

LAX MASTER JANITORIAL AGREEMENT

2023 EXTENSION

May 1, 2017 to June 30, 2025

BETWEEN

SEIU UNITED SERVICE WORKERS WEST

AND

ABM AVIATION, INC.

Environmental Services

Compass

Flagship Facility Services

C&W Services

SDH Services West LLC, a subsidiary of Sodexo, Inc.

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PURPOSE

This Collective Bargaining Agreement (hereinafter referred to as “Agreement”) made this May 1, 2017 by and between Service Employees International Union, United Service Workers West (hereafter referred to as “Union”), and ABM Aviation, Inc., Environmental Services, Compass, Flagship Facility Services, C&W Services and SDH Services West LLC, a subsidiary of Sodexo, Inc. (hereinafter referred to as “Employer” individually, and “Employers” jointly). It is understood and acknowledged that each Employer is entering this Agreement on its own behalf and as a separate and distinct business entity and that under no circumstances shall any Employer or group of Employers be considered a “joint Employer” or comprise a multi-Employer bargaining unit for any purpose.

In entering into this Agreement, the Union and the Employers recognize that the greatest threats to their continued success are the proliferation of non-union competition in this industry and insourcing. As such, it is imperative that the Union and the Employers work together to preserve Union jobs by supplying customers and clients with the best possible janitorial services at the Los Angeles International Airport (LAX). Only by cooperation and understanding each other’s needs and the realities of the market place, can both the Union and the Employers prosper.

For the purpose of mutual understanding and so that a harmonious and respectful relationship may exist between the Union, the Employers and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered, it is hereby agreed that:

ARTICLE 1 - UNION REPRESENTATION

Section 1, Recognition:

Except as provided below, the Employer recognizes the Union as the sole collective bargaining representative for all Employees coming under the classifications of this Agreement or performing the duties of those classifications covered work shall include: airline ticket offices and non-public areas, ramps, storage facilities, maintenance facilities, cargo area facilities, all work contracted for by the City of Los Angeles, department of airports, and any covered work at all LAX terminals.

The parties to this Agreement agree to exclude from the terms of this Agreement any employee or work entailing: the cleaning or servicing related to aircraft, the servicing or cleaning of parking structures or parking lots (including those under contract from the City of Los Angeles Department of Airports), landscaping, re-lamping, and/or the cleaning of carpets except for the type of carpet cleaning that is performed on a daily basis of a vacuuming and spotting nature. Janitors that have been or are covered by another collective bargaining agreement are not covered by this Agreement.

Section 2, Registration of Job Location:

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

Section 3, New Jobs:

The Employer shall notify the Union, in writing 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. All new jobs will be covered under the appropriate terms of this Agreement, as indicated in Article 17, Employer Job Bidding Procedures.

ARTICLE 2 – DIGNITY AND RESPECT:

1. The Union, Employer, and the employees agree that they are in a service business and that the traveling public, airline employees and airport employees should always be treated with courtesy, dignity, and respect.
2. The Union and the Employer agree that courtesy in day-to-day communications between employees and supervisors and managers of the Employer should always be present in Employer-Employee relationships. The Union and Employer agree that employees and supervisors and managers should treat each other with dignity and respect.
3. The Employer further agrees that, upon a written request from an employee the Employer will provide employment and other work related information or references formally requested by commercial or government organization or individuals or prospective Employers.

ARTICLE 3 - PRIVACY RIGHTS:

Section 1, Non-Discrimination in Employment:

The Employer and the Union shall not discriminate against any employee covered by the Agreement because of: ancestry, age (40 and above), color, disability (physical or mental, including HIV and AIDS), genetic information, gender, gender identity, or gender expression, medical condition (including but not limited to genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin (includes language use), race (including, but not limited to, hair texture and protective hairstyles; “protective hairstyles” includes but is not limited to hairstyles such as braids, locks and twists), religion (includes religious dress and grooming practices), sex/gender (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), sex, sexual orientation, family status, political belief, Union membership or activities on behalf of the Union or any other basis prohibited by law.

Section 2, Non-Discrimination in Representation:

The Union is obligated to represent all employees as required by law.

Section 3, Notification:

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

or the Social Security Administration that an audit of employee records (for any purpose) is scheduled, proposed or contemplated.

Section 4, Information:

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

Section 5, Termination for Invalid Work Authorization:

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

Section 6, Change of Name or Social Security Number:

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

Section 7, "No Match" Letter:

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

ARTICLE 4 – TRAINING:

Training for New Job Functions:

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

ARTICLE 5 – UNION MEMBERSHIP AND UNION RIGHTS:

Section 1, Union Membership as a Condition of Employment:

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

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

The Employer shall, at the time of hire, inform each new employee who comes under the scope of this Agreement of the existence and terms of this Agreement and of such employee's obligation of Union membership.

Section 2, Discharge:

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

Section 3, Check-Off for Dues, Fees, and Voluntary Political Action Fund:

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

- a. The parties acknowledge and agree that the term "individual authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE, subject to the requirements of state and federal law. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "individual authorization" for purposes of this Agreement.
- b. The Employer shall honor an employee's authorization for paycheck deduction of Union dues, fees, and/or contributions unless such authorization is revoked in accordance with the terms of the signed authorization agreement between the Union and the employee, regardless of whether the employee is a member of the Union (i.e., Beck fee payers, religious objectors, etc.).

Section 4, Dues, First Paycheck:

For newly hired employees, half of the initiation fee and the first month's dues shall be deducted from the employee's paycheck for the first payroll period with an ending date on or after the thirty-first (31st) calendar day following the beginning of said employee's employment. The balance of the initiation fee and the next month's dues shall be deducted from said employee's first paycheck in the following calendar month. Regular monthly dues for such employee shall thereafter be deducted in the normal manner described in Section 5. In the event that the employment of any employee terminates on or after the 31st calendar day following the

beginning of his/her employment, and any initiation fees and/or dues are unpaid, such initiation fees and/or dues shall be deducted from such employee's final paycheck, including payment for any pro-rated vacation pay or any other compensation.

Section 5, Dues Deduction:

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

Section 6, Dues Remittance Deadline:

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

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

Section 7, Employer Indemnity:

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

Section 8, Union Stewards:

- A. The Union will have the right to elect/select one shop steward and one alternate per terminal and shift. In terminals where the Employer has more than one hundred and seventy-five (175) employees, the Union may elect/select additional stewards, not to exceed one additional steward per every additional seventy-five (75) employees. The Union will inform management in writing upon election/selection. The Employer agrees to recognize such stewards upon written notice from the Union.
- B. The Shop Steward's duties consist of seeing that all terms and conditions of this Agreement are being complied with and that all employees are members in good standing of the Union whenever permissible under State and Federal laws, in accordance with the handling of grievances that may arise with the project manager or designee. The Shop Steward shall not, by reason of his position, be exempt from work. However, any Shop Steward shall be permitted to leave his or her work after proper permission has been obtained from his or her immediate supervisor, to investigate and adjust grievances of any

employee. Grievances resolved between a Shop Steward and the Employer shall be deemed resolved on a non-precedent setting basis.

- C. Shop stewards and alternates have no authority to take strike action. The Employer recognizes the limitations herein set forth upon the authority of the Shop Stewards and alternates and shall not hold the Union liable for any unauthorized actions. If a Shop Steward, alternate, or employee calls or participates in an unauthorized strike, walk-out, or slow-down, the Employer may take such disciplinary action as the Employer deems necessary, as outlined in established company disciplinary policies and procedures, and employee would be entitled to the terms and conditions of Article 14 of the Agreement, Grievance Procedure.

Section 9, Union Access:

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

Section 10, Union Orientation

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

- A. **Notice to New Employees**
The Employer shall provide, at the time of hire, a Union New Hire Packet to all new employees. The Union New Hire Packet may include, but shall not be limited to, a welcome letter, SEIU history and/or Local Union history, this Agreement and any memoranda of understanding, a membership application, a list of member-only benefits, contact information of Local Union Officers and Stewards, and new employee FAQs that explain this Agreement. The Union New Hire Packet will be furnished by the Union and shall not contain anything that disparages the Employer, the building, the client or any individual affiliated with the Employer, the building, or the client. Upon the employee's completion of a membership application during the new hire process, the Employer shall collect the membership application and transmit it to the Union. In the event the new hire refuses to sign, the Employer will refer the new hire to the Union and notify the Union in the monthly dues check-off report.

ARTICLE 6 – WAGES, HOURS, AND OVERTIME:

Section 1, Wages:

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

Section 2, Paycheck Protection:

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

Section 3, Work Week:

The Employer shall be free to fix the hours of employment, provided that a normal work week for full-time employees shall consist of forty (40) hours divided into five (5) days of eight (8) hours each. Employees shall be scheduled two (2) consecutive days off in each work week. Employees may be scheduled for non-consecutive days off by mutual agreement between the Employer and the employee. The Employer shall establish and maintain an official work week indicating the weekly start and end days and times. The Employer shall post this schedule in a conspicuous place on the Employer’s premises, at the worksite where possible and with a copy to the Union. Nothing contained in this Section shall be construed as a guarantee of any hours of work.

Section 4, Payment of Wages

- A. All wages shall be paid by check. Such check shall specify the total number of hours worked, and contain an itemized list of all deductions.
- B. In no event shall any pay period be changed where either the intent or effect is to avoid the payment of overtime.
- C. Employee’s accurate and up-to-date: sick time, PTO (if applicable), vacation, and any and all other accruals shall be printed on his/her paystubs. Alternately, the Employer may include a separate print out showing accruals, to be issued with the paycheck, once per month.

Section 5, Training Wages:

All employees shall be compensated at their regular rate of pay for any non-new-hire training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training. Newly hired employees may be compensated by the Employer for their initial forty (40) hours at the Employer designated training rate, provided said rates are in compliance with the requirements of the California Labor Code.

Section 6, Availability of Paychecks

- A. Paychecks shall be made available at the job location or mailed to the employee or the employee may, at employee's option, pick up his/her own check on his/her own time at the Employer's place of business. In the event the employee elects to pick up his/her own check on his/her own time at the Employer's place of business, then the Employer agrees to post a schedule of check pick-up and to provide both the employee and the Union with a copy of the check pick-up schedule.
- B. Paychecks shall be made available to the employee, or placed in the mail no later than four (4) office workdays after the close of the pay period. Each employee shall be notified when his/her pay period ends.
- C. Employees will have the option to have paychecks deposited via direct deposit, provided the Employer has the capacity to provide direct deposit.

Section 7, Breaks:

- (a) The Employer agrees to allow each and every employee a ten (10) minute paid rest break for each four (4) hours worked, or major fraction thereof, plus a thirty (30) minute unpaid lunch break during any shift lasting six (6) hours or more.
- (b) Employees who work shifts lasting more than five (5) hours shall be entitled to one paid rest break, and one thirty (30) minute unpaid lunch break. Lunches shall be taken as close to the middle of the shift as practicable.
- (c) Employees who work shifts less than five (5) hours or less but more than two (2) hours shall be entitled to one paid rest break.
- (d) Breaks shall be taken as close to the middle of each half-shift as possible.
- (e) Lunches shall be taken as close to the middle of each shift as practicable.

Section 8, Minimum Hours:

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

The exception to the above is any of the following:

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

Section 9, Exchange and Donation of Shifts:

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

Section 10, Split Shifts:

There shall be no split shifts.

Section 11, Payment While on Premises:

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

Section 12, Payment for Travel:

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

B. Travel time, as defined in paragraph A of this Section, shall be counted as time worked for purposes of computing the total daily and weekly hours worked and any overtime premium, where applicable.

C. In determining time worked for the Employer, the period of employment shall begin at the time the employee is required to report either at the Employer's office or at the job location, whichever is earlier, and shall include time traveled from a job location back to the office, if so required by the Employer.

D. Each employee who is required by the Employer to furnish his/her own vehicle to carry any equipment or supplies between locations shall be reimbursed for use of the vehicle for each required mile driven at the rate set by the Internal Revenue Service of the US Department Of The Treasury (IRS). Whenever the IRS increases or decreases the amount of mileage reimbursement exempt from declaration as income, the Employer shall increase or decrease the rate of mileage reimbursement equal to the new IRS guidelines, effective upon issuance of the new rate.

E. All payments made to the employee to reimburse him/her for the use of his/her own vehicle shall be paid at each pay period, either by separate check or together with the payroll check with the amount of such reimbursement itemized on the payroll check stubs.

F. Should an employee receive a traffic citation while using his/her own vehicle at the requirement of the Employer, the circumstances of the citation will be investigated by the Union and the Employer. Whether the Employer or the employee will be responsible for any payments will be determined by mutual Agreement between the Union and the Employer.

Section 13, Overtime:

For overtime calculations, eight (8) hours of labor constitutes a day's work, and employment beyond eight (8) hours in any workday, more than forty (40) hours in any workweek, or more than six (6) days in any workweek provided the employee is compensated for the overtime at not less than:

A. One and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, for all hours worked over forty (40) in a workweek, and for the first eight (8) hours worked on the seventh (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 twelve (12) hours in any workday and for all hours worked in excess of eight (8) on the seventh (7th) consecutive day of work in a workweek.

