this Agreement is in violation of any applicable law, regulation, ordinance or other requirement imposed by law, or if any provision of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation or by any judicial or administrative tribunal, the remaining provisions of the Agreement will be unaffected and will continue in full effect, and on the written request of one party to the other, the parties will negotiate in good faith for the purpose of curing the violation and ensuring compliance with all applicable laws.

ARTICLE 34. DURATION

34.1. Effective Date. This Agreement shall be effective on April 1, 2021 following ratification and shall remain in effect through April 1, 2025, and this Agreement shall thereafter renew itself without change on the yearly anniversary each year thereafter unless written notice of intent to change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party no earlier than sixty (60) prior to or the date of any yearly anniversary thereafter, subject to a reopener as set forth in this Article.

35.2 Reopener. Unless expressly stated otherwise in this Agreement or in a Memorandum of Understanding, the Employer and the Union agree to continue the economic terms as set forth in the collective bargaining agreement under which the parties are currently operating at the San Francisco International Airport, and they further agree to reopen only the economic terms of said collective

bargaining agreement on April 1, 2022, to meet and confer in good faith regarding potential changes only to said economic terms, provided the parties further agree that the Union may also propose language regarding Section 5.1 Workweek during said reopener negotiations, and if the Union does so, the parties will also meet and confer in good faith regarding such in addition to negotiating over potential changes to economic terms as referenced herein.

AGREED FOR THE EMPLOYERS:

ABM | Aviation, Inc.
Dated: 2/8/2022

G2 Secure Staff, LLC
Dated: _____

PrimeFlight Aviation Services, Inc.
Dated: _____

Prospect International Airport Services
Dated: _____

AGREED FOR THE UNION:

Service Employees International Union, United Service Workers West

UNION
Dated: 1/24/2022

UNION
Dated: 2/11/2022

UNION
Dated: _____

UNION
Dated: _____

UNION
Dated: _____

UNION
Dated: _____

UNION
Dated: _____

MEMORANDUM OF UNDERSTANDING

SFO PASSENGER SERVICES EMPLOYERS AND SEIU UNITED SERVICE WORKERS WEST

PAST PRACTICE – LABOR-MANAGEMENT MEETINGS

The parties agree that an established practice exists whereby Union officials participate in Labor-Management Meetings in addition to bargaining unit employees and Employer representatives; notwithstanding the provisions of Article 32 – Scope of Agreement, this practice is not abolished. When a Union official participates in a Labor-Management Meeting, he or she shall comply with all Airport rules and regulations, and employees of the Employer shall be paid at their straight time hourly rate by the Employer for their time spent in the meeting of the Labor-Management Committee up to one (1) hour.

AGREED FOR THE EMPLOYERS:

ABM | Aviation, Inc.
Dated: 2/8/2022

_____
G2 Secure Staff, LLC
Dated: _____

_____
PrimeFlight Aviation Services, Inc.
Dated: _____

_____
Prospect International Airport Services
Dated: _____

AGREED FOR THE UNION:

Service Employees International Union, United Service Workers West

UNION
Dated: 1/24/2022

MEMORANDUM OF UNDERSTANDING REGARDING HEALTH AND WELFARE

WHEREAS the Employers listed in the Preamble to this Agreement, (hereinafter "EMPLOYER") and Service Employees International Union, United Service Workers West (SEIU-USWW) (hereinafter "UNION") are signatory to a collective bargaining agreement effective by its terms from April 1, 2021 through April 1, 2025 (hereinafter "Agreement"), that includes Article 19; and

WHEREAS on November 20, 2020 the Mayor of San Francisco signed the Healthy Airport Ordinance amending the Administrative Code to require Employers of employees covered by the Quality Standards Program at the San Francisco International Airport to provide certain health insurance to such employees, or to make contributions on the employees' behalf to an account established under Section 14.2 of the Administrative Code ("Healthy Airport Ordinance"); and

WHEREAS the Healthy Airport Ordinance may cause Article 19 to be invalid as written; and

WHEREAS the Employer and the Union have been engaged in collective bargaining negotiations over terms and conditions to be included in a successor collective bargaining agreement, but they recognize that said negotiations will not be concluded before the Healthy Airport Ordinance becomes operative.

It is therefore AGREED as follows:

1. ARTICLE 19A HEALTH AND WELFARE is added to the Agreement as follows:

Section 1. Explicit Waiver of OSP, HCAO and Healthy Airport Ordinance.
Except as disallowed by the Healthy Airport Ordinance, the Union and the Employer clearly and without ambiguity waive all portions of the San Francisco International Airport's Quality Standards Program pertaining to health care coverage (including specifically, but without limitation that covered employees employed prior to August 19, 2009, who have opted out of health insurance and, in lieu thereof, have been receiving bonuses and/or an additional $1.25 per hour to the QSP minimum rate, shall not have their compensation reduced by the QSP provided that they submit proof of health care coverage from another source by April 1, 2010, and thereafter on an annual basis.), the application of the City and County of San Francisco Health Care Accountability Ordinance, and the Healthy Airport Ordinance (except as it applies to the administration of an account established under Section 14.2 of the Administrative Code). Section 12.Q.3(d) of the Healthy Airport Ordinance is not waived.