There shall be no pyramiding of overtime hours.

Section 14, Shift Bids, Unanticipated Changes in Service Levels and Schedule Change Process:

- a) Shift Bids. Shift Bids and Schedule Changes shall be handled according to the following process:

Step 1. The Employer shall notify a shop steward, or a different representative of the Union if the Union has designated such in writing, by email of its intent to conduct a shift bid or schedule change and provide the following information in writing:

- i. Explanation of the need for a new shift schedule,
- ii. Proposed new shift schedule,
- iii. Current shift schedules,
- iv. Pertinent seniority list(s),
- v. Any changes in flight schedules or other work specifications, if available and if applicable, and
- vi. The Employer shall provide independently verifiable documentation of the need for the proposed changes, if available.

The Union shall have up to seven (7) calendar days to review and discuss the proposed shift bid with the Employer and the Employer agrees to consider any reasonable requests made by the Union. If the proposed changes do not reasonably reflect the explanation or documentation, the Union will have the right to grieve.

Step 2. No later than seven (7) calendar days from the date of the Employer's notice to the Union of its intent to conduct a shift bid, the Employer shall post the Shift Bid for review by bargaining unit members, together with the pertinent seniority list(s). The Employer and the Union shall attempt to notify employees who are on authorized leave that there has been a shift bid posted.

The employees shall have no more than seven (7) calendar days to select their shifts following the date the Employer posts the Shift Bid.

Step 3. The new shifts will become effective no earlier than seven (7) calendar days after all affected employees have selected their shifts, or seven (7) calendar days following the date the Employer posted the Shift Bid, whichever comes first.

- b) Unanticipated Changes in Service Levels. When unanticipated changes in service levels necessitates the Employer to reduce regularly scheduled hours, the Employer will provide no less than forty eight (48) hours advance notification in writing to the Union. The Union, upon receiving effective notice of such proposed change, agrees to meet with the Employer concerning a reduction in total hours of work at that job location and no reasonable request shall be denied by the Union. Upon request, the Employer shall provide independently verifiable documentation of the need for any proposed reductions, if available. Any reductions required shall be applied in order of Site Seniority within the affected classification(s).

c) Temporary Schedule Change Process. When unplanned flight delays or cancellations result in a temporary reduction in the need for service, the Employer may make corresponding reduction in schedules on the impacted shift(s) or work group(s), provided said reductions are applied in order of Site Seniority.

Section 15, Bargaining Unit Work:

Except in case of bona fide emergency, the Employer agrees that only employees covered by this Agreement shall be allowed to replace and/or relieve the duties of other bargaining unit employees, except to meet an immediate short-term need (less than four (4) hours) or for a one-time specific assignment to ensure the security and safety of the traveling public or law enforcement, so long as no bargaining unit employees lose employment.

Section 16, Maintenance of Conditions:

Unless provided for by this Agreement, the Employer shall not reduce the number of employees, the hours worked or rates of pay of any employee at any job location because of the execution of the Agreement. No employee shall have their hourly wages or benefits reduced because of the execution of this Agreement.

Section 17, Definition of Full Time Employee:

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

ARTICLE 7 – HEALTH CARE:

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

Section 1, Contributions:

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

Section 2, Trust Fund:

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

Section 3, Coverage:

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

- a. Report of Eligible and Qualifying Employees. Between the first (1st) and the fifteenth (15th) day of each calendar month, the Employer shall, except as prohibited by law, submit a list to the Trust Fund containing the name, address and social security number of each eligible and qualifying employee indicating the number of hours paid to each employee in the previous calendar month.

- b. Qualifying hours for continuing full-time employees will be one hundred and twenty (120) hours in the previous calendar month to provide Health and Welfare coverage the following month after contribution has been received by the Trust Fund. Paid holidays and paid sick leave shall be included in computing qualifying hours. Paid vacation also shall be included in computing qualifying hours with the following exception. Employees hired on or after July 1, 2013 shall be covered under the provisions of Section 4 Eligibility paragraph (a) of this Article.

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

- c.i. Except as may be provided otherwise in this Article, when an employee who was hired prior to July 1st, 2015 first qualifies for health and welfare coverage, effective initially with May 2017 work hours/payroll due June 2017 for coverage in July 2017 and thereafter, the Employer shall contribute on behalf of each qualifying employee the cost of Kaiser Bronze Plan "5808" employee-only benefit package as set forth below, until the employee completes thirty-six (36) months of employment.

Upon the employee's completion of thirty-six (36) months of employment, the Employer shall contribute on behalf of the employee and his/her enrolled dependents the cost of Kaiser "C-7" benefit package as set forth below.

For example, an employee hired on June 1st of 2015 will who did not become full time until January 1st of 2017 will complete six (6) consecutive months of one hundred and twenty (120) hours on June 30th of 2017 and will first qualify for health and welfare contributions in July of 2017. The employer contribution would be due by no later than the 20th of July 2017 for the employee's Kaiser Bronze coverage in August 2017; upon the employee's completion of thirty-six 36 months of employment on May 31st of 2018, the employer contribution would be due by no later than the 20th day of June 2018 for the employee's Kaiser C-7 coverage in July 2018.

LENGTH OF SERVICE	RATE as of 8/1/24 for 7/24 hours		BENEFITS
Prior to completion of 36 months of employment	\$488.40		<ul style="list-style-type: none"> • Kaiser 5808 benefits with \$4500 individual annual deductible, 40% coinsurance for office visit, 40% coinsurance after deductible for ER, 30% coinsurance for each generic Rx /40% coinsurance for each brand name Rx • Delta Care USA CAC31 • Vision Service Plan C • \$5,000 Member-Only Life Insurance
After the completion of 36 months of employment	Composite -OR- Tiered EE Only Tiered EE+1 Tiered EE+F	\$1274.60 -OR- \$772.16 \$1497.20 \$2095.04	<ul style="list-style-type: none"> • Kaiser C-7 benefits with \$20 office visit copay, \$50 ER, \$10 generic Rx copay/\$20 brand name Rx copay • Liberty Dental LR-100 • Vision Service Plan C • \$5,000 Life Insurance

c.ii. New Employee Coverage

Except as may be provided otherwise in this Article, when an employee who was hired on or after July 1st 2013 first qualifies for health and welfare coverage, the Employer shall, for the anniversary year commencing with May 2017 work hours/payroll due June 2017 for coverage in July 2017, contribute on behalf of each qualifying employee the cost of Kaiser Bronze Plan “5808” employee-only benefit package as set forth below until the employee completes thirty-six (36) months of employment;

Upon the employee’s completion of thirty-six (36) months of employment, the Employer shall contribute on behalf of the employee the cost of Kaiser Silver Plan “6761” employee-only benefit package as set forth below until the employee completes forty-eight (48) months of employment;

Upon the employee’s completion of forty-eight (48) months of employment, the Employer shall contribute on behalf of the employee and his/her enrolled dependents the cost of Kaiser Silver Plan “6761” benefit package as set forth below until the employee completes sixty (60) months of employment;

Upon the employee’s completion of sixty (60) months of employment, the Employer shall contribute on behalf of the employee and his/her enrolled dependents the cost Kaiser Gold Plan “C-9” benefit package as set forth below.

LENGTH OF SERVICE	RATE as of 6/1/23 for 5/23 hours		BENEFITS
Upon completion of 8 months of employment up to 36 months ¹	\$488.40		<ul style="list-style-type: none"> • Kaiser Bronze 5808 benefits with \$4500 individual annual deductible, 40% coinsurance for office visit, 40% coinsurance after deductible for ER, 30% coinsurance for each generic Rx /40% coinsurance for each brand name Rx • Delta Care USA CAC31 • Vision Service Plan C • \$5,000 Member-Only Life Insurance
After the completion of 36 months of employment up to 47 months	\$610.40		<ul style="list-style-type: none"> • Kaiser Silver 6761 benefits with \$1000 individual annual deductible, \$40 office visit copay, 30% coinsurance after deductible for ER, \$25 generic Rx copay/\$50 brand name Rx copay • Delta Care USA CAC31 • Vision Service Plan C • \$5,000 Member-Only Life Insurance
After the completion of 48 months of employment up to 59 months	Tiered EE Only Tiered EE+1 Tiered EE+F	\$610.40 \$1201.40 \$1685.40	<ul style="list-style-type: none"> • Kaiser Silver 6761 benefits with \$1000 individual annual deductible, \$40 office visit copay, 30% coinsurance after deductible for ER, \$25 generic Rx copay/\$50 brand name Rx copay • Delta Care USA CAC31 • Vision Service Plan C • \$5,000 Life Insurance
After the completion of 60 months of employment	Composite -OR- Tiered EE Only Tiered EE+1 Tiered EE+F	\$1174.96 -OR- \$705.38 \$1383.78 \$1941.03	<ul style="list-style-type: none"> • Kaiser C-9 benefits with \$30 office visit copay, \$125 ER, \$15 generic Rx copay/\$35 brand name Rx copay • Delta Care USA CAC31 • Vision Service Plan C • \$5,000 Life Insurance

c.iii. **Opt-Up:** Except as may be provided otherwise in this Article, Employees may, on a voluntary basis, indicate to the Employer and the Trust Fund, at the time of enrollment, on a form provided by the Trust Fund that they wish to “Opt-Up” to the -health & welfare package shown in Article 7, Section 3.b above. The “Opt-Up” provision is optional only to the Employee and not the Employer. For Employees who choose to “Opt Up”, the Employer will charge the Employee a premium as calculated below through payroll deductions as permitted by Section 224 of the California Labor Code; in the first paycheck of the calendar month, for every month in which the Employee is eligible for health coverage and has “Opted Up” through the California Service Employees Health and Welfare Trust Fund. It is understood that the “Opt Up” status and the accompanying payroll premium deduction will be effective in the month following the receipt of the appropriate documents by the Trust Fund office from the participant.

¹, subject to Article 7 Section 4.a.: Employees hired on or after July 1, 2013 must work eight (8) calendar months and be paid no less than one hundred and twenty (120) hours per month for six (6) consecutive months to become eligible for their initial contribution to the Trust for health and welfare coverage.

For employees who choose to “Opt Up” from Plan 5808 to Plan 6761, the Employer will charge the employee a premium calculated as the difference between the Employee-Only contribution for Plan 5808 and the Employee-Only contribution for Plan 6761 through payroll deduction. Employees who choose to “Opt Up” into Plan 6761 for any dependents will pay for 50% of the additional cost above the 5808 Employee-Only contribution through payroll deduction as permitted by Section 224 of the California Labor Code and the Employer will pay the remaining 50% of the additional cost;

For employees who choose to “Opt Up” from Plan 6761 to Kaiser C-9, the Employer will charge the employee a premium calculated as the difference between the Employee-Only contribution for Plan 6761 and the Employee-Only contribution for Plan C-9 through payroll deduction as permitted by Section 224 of the California Labor Code. Employees who choose to “Opt Up” into Plan C-9 for any dependents will pay for 50% of the additional cost above the 6761 Employee-Only contribution through payroll deduction as permitted by Section 224 of the California Labor Code and the Employer will pay the remaining 50% of the additional cost;

For employees with enrolled dependents who choose to “Opt Up” from Plan 6761 to Kaiser C-9, the Employer will charge the employee a premium calculated as fifty percent (50%) of the additional cost above the Plan 6761 contribution through payroll deduction as permitted by Section 224 of the California Labor Code and the Employer will pay the remaining 50% of the additional cost.

The Employer is hereby authorized to make the payroll deduction necessary as permitted by Section 224 of the California Labor Code; in the first paycheck of the calendar month, for every month in which the employee is eligible for health coverage and has “Opted Up” through the California Service Employees Health and Welfare Trust Fund.

- c.iv. Opt-Down: Employees who are otherwise eligible for Kaiser Plan “C-7” or Kaiser Plan “C-9” may on a voluntary basis, indicate to the Employer and the Trust Fund, at the time of enrollment, on a form to be provided by the Trust Fund that they wish to “Opt Down” to the health & welfare package shown in Article 7, Section b above. Employees wishing to Opt Down-must complete and provide the required form to their Employer and to the Trust Fund Office by no later than June 15th, 2017. Thereafter, Employees wishing to Opt Down must complete and provide the required documentation to their Employer and to the Trust Fund Office during the month of January of each calendar year and no later than thirty (30) days when the employee first qualifies for health and welfare coverage. Once an Employee has Opted Down, that Employee may not change group health coverage through California Service Employees Health and Welfare Trust Fund again until the following calendar year in January and no later than the tenth (10th) day.

Opt-Down Premium. For Employees who Opt Down from either the Kaiser C-7 or the Kaiser C-9 to Kaiser Plan “5808” employee-only coverage, the Employer will pay, in the first paycheck of the calendar month, a premium of \$250 per month for every month in which the Employee is

otherwise eligible for health coverage and has Opted Down to Kaiser Plan “5808” employee-only coverage through the California Service Employees Health and Welfare Trust Fund.

For Employees who Opt Down from either the Kaiser C-7 or the Kaiser C-9 to Kaiser Plan “6761” employee-only coverage, the Employer will pay, in the first paycheck of the calendar month, a premium of \$200 per month for every month in which the Employee is otherwise eligible for health coverage and has Opted Down to Kaiser Plan “6761” employee-only coverage through the California Service Employees Health and Welfare Trust Fund.

For Employees who Opt Down from either the Kaiser C-7 or the Kaiser C-9 to Kaiser Plan “6761” employee-and-dependent coverage, the Employer will pay, in the first paycheck of the calendar month, a premium of \$65 per month for every month in which the Employee is otherwise eligible for health coverage and has Opted Down to Kaiser Plan “6761” employee-and-dependent coverage through the California Service Employees Health and Welfare Trust Fund.

It is understood that the Opt-Down status will be effective in the following month after the receipt of the appropriate documents by the Trust Fund office from the participant.

- d. Base Premiums: Said amounts referenced in Article 7, Section 3.1 and 3.2 above shall constitute base premiums for the rate year beginning August 1, 2024 and ending June 30th, 2025. Commencing with May 2025 work hours and thereafter, the Employer shall pay such greater amounts, if any, pursuant to Article 7, Section 3(e) and 3(f) below, as determined by the Trustees to be necessary to maintain the benefits in the plans provided by the Trust, or such successor plans which may be adopted by the Trustees after May 1, 2025. These greater amounts shall constitute base premiums for each succeeding plan year, subject to the terms of Article 7, Section 3(e) below.

- e. Maintenance of Benefits: It is agreed that the employee benefits established hereunder for all employees receiving such benefits during the term of this Agreement, shall be maintained for the life of this Agreement. In the event that the Trustees of the Trust (“Trust”) referred to in Article 7, Section 1 above determine that it is necessary to increase premiums above the base premium in order to maintain the benefits which were in effect on July 1, 2024, or which may be adopted hereafter by the Employer and the Union, the Employer shall, during each anniversary year and each anniversary date of this Agreement thereafter, commencing with May 2024 work hours, pay up to six percent (6%) of any such premium increase over the prior plan year’s base premium. Any premium increase in excess of six percent (6%), but less than twelve percent (12%) over the prior plan year’s base premium in any contract anniversary year commencing with May 2024 work hours shall be paid from the reserves of the Trust. Any premium increase in excess of 12% over the prior plan year’s base premium in any contract anniversary year shall be shared equally between the Employer and affected employees through payroll deductions as permitted by Section 224 of the California Labor Code. Premium increases subject to payment from Trust Fund reserves that are in excess of six (6%) percent of the annually adjusted base premium are subject to the Plan Consultant certifying by March 1st of each rate year that the reserves of the Trust, estimated from the most recent financials available as of December 31 of the preceding year and

health care premiums, will equal or exceed twelve (12) months, through April 30th of the following year. Further, the Trustees require an annual review of premium increases that are subject to payment from Trust Fund reserves. In addition to the Plan Consultant's certification, the Trustees of the Trust require a fully executed Agreement between the Union and Employer, annual review of premium increases subject to payment from Trust Fund reserves, and the Trust reserves the right to rescind coverage for non-payment of contributions by the employer to the Trust. A fully executed copy of this Agreement must be on file with the Trust Fund before a subsidy can be given. The contract anniversary year by example of this Agreement is May 01, 2024 and each May 01 thereafter through May 01, 2025. The Trustees have agreed to continue the subsidy through June 2025 payment based on May 2025 work hours for July 2025 coverage.

- f. In the event the Trust Consultant is unable to certify the maintenance of at least the above mentioned 12-month reserve level, any premium increase above six (6%) percent shall be shared equally between the Employer and affected employees through payroll deductions as permitted by Section 224 of the California Labor Code; provided, however, that the employer and the union may by mutual agreement enter into non-binding discussions with respect to the lowering of health and welfare plan premiums or some other arrangement for sharing of plan increases above six (6%) percent. The employer and the union agree that any such mutually agreeable changes shall be reduced into writing and incorporated by reference into this Agreement.
- g. Opt-Out: Employees who have completed the eligibility waiting period to qualify for either the Plan C-7 or Plan C-9 coverage and who can provide credible written proof of other coverage through another employer, a spouse or family member's plan, the US Department of Veterans Affairs, Medicare, or any other coverage which the Trust Fund may indicate in writing to be acceptable, may opt out of the health and welfare benefits described in this Article. Employees wishing to opt out—must provide the required documentation of alternate coverage to their Employer and to the Trust Fund Office by no later than thirty (30) days when the employee first qualifies for health & welfare coverage. Once an Employee has opted out of coverage, that Employee may not enroll again for group health coverage through California Service Employees Health and Welfare Trust Fund, unless the Employee has a “qualifying event”, in which case the Employee may enroll within two calendar months of the date when the Employee became aware of the qualifying event. Qualifying events include marriage, divorce, loss of an existing source of other health care coverage, and birth or adoption of a child under the age of 26 years. Eligibility to re-enroll due to a qualifying event shall be determined by the Trust Fund's plan rules and this contract's eligibility requirements.

Employees who have completed the eligibility waiting period to qualify for the Bronze Plan 5808 or the Silver Plan 6761 may Opt Out of the health and welfare benefits described in this Article without proof of other coverage. Once an employee has opted out of coverage, that employee may not enroll again for group health coverage through California Service Employees Health and Welfare Trust Fund unless the employee has a “qualifying event” as described above. Eligibility to re-enroll due to a qualifying event shall be determined by the Trust Fund's plan rules and this contract's eligibility requirements.

Opt-Out Premium (Administered by the Employer). For Employees who opt out of Plan C-7 or Plan C-9 coverage, the Employer will pay, in the first paycheck of the calendar month, a premium of \$300 per month for every month in which the Employee is otherwise eligible for other health coverage and has opted out of coverage through the California Service Employees Health and Welfare Trust Fund.

For employees who Opt Out of Silver Plan “6761” coverage, the Employer will pay, in the first paycheck of the calendar month, a premium of \$260 per month for every month in which the employee is otherwise eligible for other health coverage and has opted out of coverage through the California Service Employees Health and Welfare Trust Fund.

For employees who Opt Out of Bronze Plan “5808” coverage, the Employer will pay, in the first paycheck of the calendar month, a premium of \$225 per month for every month in which the employee is otherwise eligible for other health coverage and has opted out of coverage through the California Service Employees Health and Welfare Trust Fund.

It is understood that the opt-out status will be effective in the following month after the receipt of the appropriate documents by the Trust Fund office from the participant.

- h. Annual Rate Selection: Effective January 1st, 2018 and annually until January 1, 2022, for hours worked in January, the Employer shall have until February 15th of each calendar year to notify the Trust Fund in writing whether it will pay monthly to the Trust Fund the Composite or the Tiered rates for the following month’s (March) contribution, as indicated in paragraph 3.c.i and 3.c.ii above for each eligible employee and their eligible dependents enrolled in the plan provided by the Trust Fund. The Employer must indicate whether they will use the Composite rate or the Tiered rates for all Employees. The Employer may not use the Composite rate for some Employees and the Tiered rates for others, except as indicated in Rate Selection for Accounts Acquired from Other Signatories below. Once the Employer has indicated their rate selection, that Employer may not change that rate selection until the following calendar year in February and by no later than the 10th day.
- i. Subject to paragraph c above, it is agreed that the Employee benefits established hereunder for all employees receiving such benefits during the term of this Agreement, shall be maintained through the contributions due in June 2024 for May 2024 hours.
- j. Each calendar year during the term of this Agreement the Trustees shall provide the Employer with written notice of the monthly premium per employee which shall be effective no sooner than sixty (60) calendar days following service of such notice, and shall continue through such calendar year, subject to paragraphs 7.3.c, 7.3.d, e and 7.3.f of this Article. The Employer’s obligation to pay increased premiums during any calendar year shall be conditioned upon receipt of above-referenced sixty (60) calendar days advance written notice of any premium change, or sixty (60) calendar days prior to any premium change occurring during a calendar year in which a premium increase has previously been implemented by the Trustees. A copy of such notice shall be served contemporaneously on the Union.

Section 4, Eligibility:

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

a. Initial Eligibility for Contributions, New Employees:

Employees hired on or after July 1, 2013 must work eight (8) calendar months and be paid no less than one hundred and twenty (120) hours per month for six (6) consecutive months to become eligible for their initial contribution to the Trust for health and welfare coverage. Initial contribution shall be made during the first (1st) calendar month following completion of both eight (8) calendar months of employment and six (6) consecutive months of payment of no less than one hundred and twenty (120) hours per month in order for coverage to begin no later than the first (1st) day of the second (2nd) calendar month following completion of these initial eligibility requirements.

For example, an Employee hired on July 1st, 2017 will complete eight (8) calendar months of employment on February 28th, 2018. If this employee has been paid no less than one hundred and twenty (120) hours per month for six (6) consecutive months between July 1st, 2017 and February 28th, 2018, then the Employer shall submit payment to the Trust on behalf of this employee by no later than the twentieth (20th) day of March of 2018 for the employee's coverage to begin on April 1st, 2018.

An Employee hired on July 1st, 2017 will complete eight (8) calendar months of employment on February 28th, 2018. If this employee does not complete six (6) consecutive months of payment for at least one hundred and twenty (120) hours per month until May 1st, 2018, then the Employer shall submit payment to the Trust on behalf of this employee by no later than the twentieth (20th) day of June of 2018 for the employee's coverage to begin on July 1st, 2018

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

- 1) Minimum qualifying hours for continuing eligibility for health and welfare contributions is one hundred and twenty (120) hours or more per calendar month, measured from the first (1st) day of each calendar month.
- 2) The Employer will submit contributions to the Trust by no later than the twentieth (20th) day of the calendar month of any month in which the employee has been paid one hundred and twenty (120) hours or more per month during the previous calendar month. Paid vacation, paid holidays and paid sick leave shall be included in computing qualifying hours in the week in which the employee would have normally worked such hours. Paid vacation also shall be included in computing qualifying hours with the following exception. If the Employer has paid to an employee at the employee's request accrued vacation pay in advance of the week(s) in which the employee takes the corresponding vacation time, such pre-paid vacation pay shall not count in computing the qualifying hours of the employee for the month or months in which it is paid,

including for the purpose of determining Employer overpayments or underpayments. At the employee's written request such vacation hours shall be credited toward eligibility for the week(s) that the employee actually takes time off from work. The employee shall inform the Employer, in writing, as to when they shall actually take time off from work. Vacation and Sick Leave cash-outs, when an employee is terminated or laid-off, are also to be included in computing qualifying hours in the month it is paid to the employee.

For example, if an employee has worked one hundred and twenty (120) hours in the month of July 2017, then the Employer shall submit contributions to the Trust for that employee's health and welfare coverage by no later than August 20th of 2017, for coverage effective on September 1st of 2017.

- 3) Look Back & Stability Periods: Beginning on December 1st of 2017 and annually thereafter for the life of this Agreement, the Employer shall continue to submit monthly contributions to the Trust in the months of December 2017 through May 2018, regardless of hours paid or worked, for any employee who qualified for health and welfare contributions during the months of September, October and November 2017 and is an active duty employee or on an authorized leave for which medical benefits are contractually protected. For any otherwise eligible employee who does not qualify for health and welfare contributions during the months of September, October and November 2017 and annually thereafter, the minimum qualifying hours for continuing eligibility will be as described in Section b, above, of "Continuing Eligibility for Benefits" for the months of December 2017 through May 2018 and annually thereafter. During the months of June 2018 through November 2018 and annually thereafter, the minimum qualifying hours for continuing eligibility will be as described in Section b, above, of "Continuing Eligibility for Benefits".
- 4) Any employee who has worked and/or been paid for the equivalent, or more, of the qualifying hours (as specified in this Article) in the preceding calendar week and who is on a leave pursuant to the Federal or California Family Leave Act (FMLA) and does not work and is not paid for the necessary number of qualifying hours in that week or consecutive subsequent weeks while on FMLA leave shall have his/her Health and Welfare contributions made by the Employer as if the Employee had worked and/or been paid for the qualifying hours.
- 5) Bidding and Change of Contractor: When an Employer signatory to this Agreement takes over a service contract from another signatory Employer, the following terms shall apply:
 - a) Rate Selection: When, during the life of this Agreement, the Employer acquires a service contract at LAX from another signatory Employer and the rate selection (Tiered or Composite) in place for employees under that service contract ('acquired account') is different from the Employer's current rate selection, the Employer must indicate in writing to the Trust by no later than the 15th of the first month in which premium payments become due whether the Employer will maintain the rate selection then in place for the acquired account.

b) Incoming Employer: Continuing employees who were eligible and had not opted out of coverage as of the date the incoming signatory takes over the service contract shall be eligible for contributions by the Incoming Employer in the second and third calendar months of employment with the Incoming Employer. Once these employees have completed thirty (30) days on payroll with the Incoming Employer, the eligibility requirements outlined in Article 7, Section 4a and 4b above shall apply. Continuing employees who were eligible and had opted out of coverage as of the date the incoming signatory takes over the service contract shall maintain their "opt-out" status with the Incoming Employer.

6) Employee Forms: During the same calendar month in which the Employer submits the first contribution to the Trust for an employee, the Employer will provide the employee with health & welfare forms from the Trust for enrollment, Opt-Up, Opt-Down and Opt-Out. The Trust will make such forms available to the Employer upon request.