Section 2. Full Time Employees-Eligibility
Effective April 1, 2021 (based on February hours and March premium), and in accordance with the Affordable Care Act and Internal Revenue Service

Regulations, the Employer shall make available to eligible Full-Time Employees (defined as those employees who work or are paid an average of either 30 hours or more in a week (calculated monthly) or 130 hours or more in a month) the group medical plan proposed by the Union on February 20, 2021, that satisfies the requirements of the Healthy Airport Ordinance and that provides the following health benefits through the General Employees Trust Fund- SFO Units (see attached summary sheet) at the Composite Contribution Rate of $1,217.19 effective April 1, 2021 ("the Group H&W Plan"):

a) Medical – choice of:
   i. Comprehensive Major Medical Expense Benefits MP187-Menu Plan C21 Hybrid; or
   ii. Kaiser Permanente Traditional HMO Plan (600277 General Employees Trust Fund)
b) Prescription Drug Coverage: $10 generic, $30 brand name
c) VSP Choice
d) Dental Coverage:
   i. Select Managed Care Direct Compensation Contributory CA250/covered dental services CA D1065
e) Life and Accidental Death & Dismemberment Insurance: $10,000 benefit

The Employer agrees to be bound by all terms and conditions of the General Employees Trust Fund Trust Agreement, Restated on September 1, 2010, and all plan documents or summary plan descriptions thereof, as each of these may from time to time be amended by the Board of Trustees.

Section 3. Employees Who Are Not Full Time Employees-Eligibility

In its sole discretion, the Employer may offer the Group H&W Plan to an employee who does not satisfy the definition of a Full-Time Employee, or it shall make contributions on said employee's behalf to an account established under Section 14.2 of the Administrative Code in accordance with the Healthy Airport Ordinance. The decision on which option the Employer elects shall not be done on the basis of adverse selection (i.e. based on the health conditions of individual employees).

Section 4. Modifications to Article 19 to Ensure Interim Compliance With the Law

In its sole discretion, the Employer may unilaterally maintain none, some, or all of the health and welfare provisions set forth in Article 19 of the Agreement, and otherwise comply with the Healthy Airport Ordinance until the later of (a) April 1, 2021, (b) the date on which the Healthy Airport Ordinance is finally established to be operative and is enforced by the San Francisco Office of Labor Standards Enforcement, and (c) the date on which the Group H&W Plan is available for participation by the Employer on the terms set forth in Section 2 of this Article 19A. The Employer's compliance with this Article 19A and the Healthy Airport Ordinance shall not be a violation of Article 19 of the Agreement.

Section 5. Discontinuance of Bonus /Higher Wage for Opting Out of Health Care Coverage. If the Agreement included a provision stating, or the Employer had followed a past practice of making, a payment and/or higher wage to an employee who had opted out of health care coverage for any reason, such provision and/or past practice is discontinued and abolished for all purposes effective March 31, 2021. To the extent the Employer had been obligated to make a payment to an employee who had opted out of health care coverage for any reason, the Employer shall prorate such payment through March 31, 2021, and remit such to the affected employee in April 2021.

Section 6. Reopener and Savings Clause

If the Healthy Airport Ordinance is held to be invalid, unlawful, preempted, or otherwise unenforceable by any governmental agency or court, the Employer may revert to, and implement, Article 19 of the Agreement, and either party may then give written notice to the other to reopen only Articles 19 and 19A of the Agreement, and the parties shall meet and confer in good faith to discuss potential changes to Articles 19 and 19A of the Agreement. If any provision of this Memorandum of Understanding or the Agreement is held invalid, unlawful or unenforceable, the remainder of this Memorandum of Understanding or the Agreement shall remain in force.

2. The Employer will notify the Union of any modifications made in accordance with Section 4 of this Memorandum of Understanding.

3. For employees hired after the effective date of this Memorandum of Understanding, the Employer shall contribute the initial contribution toward the GETF Plan specified above in the first (1st) calendar month of employment so as to provide coverage in the second (2nd) calendar month of employment, provided that (1) the employee works or is paid one hundred thirty (130) hours in the first (1) calendar month of employment, and (2) the first day of the second (2nd) calendar month of employment is thirty (30) calendar days or more following the first (1st) day of employment, or as required by law. In all other cases the Employer shall contribute the initial premium in the second (2nd) calendar month of employment so as to provide coverage in the third (3rd) calendar month of employment, provided that the employee works or is paid one hundred thirty (130) hours or more in the second (2nd) calendar month of employment.

4. During the month of February, an additional twelve (12) hours shall be considered as worked hours for the purpose of Health and Welfare eligibility under the Memoranda of Understanding / Tentative Agreements. These additional twelve (12) hours are not paid by the Employer but only count for the purpose of Health and Welfare eligibility.

(MOU regarding Health and Welfare, continued)

AGREED FOR THE EMPLOYERS:

ABM | Aviation, Inc.
Dated: 2/8/2022

_____
G2 Secure Staff, LLC
Dated: _____

_____
PrimeFlight Aviation Services, Inc.
Dated: _____

_____
Prospect International Airport Services
Dated: _____

AGREED FOR THE UNION:

Service Employees International Union, United Service Workers West

UNION
Dated: 1/24/2022

APPENDIX A

OTHER ECONOMIC PROVISIONS

ABM | Aviation, Inc.
Refer to the appropriate Articles of the existing (previous) Collective Bargaining Agreement.

G2 Secure Staff, LLC
Refer to the appropriate Articles of the existing (previous) Collective Bargaining Agreement.

PrimeFlight Aviation Services, Inc.
Refer to the appropriate Articles of the existing (previous) Collective Bargaining Agreement.

Prospect International Airport Services Corporation
Refer to the appropriate Articles of the existing (previous) Collective Bargaining Agreement.