Section 5, Preservation of Full Time Work:

- a) Where an Employer can demonstrate that the client demands shifts of less than full-time hours among the Employer's current service contracts, the Employer will provide advance notification in writing to the Union. The Employer will notify the Union as far in advance as reasonably possible, but in no case less than two (2) business days of receipt of the client request. Any Employer proposal to establish shifts of less than full-time hours shall include a plan to ensure the maximum number of full-time shifts as the client's demands will allow. The Union, upon receiving effective notice of such operational demands, agrees to meet with the Employer concerning the proposed shifts at that job location and no reasonable request shall be denied by the Union.
- b) Except as indicated in Sections 5a and 5c of this Article 7, the Employer agrees not to exceed a total percentage of 15% part-time positions, or the percentage of part-time positions indicated in the employee census information provided in 2013 bargaining for this Agreement, whichever is greater.
- c) Seasonal and/or temporary hires (not to exceed a total of five hundred and twenty (520) hours on payroll) who are working part-time shall not be counted in determining the Employer's overall percentage of part-time positions on payroll. Employees working part-time in new service contracts or new expansions of existing contracts acquired after July 1, 2013 shall not count in determining the Employer's overall percentage of part-time positions on payroll.

ARTICLE 8 – PENSION:

- A. The Employer, effective October 1, 2008 agrees to contribute to the SEIU National Industry Pension Fund each month a sum based on a certain cents-per-hour contribution for each hour paid for and/ or worked by all employees who have completed six (6) months of employment for the purpose of maintaining the pension plan. The Employer will, effective January 1, 2023, make such contributions for all employees who have completed ninety (90) days of employment. The contribution amount shall be fifteen cents (\$0.15) per hour for all hours worked and/or paid (paid vacations, sick leave and holidays shall be

counted as hours worked) up to a maximum of eight (8) hours per day, forty (40) hours per week, subject to the pension plan preferred rehabilitation per H. below.

- B. The Employer shall pay on or before the fifteenth (15th) day of each month the contribution for all hours paid during the preceding calendar month, and shall continue the same for the life of the Agreement. Such payments shall be made to the Trustees of the SEIU National Industry Pension Fund, 11 DuPont Circle NW, Suite 900, Washington, DC 20036.
- C. The payroll records and time sheets of the Employer shall be open for inspection by any authorized representatives designated by the pension plan Trustees.
- D. If the Employer fails to make any contribution required hereunder, any affected employee or the Union to which he/she belongs acting on his/her behalf may, without proceeding through the grievance and arbitration procedure(s) of this contract, file a suit or action in any court of competent jurisdiction to enforce such contributions, and as a part of the judgment in such suit or action, the court shall reward a reasonable amount as and for attorney fees and court costs.
- E. The Employer hereby acknowledges that he/she agrees to be bound by all provisions of that certain Agreement and Declaration and Trust dated February 15, 1953, establishing the said SEIU National Industry Pension Fund and further hereby becomes a party to said Agreement and Declaration of Trust. The Employer acknowledges that he/she has been given a copy of said instrument.
- F. The Employer shall comply with all of the provisions of the Pension Plan and Trust and shall maintain, furnish and make available for audit the Employer's Los Angeles office such data and records as the Trustees may require, as provided in the Trust Indenture and Plan.
- G. Employees of the Employer working at job locations covered under Appendix "C" of this Agreement are excluded from the provisions of this Article.
- H. Pension Plan Rehabilitation
 With respect to pension contributions, the parties agree to provide the minimum increases so as to comply with the "preferred schedule" adopted by the Trustees of the SEIU National Industry Pension Fund in the rehabilitation plan adopted by the said Trustees in or about December, 2009 pension contributions and preferred schedule rehabilitation plan.

Pension contribution rates per Preferred Rehabilitation Plan

Effective Date	7/1/2021	7/1/2022	7/1/2023
Base Rate per hour	\$0.15	\$0.15	\$0.15
Supplemental Contribution per hour	150.00%	169.40%	169.40%
Supplemental Contribution - cents per hour	\$0.2250	\$0.2541	\$0.2541
Total hourly contribution	\$0.3750	\$0.4041	\$0.4041

ARTICLE 9 – SENIORITY:

Section 1, Definitions and Applications:

- A. Seniority shall prevail on the anniversary date of employment, as defined below for all Employees covered by this Agreement. In the event of any change of Employer at any job location covered by this Agreement, the original date of hire of each Employee at the job location, in the event of more than one change of Employer, shall constitute the beginning of the seniority of such Employee and shall apply to all benefits set forth in this Agreement.
- B. Tie-breaker. In cases where two or more employees have the same seniority date, the Employer will refer to the last four (4) digits of the employees' Social Security Numbers. The employee with the highest four (4) digit number will have first preference, the next highest second preference and so on.
- C. So far as practicable, the Employer will observe shift preference according to seniority, and so far as practicable will observe seniority in the assignment of vacation periods. Exercise of shift preference and the assignment of vacation periods by seniority shall not be permitted to interfere with the efficiency of operations.

Section 2, Seniority List:

There shall be a seniority list posted at a conspicuous place on the Employer's premises with a copy furnished to the Union. Any who questions his seniority date must notify the Union and the Employer within thirty (30) days of the posting date.

Section 3, Transfer Requests and Promotions:

All open positions within the bargaining unit by terminal/satellite and all positions having direct supervisory duties over the bargaining unit will be posted for a 72-hours period to allow all employees an opportunity to vie for a particular position, excluding Saturday's Sundays and holidays. Postings will include the following information when posted: shift by hour, days off, classification and pay differentials if any. The winning bidder that is awarded the position as posted will be obligated to accept the position that he/she bid on. Decisions will be based on seniority, but ability, experience with specific job routines and skill will also become factors in the placing of individuals. The company shall be the sole judge as to all factors other than seniority.

Section 4, Loss of Seniority:

- A. Seniority shall be broken for any of the following reasons. In such circumstances, the employee shall be considered a new employee for all purposes, if and when rehired into the bargaining unit:
 - i. Resignation or other voluntary termination of employment, or
 - ii. Discharge for just cause, or
 - iii. Continuous employment outside of the bargaining unit with the same Employer for more than 180 days, or
 - iv. Failure to return to work within seven (7) calendar days after the postmark of Employer's written notice to return to work, unless the Employer and Union agree to extend this time period. Such notice shall be deemed to sufficiently given if sent to the employee by a reliable, documented, means to the last address given by the employee to management, or

- v. Continuous layoff which began on or before December 31, 2021, or
 - vi. For any employee laid off on or after January 1, 2022, continuous layoff for a period beyond 180 days from the date of layoff, and in the case of layoffs related to COVID or other declared public health emergency or natural disaster for twenty-four (24) months, or for a period equal to the employee's length of service, whichever is shorter.
- B. Absence of ninety (90) days or less due to illness or injury, bereavement, or sick leave shall be considered as time worked for purposes of seniority, including vacation and PTO accrual and sick leave benefits. In the event such leaves of absence exceed ninety (90) days, the employee's former seniority shall be restored upon his/her return to work but no seniority shall have accrued during the period of absence in excess of ninety (90) days.
- C. It is agreed that there shall be no inter-terminal/satellite "bumping rights" except in the event of layoffs.
- D. Upon transfer from one terminal/satellite to another, an employee shall enjoy full seniority credit as provided for in Sections 9.1a and 9.1c, however, such employee may not immediately exercise any "bumping" rights within the terminal satellite, with regard to vacations, shift preference, regular days off or any other benefit or privilege tied to seniority. The employee may, however, upon any opportunity open to all employees, exercise the full privileges of his/her seniority.
- E. Intra terminal seniority rights may be exercised between otherwise qualified employees of a prime contractor and otherwise qualified employees of sub-contractors of the prime contractor; limited to the following circumstances: layoffs; reductions in staffing; and shift openings. In order to exercise the rights in this Section 9.4d an employee must have at least five (5) years seniority in the terminal in question.

Section 5, Recall:

Any employee who has been laid off on or after January 1, 2022 shall be eligible for recall for a period of 180 days or in the case of layoffs related to COVID or other declared public health emergency or natural disaster, for twenty-four (24) months. Employees on recall status shall retain their original date of hire for Seniority. Recalled employees must report to work within seven (7) calendar days after the postmark on the Employer's written notice to return to work, unless the Employer and the Union agree in writing to extend this time period. Effective January 1, 2023, for current employees who were laid off before January 1, 2022 due to COVID and actively employed as of June 1, 2022, the Employer agrees, for all contractual purposes moving forward from July 1, 2022, to honor the employee's seniority date at the time of the COVID-related layoff.

To protect his terminal/satellite seniority, it is the employee's responsibility to keep the Employer informed of his proper home address and telephone. If the employee changes his address, he shall notify the Employer by certified mail. At the time of layoff, each employee will be given an opportunity to write his correct address over his signature on the Employer's form furnished for that purpose, of which the employee shall receive a copy.

Section 6, Recall Priority:

If an opening occurs for an employee laid off on or after January 1, 2022, the Employer shall offer the position to qualified laid off employees on recall status in order of Seniority prior to offering the position to any other employee or new hire. The Employer must provide adequate training to any employee recalled into a classification new to that employee. If the most senior laid off employee lacks formal training or certification required to fill the open position immediately, the Employer may fill the position with the next most senior,

qualified employee and offer the laid off employee the necessary training and certification or direct the laid off employee to acceptable outside training resources or to the agency that issues the certification. If the laid off employee accepts the Employer's offer within three (3) business days, he or she shall present the Employer with evidence of completion of the necessary training and/or certification within three (3) days of completing the training or receiving the certification. The Employer will then reinstate the employee within ten (10) business days of proof of completion, by bumping a less senior employee if necessary. The employee shall remain eligible for future recall if the position offered is a new classification for the employee and the Employer fails to provide adequate training or the employee refuses the offer of training and certification. If the Employer fails to provide adequate training within seven (7) days of the employee's reinstatement, the employee shall have the right to return to layoff status and continue to retain their seniority and recall rights as described in this Article 9.

Section 7, Probationary Period:

The probationary period for new employees shall be ninety (90) calendar days of continuous employment. Probationary employees may be discharged without recourse to the grievance and arbitration procedures of Article 14. Discharged probationary employees shall not be eligible for recall. Upon completion of such probationary period, an employee shall accrue all seniority retroactively from the date of his or her hire. After ninety (90) days, he shall be considered to be a regular employee and his name shall be added to the seniority list for the location at which he is employed. His seniority shall then date from his first date of employment, and the employee shall be covered by all the terms and conditions of this Agreement. An employee's initial period of employment may not exceed one hundred twenty (120) calendar days.

Section 8, Overtime and Additional Hours:

Overtime shall be assigned on the basis of seniority, whenever possible.

Section 9, Mandatory Hours Beyond Regularly Scheduled Shifts:

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

1. Provide a minimum of two (2) hours advance notice of mandatory overtime, and if not given, the Employer shall not discipline employees for leaving work at the end of their regularly scheduled shift,
2. When providing such advance notice, the Employer will notify affected employees of the reason for the overtime and whatever information regarding the estimated length of overtime required that the airline or airport has made available to the Employer. If such information changes, the Employer will keep employees informed of such changes.
3. Offer such additional hours to workers in the classification that performs the required additional work, first to part-time employees by Classification Seniority, then to full-time employees by Classification Seniority on a rotating basis. If there are no volunteers, the Employer may require employees to perform the additional hours by reverse Classification Seniority.
4. Identify clearly the manager or supervisor with whom employees should address conflicts of schedule.
5. Not require employees to work mandatory overtime of twelve (12) hours or more for period of longer than three (3) consecutive days or totaling more than five (5) calendar days in any two (2) week period. Refusal to work beyond these maximum limits shall not be cause for discipline or discharge.

6. Not require employees to work mandatory shifts of more than ten (10) hours for periods of longer than four (4) consecutive days.

b) In all cases, it is the employee's responsibility to make a good faith effort to address conflicts due to responsibilities to care for a child or sick family member in order to accommodate the Employer's request.

c) The Employer shall not unreasonably deny requests to be released from the requirement to work additional hours in cases where the employee has been unable to resolve conflicts due to responsibilities to care for a child or sick family member.

ARTICLE 10 – ASSIGNING WORK:

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

ARTICLE 11 – LEAVES OF ABSENCE:

Section 1, Scheduling of ALL Time Off:

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

Section 2, Use of Accrued Paid Time Off (PTO) and 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 Paid Time Off (PTO), or vacation if applicable, for medical or non-medical leaves. Payment will be made in accordance

with the normal payroll procedures. An employee on a leave shall receive pay and paid benefits only if required by law or a provision of this Agreement.

Section 3, Reinstatement When Returning From a Leave of Absence:

An employee returning from any legally or contractually protected leave (e.g., contractually protected leaves include Military, Union and Unpaid Personal Leave as set forth in Sections 11.6, 11.7 and 11.8 respectively below) shall be entitled to reinstatement to his/her position, hours, and work unit unless the position or shift has been eliminated or modified as a result of layoffs, shift bids or other legitimate business needs. In such event, the employee shall be offered a position of like seniority, status and pay. 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. Verified illness or injury leave, other than industrial, shall be considered an authorized Leave of Absence. Employees returning to work from any medical leave will be required to provide a written release from a medical provider if and as permitted by the applicable law.

Section 4, Family Medical Leave Act, Family Rights Act, and Pregnancy Disability Leave:

- a) Eligibility. Under 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 who 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 an unpaid family care or medical leave. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of the eligible employee's child, or for his or her own serious health condition or that of his or her current husband,-current wife, current domestic partner, children or step children, parents or legal guardian, brother or sister.
- b) Pregnancy-Related Disability and Leave. Irrespective of eligibility for CFRA leave, employees are entitled to take a pregnancy disability leave of up to four months, depending on the period(s) of actual disability, for disabilities related to pregnancy, childbirth, or a related medical condition. In addition to leave, pregnant employees are entitled to reasonable accommodations at work, such as modified duties, a chair, or frequent bathroom breaks. If she is CFRA-eligible, an employee may take both a pregnancy disability leave and a CFRA leave consecutively for reason of the birth of and bonding with her child.
- c) Reinstatement. The leaves in Section 4 contain a guarantee of reinstatement, subject to any defense allowed under the law.
- d) Notice. If possible, an eligible 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 him or herself or of a family member). For events which are unforeseeable, the eligible employee must notify the Employer as soon as he or she learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the eligible employee complies with this notice policy.
- e) Certification. The Employer requires written certification from the eligible employee's health care provider before allowing a leave for pregnancy or for the employee's own serious health condition, and/or written certification from the health care provider of the eligible employee's child, parent, or spouse who has a serious health condition, before allowing a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule. If 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 leave must be concluded within one year of the birth or placement for adoption or foster care.

f) Impact. Taking a family care or pregnancy disability leave may impact certain benefits and seniority date. For leaves involving serious health conditions, including leaves for family care, medical leave and pregnancy disability, the eligible employee requesting the leave and his or her health care provider must complete and return a "Certification of Health Care Provider" form to the Employer.

Section 5, Subpoena:

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

Section 6, Military Leave:

An employee who enters the Armed Forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws. The employee will accumulate seniority during such period of service, provided s/he has not been dishonorably discharged, is physically and mentally able to do the work with our without a reasonable accommodation and reports for work within ninety (90) days of their date of discharge.

Section 7, Union Leave:

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

Section 8, Unpaid Personal Leave:

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

ARTICLE 12 – HOLIDAYS, PAID TIME OFF, BEREAVEMENT AND SICK LEAVE:

To the extent that any of the leaves of absence described in sections 2 through 5 of this Article 12 may be scheduled in advance, the procedures outlined in Article 11.1 will apply.

Section 1, Holidays:

A. For Employees Hired before May 1, 2017, the following Holiday benefits shall apply:

- i. Holiday Observance

- a). The following holidays shall be observed as holidays with pay for each employee:
New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- b). In the event a holiday falls on Sunday, it shall be observed on the following Monday. In the event a holiday falls on Saturday, it shall be observed on the preceding Friday.
- c). In the event a holiday falls on an employee's regular day off, the employee shall be granted an additional day's pay or an additional day off with pay for said holiday. The Employer shall have the right to determine whether the employee receives an additional day's pay, or an additional day off with pay.
- d). In order to provide employees with three (3) day weekends when holidays fall on Saturday, Sunday, or Monday, the Employer agrees to meet and negotiate an alternative work schedule. The alternate work schedule shall recognize customer needs and not increase Employer costs.
- e). The work shift beginning on the holiday observed shall be considered the holiday shift for all purposes, including the payment or premium pay.

ii. Holiday Pay

- a). Pay for holidays not worked shall be at employee's regular rate of pay. Any employee who works a forty (40) hour weekly schedule shall receive not less than eight (8) hours pay for the holiday, regardless of the number of hours the employee would have been scheduled to work on the day the holiday is observed.
- b). Pay for holidays worked shall be at the rate of one time and one-half for all hours worked, in addition to the employee's regular day's pay. Any employee who is called in to work on a stated holiday shall be guaranteed a full workday. Such employee shall not be required to work less than his/her regular shift, and shall be paid in accordance with the provisions of this Paragraph B.
- c). The Employer shall not substitute an additional day off for any holiday where the intent or effect is to avoid paying any employee at the premium rate for all hours worked on a holiday.
- d). Non-worked holidays shall be counted as time worked for the purpose of computing overtime, unless the holiday falls on the employee's regular day off.
- e). Except in the case of illness, in order to be eligible for holiday pay an employee must have worked his/her last scheduled day before and the next scheduled day after the holiday. In the event the Employer suspects abuse by an employee, the Employer may require an employee to provide the Employer with a doctor's note as proof of illness.

iii. Observance of Holidays not Listed in this Agreement

- a). Where an employee is denied access to his/her job location because it is closed for a holiday, the employee shall receive that holiday with pay.

- b). Where a job location is closed for a Holiday, but no employee is denied access to his/her job, that holiday shall be treated as a regular workday and each employee shall work his/her regular shift.

B. For Employees Hired on or after May 1, 2017, the following Holiday benefits shall apply:

- i. For an employee with less than one year of employment with the Employer, work performed on the following recognized holidays shall be paid at one and a half (1.5) times the employee's regular rate of pay:

New Year's Day, Memorial Day, July 4th

- ii. For an employee with one year or more of employment with the Employer, work performed on the following recognized holidays shall be paid at one and a half (1.5) times the employee's regular rate of pay:

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

Section 2, Vacations or Paid Time Off:

A. Vacation Benefits, Only for Employees Hired before May 1, 2017, the following shall apply:

- i. Each employee shall receive vacation benefits, with pay, in accordance with the following schedule, except as provided elsewhere in this agreement:

<u>Years of Service</u>	<u>Weeks of Paid Vacation</u>
One (1)	one (1)
Two (2)	two (2)
Five (5)	three (3)
Fifteen (15)	four (4)

In the event a holiday falls during the Employee's vacation period, the Employee shall receive an additional day's vacation with pay.

For the purposes of this Article, employment shall mean the Employee's total months of employment from his/her original date of hire.

All time lost from employment due to reasonable cause, such as illness, or emergency, up to ninety (90) days shall be considered as time worked for the purpose of determining the Employee's total months of employment.

- ii. **Vacation Period**

Employees may take vacations at any time during the calendar year, provided mutual Agreement is reached between the Employer and the Employee making such request. Employees may take

their vacation in non-consecutive weeks of the Employee's choice provided mutual Agreement is reached between the Employer and the Employee.

iii. **Vacation Pay**

All Employees shall receive vacation benefits in accordance with the provisions of this Article. All Employees shall receive their vacation paycheck on the payday immediately preceding the day on which such Employees start their vacation. Each week of vacation pay shall be equal to the Employee's normal weekly earnings at the time the vacation is taken. For the purpose of this paragraph, normal weekly earning shall be defined as the hourly rate of pay, plus any shift differentials and/or premium pay which the Employee is receiving based on the number of hours the Employee regularly works at the time such Employee receives his/her vacation paycheck. In the event an Employee has not maintained a regular work schedule during the month preceding that in which he/she receives his/her vacation, vacation pay shall be based upon the Employee's average number of hours worked over the period since his/her last employment anniversary date. Vacation pay for extra Employees shall be based upon their average number of hours worked over the period since their employment anniversary date.

iv. **Pro Rata Vacation For Terminated Employees**

- a) Any Employee whose employment relations with the Employer terminate after thirty (30) days of employment for any reason shall receive pro rata vacation benefits as follows:

The Employee's length of service shall be determined. For the purposes of this Article, service shall mean the Employee's total months of employment with the Employer or from his/her original date of hire.

The Employee's rate of vacation accrual shall be determined. Depending upon the amount of vacation with pay that an Employee may be entitled to is based upon the rate of accrual as a percentage of one (1) year's work, from the Employee's previous anniversary date of employment.

- b) All payments for an Employee's vacation benefit shall be paid in accordance with the provisions of this Article. All time lost from employment due to reasonable cause, such as illness or emergency up to ninety (90) days shall be considered as time worked for the purpose of determining the Employee's pro rata vacation benefit.
- c) Each Employee shall receive his/her pro rata vacation benefits at the time he/she receives his/her final paycheck. Such payment shall be made in accordance with the Labor Code, State of California.

B. Paid Time Off (PTO) Benefits, Only for Employees Hired on or after May 1, 2017.

i. **Paid Time Off.**

- a). Employees with Up to Four Years of Employment: For an employee with up to four (4) years of employment with the Employer, he or she shall accrue paid time off (PTO) at the rate of one (1) paid day per each calendar month worked. An employee may carry over available PTO for one year up to a maximum of twenty-four (24) PTO days at any time. Once the cap of 24 PTO days has been reached, no additional PTO is accrued or received until an employee uses some or all of his or her available PTO.
- b). Employees with More Than Four Years of Employment: On the first day of the fifth year of employment, the employee begins to accrue paid time off (PTO) at the rate of fourteen (14) paid days per every year (12 month period) worked. An employee may carry over available PTO for one year up to a maximum of twenty-four (24) PTO days at any time. Once the cap of 24 PTO days has been reached, no additional PTO is accrued or received until an employee uses some or all of his or her available PTO.
- ii. Accrued Time on Pay Stub. The Employer shall show on the employee's pay stubs the amount of accumulated Paid Time Off (PTO) available to the employee, provided the Employer's payroll system has the capacity to do so. Upon employee request, the Employer shall provide a written report of accumulated PTO.
- iii. Payment. The payment of accumulated PTO pay shall be made on the regularly scheduled payroll day preceding the employee's use of PTO, provided the employee has given two (2) weeks' prior written notice of his/her requested PTO start date. The actual taking of said PTO by employees shall not be unreasonably denied. If approved by the Employer, the employee shall have the option to work during their PTO.
- iv. Full Time and Part Time Employee PTO. PTO for full time employees will be paid based on the employee's regularly scheduled hours. Part-time employees will receive PTO on a pro-rated basis. Part time employees' entitlements are based on a proportionate share of PTO entitlement due full time employees. The proportionate share is computed based on the average number of hours paid in the previous calendar year. For example, a part time employee may have been paid 520 hours in the 12 months prior to their PTO request. Since the non-overtime hours in a year are 2080, and a full time employee would be entitled to one week (40 hours) PTO, then the part time employee would be entitled to $520/2080$ times 40, or 10 hours of PTO.
- v. PTO Payout on Termination of Employment. Upon termination or resignation of employment with Employer, the employee will receive payment for all accrued but unused PTO in accordance with the law.

Section 3, Unpaid Time Off Benefits, Only for Employees Hired on or after May 1, 2017.

- i. Unpaid Personal Days:
Employees with two (2) or more years of service may use up to five (5) unpaid personal days per year as follows:

- a). *For a request to use one (1) personal unpaid day, the Employee must notify the Employer at least four (4) hours prior to the beginning of their scheduled shift of their desire to use the unpaid personal day;*
- b). *For a request to use two (2) or more unpaid personal days consecutively, the Employee must notify the Employer at least seventy-two (72) hours prior to the beginning of their scheduled shift of their desire to use the unpaid personal day.*

by notifying the Employer at least four (4) hours prior to the beginning of his or her scheduled shift or his or her desire to use the unpaid personal day.

- ii. The Employer shall grant the requests as follows:
 - (a) Approval of requests to use unpaid personal days will be handled on a first-come, first-served basis, when presented in writing to the Employer's designee at the worksite. In cases where two or more employees are requesting the same day or days off and neither employee's request has been approved in writing before the other's was submitted, preference for approval will be given in order of classification seniority. In cases where an employee has already had a time off request approved in writing, that employee's request will not be subject to "bumping" by any more senior employee.
 - (b) The Employer will automatically approve at least one Employee per shift, classification and site (terminal, hangar, mobile crew or warehouse) in accordance with the above, subject to the Employer not experiencing a documentable operational hardship.
- iii. Unpaid personal days cannot be accrued or rolled over.
- iv. The start date of "year" shall be determined by each Employer and communicated in writing to the Union within thirty (30) days of ratification of this Agreement. Once defined, that start date for each Employer shall remain fixed for the life of this Agreement. For example, one Employer might define the "year" as the calendar year starting on January 1st, while another might define the "year" as a fiscal year starting on July 1st.

Section 4, Bereavement Leave:

- A. In the event of a death in the employee's family, it is recognized that the employee may require time off to attend services. In all cases, vacation, paid or unpaid time off will be measured in hours according to the actual hours lost from work. For the purposes of this Section, the term "family" shall be defined as current husband, current wife, current domestic partner, children or step children, parents or legal guardian, brother or sister, grandparents, grandchildren, aunt, uncle or parent-in-law.
- B. An employee on such leave of absence may, at the employee's option, receive up to five (5) days' vacation pay, or Paid Time Off (PTO) if applicable, while on leave by drawing from his/her accrued vacation benefit, or Paid Time Off (PTO) if applicable. Such payment shall be deducted from the employee's vacation pay, or Paid Time Off (PTO) if applicable, at the time he/she receives his/her scheduled vacation.

Section 5, Sick Leave:

- a) Eligibility. An employee who works for the same employer for 30 or more days within a year from the commencement of his or her employment is entitled to paid sick time in accordance with the California Healthy Workplaces, Healthy Families Act, and the City of Los Angeles Minimum Wage Ordinance, with the understanding that an employee who is entitled to at least 48 hours or six days of paid time off (PTO) per year shall not receive any additional paid sick time pursuant to this Section, however, his or her paid time off (PTO) may be used for the same purposes and under the same conditions as specified in this Section. In all cases, paid or unpaid time off will be measured in hours according to the actual hours lost from work.
- b) Accrual or Frontload Methods. Effective on the first day of employment, an employee shall either accrue paid sick time at the rate of one hour per every 30 hours worked (the "Accrual Method"), or receive 48 hours or six days of paid sick time at the beginning of each year of employment, calendar year, or 12-month period (the "Frontload Method"). The Employer, in its sole discretion, may determine whether to use the Accrual Method or the Frontload Method, and shall provide a notice to the employee informing him or her of which Method it will apply to the employee.
- c) Payment for Sick Leave. Payment for available sick leave taken by an employee shall be made by the Employer no later than the payday for the next regular payroll period after the sick leave was taken.
- d) Notice to Employer of Intention to Use Paid Sick Leave. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.
- e) When Sick Leave May be Used. Upon the oral or written request of an employee, the Employer shall provide available paid sick time for:
 - i. the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or his or her family member (defined as any of the following: a (1) biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or his or her spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) spouse; (4) registered domestic partner; (5) grandparent; (6) grandchild; (7) sibling; or (8) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship); or
 - ii. an employee who is a victim of domestic violence, sexual assault, or stalking, (1) to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child, (2) to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking, (3) to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking, (4)

to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking, or (5) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

iii. any other reason allowed by applicable law.

- f) Employee Use of Paid Sick Leave. An employee shall be entitled to use available paid sick time beginning on the 90th day of his or her employment, after which day the employee may use paid sick time as they are available for the purposes described in subsection (e) above. An employee may determine how much available paid sick leave he or she needs to use, but he or she may not use any paid sick leave before it becomes available as set forth in subsection (b) above. After an employee has exhausted all paid sick leave required by state law by using 24 hours or three days of sick leave in a year of employment, calendar year, or 12-month period, an employee returning to work from a separate and subsequent use of sick leave may be required to provide reasonable documentation of the absence from work for which paid sick leave is or will be used.
- g) Carry Over and Cap on Accrual of Paid Sick Leave. An employee's total accrual of paid sick leave shall not exceed 80 hours or ten (10) days and may be carried-over to the following year of employment, however, an employee's use of accrued paid sick time shall be limited to 48 hours or six days in each year of employment, calendar year, or 12-month period.
- h) Notice of Available Paid Sick Leave. The Employer shall provide an employee with written notice that sets forth the amount of paid sick leave available for use on either the employee's itemized wage statement or in a separate writing provided on the designated pay date with the employee's payment of wages.
- i) Cash Out of Unused Paid Sick Leave at End of Each Year. At the end of each year, any unused sick days, up to a maximum of five (5) days, may be bought back at the employee's option at fifty (50) percent of the employee's regular rate of pay.
- j) No Cash Out Unused Paid Sick Leave on Severance of Employment. An employee shall not be paid for unused paid sick time upon termination, resignation, retirement, or other separation from employment. If said employee is rehired by the Employer within one year from the date of separation, previously unused paid sick time shall be reinstated and the employee shall be entitled to use those unused paid sick time.
- k) This Section of the Agreement establishes minimum requirements pertaining to paid sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, statute or ordinance that provides for greater accrual or use by employees of paid sick time, whether paid or unpaid, or that extends other protections to an employee.

ARTICLE 13– DISCIPLINE AND DISCHARGE:

Section 1, Discipline:

No employee shall be disciplined or discharged without just cause. Involuntary transfers shall not be used to replace a step in the discipline process without cause. The foregoing does not apply to employees in their probationary period.

Section 2, Progressive Discipline:

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

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

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

Section 3, Attendance:

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. Unless an employee uses a paid sick leave day mandated by law, in which case any requirements imposed by law shall apply, 1) when an employee misses work due to a bona fide personal or family illness or emergency, the employee must notify management according to the Employer's established call off procedures, or as soon as the employee is aware of the illness or emergency, whichever is less, stating the reason for the absence, 2) absences due to bona fide emergencies or illnesses will not be subject to discipline as the triggering event, but may be considered while evaluating the employee's total attendance record, 3) the Employer may require a physician's certificate of inability to work or evidence of the emergency in the event of absences which may indicate a pattern of abuse.

Section 4, Copies of Discipline for the Union:

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

Section 5, Shop Steward:

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

Section 6, Expiration of Disciplinary Notices:

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

Section 7, Right to See Personnel Files:

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

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

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

Section 8, Transfer of Warning Notices:

Warning notices shall not be transferred between Employers.

Section 9, Reasonable Notice of Discipline:

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

Section 10, Proof of Client Complaints

- A. Should the Employer attempt to discipline an employee in response to client complaints, management shall provide documentation of the complaint to the Union, in the form of true and correct copies of e-mails or other written communication from the client.
- B. The Employer shall also provide the Union with access to any and all individuals, who make a complaint resulting in employee discipline. In the event that the individual making the complaint is employed by a client or otherwise not under the control of the Employer, the Employer shall not be required to provide in person access to that individual.

ARTICLE 14 – GRIEVANCE AND ARBITRATION PROCEDURE:

Section 1, Definition:

Any dispute pertaining to the application or interpretation of this Agreement, including but not limited to any alleged violation of the Age Discrimination in Employment Act, Title VII, the California Fair Employment and Housing Act, the California Family Rights Act, the Family and Medical Leave Act and the Americans with Disabilities Act, must be handled in the following manner. The phrase “business days” shall not include Saturdays, Sundays and recognized State or federal holidays.

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

Section 2, 1st Step Grievance:

The employee or the Union shall notify the Employer in writing of an alleged violation of this Agreement, within five (5) business days after the occurrence of the alleged violation. The department head and the Union shall attempt to settle the dispute within three (3) business days.

Section 3, 2nd Step Grievance:

If no settlement is reached within the three (3) business days period, then the dispute shall be submitted in writing within five (5) business days to the Human Resources Director or Designee by the Union. The Human Resources Director or Designee and the Union shall attempt to settle the dispute within five (5) business days.

Section 4, 3rd Step Non-Binding Mediation:

If the dispute cannot be resolved within five (5) business days from the date of such written notice to the Human Resources Director or Designee, then the dispute shall be submitted in writing to mediation within ten (10) business days by the Union or the Employer. The parties shall request that the Regional Director for the local office of the FMCS assign a mediator. The mediator's recommendations shall not be used in any manner by either party. Information shared only in mediation shall not be used as evidence should the dispute proceed to arbitration.

Section 5, 4th Step Arbitration:

If the dispute cannot be resolved during a maximum of ten (10) business days of the date of mediation, then the Union may submit the dispute in writing to arbitration within eight (8) business days. Within five (5) business days of the date the Employer receives written notice of the desire to submit to arbitration, the Employer and the Union shall meet to select an arbitrator. If within five (5) business days the parties cannot agree upon an arbitrator, the grieving party shall request a list of seven (7) arbitrators from the FMCS, stating in its request that the parties request a panel of potential arbitrators who have designated on their resumes that they are affiliated with the National Academy of Arbitrators and are located in Southern California, and the parties shall select an arbitrator from that list

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

Section 6, Arbitration Hearing Limits:

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

Section 7, Failure to respond within timelines:

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

Section 8, Failure to Comply with Signed Settlements or Arbitration Rewards

In cases where the Union or the Employer fails or refuses to comply with the terms of a signed settlement agreement or arbitration award for more than thirty (30) days, the case may be moved immediately to arbitration or court to confirm the award.

ARTICLE 15 – WORKING CONDITIONS:

Section 1, Uniforms:

- A. The Employer shall provide, at its expense, sufficient uniform, such as: pants shirts or smocks depending on the needs of the client/contractor for employees. Excluded from the foregoing are items of clothing that do not require company and/or client identification. Colors, styling, cloth, etc. to be selected by the Employer. The Employer shall provide a minimum of three (3) pairs of pants and three (3) shirts or smocks during a given twelve (12) months period at no cost to the employee. Employer shall replace stained, worn out, or otherwise degraded uniforms upon request of the employee. Such request shall not be made unreasonably. In the event an Employee is required to wear overalls, safety gloves, or special work shoes, the Employer shall furnish and maintain all such items.
- B. The employee will provide, at his or her expense, stockings, and shoes of color, type and cloth as prescribed by the Employer.
- The Employer will provide safety shoes to employees provided said safety shoes are a requirement of the Employer.
- In the event an Employee is required to wear a uniform, overalls, safety gloves, or special work shoes, the Employer shall furnish and maintain all such items.
- C. All employees will be required to wear said uniforms while on duty, and present a neat appearance at all times.
- D. All employees, at the discretion of the Employer, may be required to pay a total of twenty dollars (\$20.00) refundable deposit for their respective uniforms to be deducted upon employee's authorization, from employee's first paycheck. Employees will be responsible for replacement costs of uniform and equipment damaged, lost or stolen due to the employee's dishonest or willful act, or gross negligence.
- E. Upon leaving the employment of the company, all uniforms that were issued to the employee must be returned to the company or the company must be reimbursed for the said uniforms, or the company will retain the twenty-dollar (\$20.00) deposit referred to in 17.04. Upon return of company uniforms, the company will reimburse the twenty-dollar (\$20.00) deposit to the employee.
- F. Employees shall always present a proper and clean appearance and a courteous attitude in public and to customers of the Employer.

Section 2, Materials and Equipment:

- A. The Employer agrees to provide and to properly maintain equipment and materials adequate to perform any and all work assignments. . The Employer agrees that all chemicals provided to employees by the Employer will be properly labeled, including but not limited to health, safety and utilization instructions, and that employees will be instructed and trained in their use.
- B. The Employer agrees to provide proper safety appliances and equipment to safeguard the health and safety of all employees, and to observe all federal and state laws regarding working conditions.
- C. The Employer agrees to provide health, safety, and injury prevention training to employees so that they may be properly informed of risks associated with their jobs and can do them safely. If there is a real and imminent danger of death or serious injury, the employee shall not be disciplined for asking the

Employer to correct the hazard or, if the Employer refuses to correct the hazard, for asking the Employer for an alternative assignment.

- D. Employees shall not be liable for any accidental breakage.
- E. EXTENSION LADDERS: Any employee shall be permitted to work with an extension ladder for maximum of four (4) hours in one (1) day. In cases of extreme emergency, a worker shall be permitted to finish said work in five (5) hours.
- F. LADDERS: When an employee is required to use a ladder of ten (10) feet or longer, the Employer will be required to add a worker to hold and protect the base of the ladder.

Section 3, Bulletin Boards:

Provided the Employer's client makes space available and where there are five (5) or more employees covered by this Agreement, the Employer shall provide a space for a bulletin board that may be used by the Union for the purpose of placing announcements concerning Union business. Union stewards and union representatives shall have sole authority to determine what material is posted on bulletin boards provided it is not false or misleading.

Section 4, Steward Petitions:

The Employer agrees to meet and confer in response to employee petitions related to workplace issues presented by the shop steward and such petitions shall only be presented to the Employer and not to the Employer's customer.

Section 5, No Speed Up:

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

Section 6, Lie Detector Tests:

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

Section 7, Health & Safety

1) Public Health Emergencies

- a) The COVID-19 pandemic has demonstrated that airport services are essential services and airport service workers play a critical role in infectious diseases control in accordance with applicable laws.
- b) In the event of a declared public health emergency or natural disaster, the parties agree to convene immediately and emergency labor-management committee to address impacts of the emergency on working conditions.

2) Pandemic Protections

- a) PPE: Employer will provide employees with appropriate gloves, masks, and other protective equipment in keeping with regulatory requirements. Employer will provide workers with disinfectant for use when performing duties requiring contact with touchpoints.
- b) Inasmuch as a lawful order requires or guidance from an applicable public health agency suggests the public use of personal protective equipment (PPE) the Union shall educate its membership of such requirements and guidance. Employees shall be responsible for taking all necessary safety measures, including presenting to the jobsite with recommended public PPE. The Union shall endeavor to provide its membership with resources for PPE suggested for public use. Employer shall provide employees with mandated PPE for use at the jobsite.
- c) Training: Employer will comply with applicable law regarding the training of supervisors on recommended best practices and provide employees with as much up-to-date information as available regarding health, safety, and COVID-19 exposure issues at a site.
- d) Break rooms: Employer and Union members will use reasonable efforts to ensure breakroom and clock in/out areas are disinfected in compliance with CDC guidelines and will work with client to identify alternate areas for breaks and lunch, including the floors they clean, and/or stagger breaks, in order to practice social distancing at all times while at work.
- e) Informed Consent: Before requesting employees clean or enter potentially infected areas, the Employer will inform employees of the reported potential infection and source of that report. There will be no retaliation against employees refusing to enter potentially infected areas. The Employer will make every reasonable effort to reassign employees in such cases.
- f) Notification to Union: The Employer will comply with all statutory and regulatory requirements regarding reports of infections or contamination at the worksite.

3) Pandemic Recovery

- a) The parties agree that the COVID-19 pandemic has presented an unprecedented set of challenges and changes in the role of airport service workers that will continue to change as air travel and transport returns to pre-pandemic levels.
- b) Therefore, the Employer agrees to convene labor-management meetings at mutually agreeable times and as needed with regards to specific terminals, service accounts or public health matters as the parties may determine, within five (5) business days of written request by the Union to address the impact of these changes on working conditions.

4) Vaccination

- a) Certain employees may not be able to receive the COVID-19 vaccine or subsequent boosters, due to a religious belief or because of a protected health condition in accordance with the law. If the Employer requires an employee to obtain a COVID-19 test or vaccination, then the Employer must pay for the time it takes for the testing or vaccination, including travel time. In circumstances where vaccination is obligatory, such requirements shall be subject to reasonable accommodation based on protected health condition, disability, or good faith religious objections in accordance with the law.

- b) If the Employer requires its employees to receive a vaccination against COVID-19 administered by a third-party, an employee must submit proof of vaccination omitting any medical information other than proof of vaccination from such documentation, if requested by the Employer.
- c) If the accommodation requested imposes an undue hardship, or the employee is unable to perform the employee's essential duties even with reasonable accommodations, or the employee cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations, the Employer may exclude the employee from the workplace, in accordance with the law.
- d) In no case shall an employee suffer a reduction in wages, benefits, hours, or opportunities for employment due to a legally protected exclusion from the ability to receive a COVID-19 vaccine or subsequent booster.

5) Health and Safety Compliance

- a) The Employer agrees to provide proper safety appliances and equipment to safeguard the health and safety of employees. The Employer agrees to observe state laws regarding working conditions for employees and will comply with all applicable Federal and State OSHA laws and regulations pertaining to occupational health and safety including the Hazardous Substances Information and Training Act.
- b) Employees are required to promptly report any job-related injuries to the Employer any failure to do so may result in disciplinary action.

ARTICLE 16 – LAYOFF AND PROTECTION OF WORK:

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

Section 1, Notice of Layoff

a) Notice – Definition:

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

b) Notice of Layoff:

In a case where a layoff is required due to any of the following: staff reduction, scope change, specification change, hourly reductions, frequency reduction, vacancies, seasonal change, airline closures, and the Employer has received at least five (5) days advance notice, the Employer shall give a minimum of five (5) days' notice to the affected employee or pay the employee an amount equivalent to the employee's normal wages for one (1) week in lieu of such notice. In cases where the Employer can demonstrate receipt of less than five (5) days advance notice, the Employer will notify the affected employee within twenty-four (24) hours or pay the

employee an amount equivalent to the employee's normal wages for the period of notice provided to the Employer, in lieu of such notice.

c) Order of Layoff:

1. Layoffs shall be conducted in reverse order of Seniority.
2. In the event that the least senior employee(s) hold position(s) that require specific training or certification which the next least senior employee does not have, the next least senior employee(s) will be laid off. In such cases, the Employer will follow the protocols of Article 9, Section 6 regarding training and recall, providing the laid off employee(s) the opportunity for recall into the position of the least senior employee(s), by bumping if necessary.

For example, the Employer has five employees whose seniority and classifications are as follows:

Employee	Classification	Seniority
Juan	Janitor	5 years
Emma	Floor Crew	4 years
Ray	Floor Crew	3 years
Julia	Floor Crew	2 years
Maria	Foreperson	1 year

Due to reductions in flights, the Employer needs to cut one janitorial position. Maria has the least Seniority, but Julie is not qualified for the Foreperson assignment because she does not have the required training. The Employer lays off Julie, not Maria, and offers Julie the training required for the Foreperson assignment. Julie accepts within three days of the offer, completes the training and presents her proof of completed training to the Employer within three days of completion. The Employer has ten work days to recall Julie into the Foreperson position. If necessary, the Employer will lay off Maria in order to recall Julie.

3. The Employer will only be responsible to pay employees for on-the-job training. Any fees and costs related to licensing, certifications, and other training shall be on the employee's own time and the employee's responsibility. If LAWA or an airline charges a fee to the Employer for training required by LAWA or the airline, the Employer will pay that fee.

Section 2, Recall:

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

Section 3, Termination of Employer's Services:

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

The above information shall be submitted to the Union in the required form at least two (2) weeks prior to the date the Employer's services are to be terminated.

Section 4, Shut-Down:

In the event the Employer's customer at any job location has a shutdown and eliminates or reduces its cleaning requirements for the shutdown period, the Employer may lay off employees assigned to such job location. The layoff of employees shall be in accordance with seniority, as provided in this Agreement, in seniority, discharge and recall. Employees who are laid off due to a job location shutdown may take such lay off as vacation and shall be paid for such time to the extent the employee has accrued vacation or PTO benefits.

Section 5, Sub-Contracting:

- A. The Employer shall have the right to sub-contract work covered by this Agreement to any signatory Employer to this Agreement, provided that if signatory Employer is not available, or lacks the necessary experience or equipment or certification required to perform the work, the Employer may sub-contract to another Employer/entity needed to perform the work, provided said work is contracted to any Employer who maintains in effect wages, hours and working conditions no less than those contained in this Agreement.
- B. Except in cases of emergency, the Employer shall give the Union fifteen (15) days' notice of its intention to sub-contract per this Section 5. Said notice will include the name, address and phone number of the Employer/entity, which was awarded the sub-contract.
- C. Employer shall be given 90 days to comply with this Article. Upon completion of the previously referred to 90 day notice, in the event any future or current sub-contractor refuses to abide by terms of this Article, the Union party to this Agreement upon written notice to the Employer party signatory to this Agreement, may file a grievance alleging violation of this Article. Should the grievance proceed to arbitration, the arbitrator is hereby empowered to hear the issue and render a final and binding decision and/or remedy on both parties to this Agreement concerning any alleged violation of this Article. The Union agrees to keep the Employer party to this Agreement informed as to the status of the discussions between the Union and the sub-contractor. The prime contractor agrees to use its best efforts to resolve in an amicable manner issues arising between the Union and the sub-contractor of the prime contractor.
- D. The parties to this Agreement agree to the policies of the City of Los Angeles regarding sub-contracting to Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) participation in department of airport contracting.

Section 6, Change of Employer:

- A. The Employer shall not enter into an Agreement, written or verbal, direct or indirect, that will prohibit or limit in any manner, any person's or company's right to hire the employees of the Employer, or the right to any employee to accept any such employment following the termination of the services of the Employer at any job location covered by this Agreement.
- B. An Employer signatory to this Agreement agrees that if it transfers an employee to a site where it lost the service contract prior to the exiting of that site, and the replacement contractor informs the prior contractor with ten (10) days that it wishes to decline that employee, the exiting Employer agrees to restore the employee without loss of wages, benefits, or seniority.

- C. In the event of a change of Employer at the Site, the new Employer shall be liable for any holiday benefits due the employees on the job location involving any holidays that may fall during the transition period between Employers, regardless of the employees' date of hire by the Employer taking the job.

ARTICLE 17 – EMPLOYER JOB BIDDING PROCEDURES:

Section 1, Employer Job Bidding Information:

- a) The Incumbent Employer shall provide in writing the following information for any service contract which is out to bid and covered by this Agreement within three (3) business days (excluding weekends and holidays) of the Employer's receipt of a written request from the Union:
 - i. The number of employees and the name of each employee;
 - ii. List of the Job classifications for the service contract being bid;
 - iii. Wage rates;
 - iv. The Airport and Site Seniority dates of each employee;
 - v. The current insurance premium, if any, being paid for each employee.
- b) The Union agrees that it will designate an authorized person(s) to request the stated information. Upon receipt of such information, the Union will treat the information on a confidential basis and will release it to another Qualified Signatory Employer only in accordance with Section 1a of this Article only when the Employer requesting the information has provided clear documentation that a bona fide bid(s) are being requested ('Qualified Signatory' shall be defined as an Employer who is signatory to this Agreement, or to an SEIU agreement which requires they become signatory to this Agreement in the event they are awarded the service contract being bid, and is invited to participate in the bid process).
- c) It is the responsibility of the incumbent Employer to provide correct and timely information pursuant to this Section.
- d) The Incumbent Employer agrees to indemnify upon verification the incoming Employer for all employee costs associated with the Incumbent Employer's provision of inaccurate, incomplete or untimely information. By entering into this Agreement with the Union, all signatory Employers expressly agree that they will handle any disputes over the application of this Article 17 through the Grievance and Arbitration procedures of this Agreement. With respect to the Grievance and Arbitration procedures, the terms 'grievant' and 'Union' will be substituted with the terminology 'Grieving Employer' for 'Grievant/Union' and 'Responding Employer' for 'Employer' only in situations directly related to Grievances and Arbitrations under this Article 17, Section 1.
- e) The Union agrees to enforce this Article fairly and equitably and will audit, when necessary, Employers who have submitted the information as required by this Article and will investigate, including the visiting of job locations, in order to verify the information provided by the Employers. All information received by the Union shall be used only for the purpose of enforcing the terms and conditions of the Agreement.

Section 2, Employer Job Bidding Procedure

a) Whenever the Employer bids or takes over the servicing of any service contract where the present employees work under the terms of a collective bargaining agreement to which a local of the Service Employees International Union ("SEIU") is signatory, the Employer agrees to do the following:

- i. Contact the Union for the information referenced in Section 15.13.1.a above regarding the incumbent employees servicing the service contract that is out to bid.
- ii. Subject to changes in bid specifications made per the client's request for proposals, comply with the City of Los Angeles Service Worker Retention Ordinance and honor employees' hours, seniority, wage rates and benefits.
- iii. Should the Employer wish to implement efficiencies gained through advances in technology, equipment, leveraging of scale and/or operational methods which may impact the total number of hours worked per month, the Employer shall contact the Union prior to any actual reduction and discuss the effects of such reduction, in good faith.
- iv. Notwithstanding other language which may be contained in this Agreement, the following provisions shall apply specifically to the process of bidding and Employers taking over the servicing of accounts from the previous employer. The employer shall not cut the work schedules of any employee which would reduce the number of working hours per week or change the Employees' classifications. When it is verified that service specifications of a job are altered by the client, efficiencies gained through advances in technology, equipment, leveraging of scale and/or operational methods the Employer may increase or decrease the work force pursuant to the terms of this Agreement. The Union shall not withhold consent when it is verified that the service specifications of a job are altered by the client, efficiencies gained through advances in technology, equipment, leveraging of scale and/or operational methods.

b) Whenever a Qualified Signatory makes a request for the information referenced in 17.1.a above, the Union agrees to provide the Qualified Signatory with a copy of the economic terms of the collective bargaining agreement covering the incumbent employees servicing the service contract that is out to bid. It is the responsibility of the Union to ensure that only the economic terms of the collective bargaining agreement covering the incumbent employees servicing the contract that is out to bid be provided. The Union must send a copy of said economic terms to the Incumbent Employer for approval prior to releasing this information to the Qualified Signatory. The Incumbent Employer must notify the Union of any corrections to said economic terms within the time limits in Section 17.1.a.

ARTICLE 18 – LABOR MANAGEMENT COMMITTEE:

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

ARTICLE 19 – MOST FAVORED NATIONS:

Section 1:

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

Section 2:

During the term of this agreement, the Union shall not enter into any collective bargaining agreement with any Employer which covers job sites and classifications currently covered by this Agreement and provides lower rates than currently in place for said job sites and classifications, including all wages, fringe benefits and any other existing cost items which directly compensate employees. The Union shall notify the signatory Employers to this Agreement and provide copies of such agreement to the signatory Employers upon executing any such agreement. Should the Union enter into any such collective bargaining agreement, the incumbent, signatory Employer may implement said lower rates on the same effective dates as specified in said agreement in the same job sites and classifications covered by said agreement. Any failure on the part of the Union to comply with the requirements of this section may be subject to Arbitration.

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

Section 3:

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

Section 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 terms 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 Southern California from the Federal Mediation and Conciliation Service, stating in its request that they are affiliated with the National Academy of Arbitrators. Within five (5) business days of receiving the list of arbitrators, the parties will select an arbitrator using an alternate striking method. The arbitration shall be scheduled to take place within the next thirty (30) calendar days. The parties shall share the 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 within the Los Angeles 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 20 – NO STRIKE – NO LOCKOUT:

a) The Union agrees that it will not collectively, concertedly or individually engage in or participate, directly or indirectly play a part in: any strike, sympathy strike, slowdown, work stoppage, refusal to handle merchandise, the distribution of pamphlets by either physical or electronic means that concerns matters covered by the grievance and arbitration provisions of this Agreement, banner or any other interference with or interruption of the work or operations of the Employer during the term of this Agreement.

b) In exchange, the Employer agrees that during the term of this Agreement it will not lock out any of the employees in the bargaining unit covered by this Agreement.

c) It is specifically agreed and understood that proven violations of a) above will subject employees to termination or other disciplinary action at the sole discretion of the Employer.

d) Personal communications by individual employees by electronic or other means regarding matters covered by the grievance and arbitration provisions of this Agreement which do not interrupt work performance, operations or client relations will not be considered violations of a) above.

ARTICLE 21 –SCOPE OF AGREEMENT AND SAVINGS CLAUSE:

Section 1, Entire Agreement.

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 past practices, economic or otherwise, heretofore exercised and not contained in this Agreement, are hereby abolished. Therefore, this Agreement representing the full and complete understanding between the parties, 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 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.

Section 2, Savings Clause.

In the event an administrative agency or court issues a final decision holding that any clause or part of this Agreement is unconstitutional or illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other provisions of this Agreement.

ARTICLE 22 – MANAGEMENT RIGHTS:

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

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

ARTICLE 23 – LEADERSHIP TRAINING AND EDUCATION FUND (LTEF – BSP):

Effective January 1, 2023, the Employer shall contribute two cents (\$0.02) per hour for each hour paid for or worked during the previous calendar month into the “LTEF” Leadership Training and Education Fund (“Trust”), which monies shall be used for the purpose of providing job skills and education programs through the Building Skills Partnership (“BSP”) for employees covered under this Agreement.

Said Trust and the obligations to make contributions to said Trust shall continue through the date on which such Trust is terminated pursuant to Article IX, Section 1 of the Declaration of Trust.

ARTICLE 24 – MAINTENANCE COOPERATION TRUST FUND (MCTF):

Beginning January 1, 2023, on May 31 and November 30, 2023, and on May 31st and November 30th thereafter, the Employer shall remit a lump sum payment at the rate of one dollar (\$1.00) per employee covered by this Agreement in those months of May and November each year into the Maintenance Cooperation Trust Fund (MCTF), which monies shall be used for the purposes for which the MCTF was created, including for labor standards enforcement at the Airport.

The inclusion of this article in the Agreement is contingent on the Employers receiving the most current balance sheet and income statement of the MCTF.

ARTICLE 25 – DURATION AND TERM:


This Agreement shall become effective May 1st, 2017 and shall continue in effect for five years until midnight April 30th, 2022 and it shall thereafter automatically renew itself from year to year unless the Employer and/or the Union serves a written notice on the other party of termination or modification at least sixty (60) days prior to the expiration date hereof in accordance with Section 8(d) of the National Labor Relations Act, as amended.

The parties agree to extend the term of the Agreement to June 30th, 2025, unless the Employer and/or the Union serves a written notice on the other party of termination or modification at least sixty (60) days in accordance with Section 8(d) of the National Labor Relations Act, as amended.²

In the event a change is made to the City of Los Angeles Living Wage Ordinance covering Los Angeles World Airport, the Employer and/or the Union may reopen only the wage and benefit scales of this Agreement by giving the other at least sixty (60) days written notice of its desire to do so, and the parties shall thereafter meet and confer in good faith regarding potential changes only to the wage and benefit scales of this Agreement.

Appendices set forth hereinafter are incorporated as a part of this Agreement and shall have the same effect as though fully set forth herein.

For the Union:



 Signature Date

Andrew Gross Gaitán **Chief Negotiator**

 Name Title


 Signature Date

 Signature Date

 Signature Date

 Signature Date

For the Employer:



 ABM Aviation Date

Andrew Mazzella

 Compass Date

William Macco
 William Macco (Jul 25, 2024 08:37 EDT)


 C&W Services Date

Roger Manseau
 Roger Manseau (Jul 26, 2024 12:43 PDT)

 Environmental Service Concepts Date

² The Union and the Employer agree, per the terms of the “LAX settlement 122122 FINAL” both that the provisions contained in E21A – W&H Protocol and E24 – New Appendix (Workers Compensation Carve Out) are agreed upon in substance but will not take effect until reaching an overall TA in economic bargaining subsequent to this contract extension and that the chief negotiators will meet as necessary during the course of this extension to attempt to reach a proposal for a new Appendix U – Legacy Janitorial Provisions to recommend to both bargaining committees for approval.

Signature **Date**


Edward Cleveland (Jul 14, 2024 10:56 PDT)

Signature **Date**

Flagship Facility Services **Date**

Signature **Date**


Jazmin Diaz (Jul 25, 2024 15:26 PDT)

Signature **Date**

SDH Services West, LLC, a subsidiary of Sodexo, Inc. **Date**

Signature **Date**

Signature **Date**

Signature **Date**

Signature **Date**

Signature **Date**

Signature **Date**

APPENDIX A: DEFINITIONS

Section 1 - JOB CLASSIFICATION CLASSIFICATIONS

- A. For the purposes of this Agreement, any employee who is involved in the tasks of: policing rest room cleaning, spot cleaning (including wall washing), trashing, dusting mopping, vacuuming, spot buffing, sweeping, dust mopping, carpet spotting, and window glass cleaning shall be classified as a general cleaner.

- B. For the purposes of this Agreement, any employee who is involved in the tasks of: stripping, waxing, floor scrubbing (including auto scrubbing), sealing, carpet extraction, bonding, power washing, wall washing, buffing, and window cleaning shall be classified as a project worker.

- C. For purposes of this Agreement a lead person shall be defined as: an employee who performs bargaining unit work assignments as directed by management and in addition, but not limited to the following – directs the workforce but does not reprimand or discipline employees.

- D. For the purposes of this Agreement, a restroom cleaner shall be defined as an employee who, in addition to policing restrooms, does general cleaning of the restroom, including, but not limited to disinfecting all surfaces. This person is entitled to restroom cleaner pay if he/she performs these duties for a majority of his/her shift.

- E. For the purposes of this Agreement, a driver shall be defined as an LAX Driver's Licensed employee who is involved in driving a vehicle for his/her entire shift and driving said vehicle also requires a valid California driver's license.

- F. Ramp worker - any employee assigned to operate a tractor scrubber; cleaning industrial drains; moving furniture; landscaping; pressure washer; outside blower, shall be entitled to receive project worker pay plus 10 cents per hour for his/her entire shift provide they actually perform any of the aforementioned job duties, provided said assignment is more than de minimis nature.

APPENDIX B: WAGE RATES –WAGE 2023-2025 EXTENSION

Section 1, Minimum Wage Rates

Effective on the dates shown below, no employee shall be paid less than the following minimum wage rates required by the City of Los Angeles Living Wage Ordinance and this Agreement.

	July 1, 2022	July 1, 2023	July 1, 2024
Seniority Years	Minimum Wage Differential		
Start	\$0.00		
2 years	\$0.00		
3 years	\$0.00		
5 years	\$0.10		
7 years	\$0.20		
10 years	\$0.30		
15 years	\$0.40		
20 years	\$0.50		
	July 1, 2022	July 1, 2023	July 1, 2024
Seniority Years	CBA Minimum		
Start	\$18.04	\$18.78	\$19.28
2 years	\$18.04	\$18.78	\$19.28
3 years	\$18.04	\$18.78	\$19.28
5 years	\$18.14	\$18.88	\$19.38
7 years	\$18.24	\$18.98	\$19.48
10 years	\$18.34	\$19.08	\$19.58
15 years	\$18.44	\$19.18	\$19.68
20 years	\$18.54	\$19.28	\$19.78

Section 2. Classification Differentials

Employees working in the following classifications shall receive the following amounts in addition to the Minimum Wage Rates set forth in Section 1 above:

Classification	0 to 1 year	1 year (13 th month)	2 years (25 th month)
Cleaner	N/A	N/A	N/A
Restroom Cleaner	N/A	\$0.19	\$0.32
Driver	N/A	\$0.19	\$0.32
Project Worker	N/A	\$0.24	\$0.37
Ramp Worker	N/A	\$0.34	\$0.47
Foreperson	N/A	\$0.32	\$0.45
*Night Shift	\$0.20	\$0.20	\$0.20

* An employee assigned to work the midnight shift (starting time between 2200 - 0500), in addition to their basic hourly wage, shall receive shift differential of twenty cents (\$0.20) per hour. The differential shall be paid for each hour actually worked.

APPENDIX C: NEW NON-UNION WORK

RETAINED EMPLOYEES

Passenger Service Work Previously Serviced by a Non-Signatory Employer

The terms of this Appendix apply only to employees retained from the previous, non-signatory Employer, in this Appendix C referred to as 'Retained Employees', at service contract accounts at LAX newly acquired from any employer that is not signatory to a collective bargaining agreement with the Union.

Any wage, benefit level, trust fund contribution or other condition of employment not specifically referenced in this Appendix shall be determined by the appropriate Article of the LAX Master Janitorial Agreement with term May 1st, 2017 to April 30, 2022 ('LAX Master').

- 1) Retained Employees will not be subject to any reductions in benefits or rates of pay other than those referenced below in this Appendix C.
- 2) The Employer will recognize as the employee's Seniority date the date of hire provided by previous employer per the requirements of the City of Los Angeles Service Contract Worker Retention Ordinance.
- 3) There shall be no change to the Retained Employees' wages or benefits during the Employer's first six (6) calendar months of servicing the newly acquired account.
- 4) Effective the first (1st) day of the Employer's seventh calendar month of service on the account, all Retained Employees shall have until the first (1st) day of the seventh calendar month to indicate on a one-time basis, in writing, to the Employer and to the Union their choice of the following options. The Retained Employee's choice will be implemented effective the first day of the eighth calendar month. This choice remain in effect for the life of the current LAX Master, subject to change only in case of an "qualifying event" in accordance with the Rules of the California Service Employees Trust Fund, in which case the Retained Employee will have sixty (60) days from the date of the qualifying event to make a new choice. Any Retained Employee who does not indicate their choice shall default to Option B.

Option A: Master Contract Rates

The Retained Employee's wages, holidays, paid time off, health & welfare benefits and Trust Fund contributions will be determined, based on Airport Seniority, by the relevant Article of the LAX Master. The parties recognize that this choice may result in a wage reduction, depending on the Retained Employee's seniority and current rate of pay.

Option B: Living Wage

The Retained Employee will not have Health & Welfare coverage. The Retained Employee's wage and paid time off will be determined by the City of Los Angeles Living Wage Ordinance as published by the City of Los Angeles, including any future increases. No wage increases, health & welfare benefit, holiday or paid time off provisions of the LAX Master shall apply.

Option C: Employer Discretion

The Employer may, at its discretion, offer to Retained Employees who choose Option B the opportunity to enroll in the coverage described below.

Eligibility for this coverage shall be as described in Article 8, Section 4 of the LAX Master (eight (8) months seniority with six (6) consecutive months of no less than one-hundred and twenty (120) hours paid per month).

For eligible employees who choose to enroll in this plan, sixty percent (60%) of the cost of the monthly contribution shall be borne by the Employer and forty percent (40%) by the employee, through bi-weekly or bi-monthly payroll deductions, as permitted by Section 224 of the California Labor Code.

None of the “Opt-Up”, “Opt-Down” or “Opt-Out” provisions of Article 8, Section 3c of the LAX Master shall apply.

Benefits	Contributions
<ul style="list-style-type: none"> ● Kaiser Bronze 5808 benefits with \$4500 individual annual deductible, 40% coinsurance for office visit, 40% coinsurance after deductible for ER, 30% coinsurance for each generic Rx /40% coinsurance for each brand name Rx ● Delta Care USA CAC31 ● Vision Service Plan C ● \$5,000 Member-Only Life Insurance 	<p>Full Monthly Premium \$488.40</p> <p>Employer Contribution (60%) \$293.04</p> <p>Employee Contribution (40%) \$195.36</p>

In the event that the Trustees of the Trust (“Trust”) referred to in Article 8, Section 1 of the LAX Master determine that it is necessary to increase this premium above \$488.40 in order to maintain the benefits which were in effect on July 1, 2024, the Employer and the Employee will continued to pay 60% and 40% respectively of the increased premium.

APPENDIX D: ON-CALL

- A) The Employer shall maintain a register of employees listed as on-call. On-call work when needed shall be assigned to employees on the on-call list on a rotating seniority basis. On-call work shall be assigned by the Employer in the following manner:
- i. The Employer will initially select from the on-call list, beginning with the most senior employee.
 - ii. Upon completing the assignment, the employee will be moved to the bottom of the list.
 - iii. An employee moves to the top of the list once all remaining employees have been assigned positions.
 - iv. For assignments to cover planned vacations lasting more than ten (10) days, management shall document three (3) attempts during two (2) days to reach an employee before skipping them.
 - v. Employees who are called for a floor care or driving assignments must have floor care or driving training and may be skipped if they do not.
 - vi. The Employer will keep record of the time, phone number, and disposition of each call made to an employee to notify them of an available assignment. A copy of such list shall be produced and given to the Union upon request.
 - vii. The Employer will only use on-call staff to cover temporary work assignments.
 - viii. There shall be no mixed permanent/on-call positions, unless the Employer is unable to fill with an on-call employee.
 - ix. Employees who refuse one (1) assignment within thirty (30) days shall be moved to the bottom of the seniority list. Any employee who fails to accept an assignment within a forty-five (45) days period will be terminated, provided that the employee was offered sufficient shifts to comply with this section.
 - x. The Employer may skip an employee if the hours he/she would have worked would result in overtime pay.
 - xi. On call employees must have the proper security clearance to work in the area that he/she is being called in to cover.”
 - xii. This side letter shall apply to janitorial employees only.

APPENDIX E: SUPERSESSION

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