

AGREEMENT

BETWEEN

HSS INC.

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION**

LOCAL 105



EFFECTIVE:

April 1, 2018 – March 31, 2021

Contents

Preamble	3
Article 1: Term and Duration.....	3
Article 2: Union Recognition.....	3
Article 3: Union Security	3
Article 4: Deduction of Dues and COPE Contributions	4
Article 5: Non Discrimination.....	6
Article 6: New Employee/Termination Notice/Change of Status	6
Article 7: Manner of Pay.....	6
Article 8: Seniority.....	7
Article 9: Work Week and Work Day	7
Article 10: Personnel File	7
Article 11: Health and Safety.....	7
Article 12: Training.....	8
Article 13: Uniforms	9
Article 14: Job Posting and Bidding	9
Article 15: Attendance and Tardy.....	13
Article 16: Corrective Action.....	17
Article 17: Grievance Procedure.....	18
Article 18: Joint Labor-Management Committee	21
Article 19: Union Access	22
Article 20: Wages	22
Article 21: Call In and Reporting Pay.....	24
Article 22: Acting Pay	24
Article 23: Overtime	24
Article 24: Transportation Benefit	26
Article 25: Incentive Pay	26
Article 26: Jury Duty/Subpoena as Witness	26
Article 27: Time Off	27
Article 28: Holidays	29
Article 29: Catastrophic Leave	30
Article 30: Union Leave.....	30

Article 31: Personal Leave Without Pay.....	30
Article 32: Additional Benefits.....	30
Article 33: Health Insurance.....	30
Article 34: Layoff.....	31
Article 35: Management Rights.....	33
Article 36: No Strike.....	34
Article 37: Savings Clause.....	34
Signatures.....	35
Attachment A: Catastrophic Leave Policy.....	1

Preamble

This Agreement, made and entered into this 16th day of March, 2018, at Denver, Colorado, by and between HSS (hereinafter referred to as the “Employer”) and Service Employees International Union, Local No. 105 affiliated with the Service Employees International Union, CTW, CLC (hereinafter referred to as the “Union.”)

Now, therefore, the parties hereto agree as follows:

Article 1: Term and Duration

This Agreement shall be in full effect from April 1, 2018 to and including March 31, 2021, and from year-to-year thereafter, unless terminated as follows: Either party may terminate this agreement or request amendments thereto by serving sixty (60) days written notice to the other party prior to March 31, 2021, or March 31 of any year thereafter, in which terminations or amendments are requested.

Article 2: Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time security officers at Denver International Airport, excluding trainers, schedulers, administrative staff, supervisors and managers as those terms have been defined by the National Labor Relations Act, except those holding any of these positions in an acting capacity. Those holding these positions in acting capacity are included in the unit.

Article 3: Union Security

- A. All employees who are members of the Union on the effective date of this Agreement, or join thereafter, shall maintain their membership, or satisfy the financial obligations set by the Union during the term of this Agreement as a condition of continued employment. All employees covered by this Agreement who are not members of the Union and choose not to become members of the Union shall, as a condition of continued employment, pay to the Union an agency fee as established by the Union.
- B. All employees hired after the effective date of this Agreement shall, within thirty-one (31) days after employment, become members or agency fee payers as a condition of continued employment for the duration of this Agreement, and pay the required dues or fees.
- C. Employees meet the requirement of being members in good standing of the Union within the meaning of this article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union agency fees.

- D. Upon notice from the Union, employees who fail to pay such dues or agency fees and who fail to qualify for and/or follow the religious exemption provided under law shall be given ten (10) business days' notice of separation by the Employer.
- E. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action take or not taken by the Employer for the purpose of complying with any of the provisions of this article or in reliance on any list, notice, or assignment furnished under any of these provisions.

Article 4: Deduction of Dues and COPE Contributions

- A. Upon receipt of a check-off authorization from the Employee, the Employer will begin the process of dues/fees deduction. Within thirty-one (31) days following receipt of the check-off authorization, the Employer will deduct a sum equal to the union's initiation fee from members. In each subsequent pay period, the employer will deduct a sum equal to that Employee's Union dues or fees which fell due during the immediately preceding pay period. The Employer agrees to promptly (i.e., within two weeks) remit the sums deducted under this paragraph to the Union.
- B. Employer will deduct, during the period of this Agreement, contributions to the Union's Committee on Political Education (COPE) in accordance with Article 4I for each employee who submits to the Employer, in writing, an appropriate payroll deduction authorization. Payment or non- payment of contributions to COPE shall not be a condition of employment.
- C. All sums deducted in accordance with this Article shall be remitted to the Union not later than the 25th day of the month after which such deductions are made together with a list, submitted electronically in a mutually agreeable database format, specifying the following for each employee for whom the Agreement applies:

The employee's name, address, seniority date, hire date, the Employer's unique identification number (in the event the employer uses social security numbers as the unique employee identifier, then just the last four (4) digits of the social security number will be used), wage rate and hours of work; the amount and type of deduction for each employee, as well as their gross, regular pay for the pay period.

- D. A signed application for membership for all employees whose names are listed on the check-off for the first time during that month to be sent electronically or by regular mail. The Union application form shall include notice to employees of the amount of the initiation fees and dues. If the Employer fails to provide a) the required monthly list, b) correct/complete data, and/or c) fails to remit the correct amount of dues and/or fees, the Union will give notice to the Employer, in which case the Employer shall have until the next regular dues remittance to correct its failure.
- E. Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor employee checkoff authorizations unless they are revoked in writing during the window period, regardless of whether the employee is a member of the Union.
- F. All refunds to members will be handled by the Union.
- G. The Union shall have the right to conduct an investigation, including by requesting inspection and review of payroll records for bargaining unit employees in order to determine whether any provisions of this Article have been violated. Should this investigation discover any violations then the Employer shall make any bargaining unit employee whole for any loss of wages suffered as a result of the Employer's violations. The Employer shall reimburse the Union whole for any dues and fees inaccurately remitted, if the failure to remit is solely attributable to the Employer's violation of this Article.
- H. The Union agrees to hold harmless and indemnify the Employer including reasonable attorney's fees and cost, for any actions or claims arising out of the withholding of deductions pursuant to this article.
- I. Employees may express authorization for 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 Funds payroll deduction and/or COPE contributions by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, other electronic records, or by any other means of indicating agreement allowable under state and federal law.

Article 5: Non Discrimination

There shall be no discrimination by the Employer, the Union or employees covered under this Agreement against an employee because of race, religion, color, national origin, age, gender, sexual orientation, disability, veteran status, or because of membership in the Union or activities on behalf of the Union, as defined under federal, Colorado state, or city of Denver law.

Article 6: New Employee/Termination Notice/Change of Status

By the first work day of the following month, the Employer agrees to furnish the Union the following information from the previous month:

1. the name of all newly hired employees covered by this Agreement, their address, telephone number, email, the unique Employee number, classification, and date of hire.
2. the name of terminated employees and date of termination.
3. names of employees on unpaid leaves of absence and dates during that month that on unpaid leave.

Article 7: Manner of Pay

- A. All employees will be paid every two (2) weeks, with paydays every other Friday. Employees will have the choice of receiving their pay via direct deposit or on a pay card.
- B. Direct Deposit: Employees must authorize the Employer to deposit their net pay directly into their bank account. If an employee ever wants to cancel their direct deposit authorization, they must notify Company Human Resources in writing at least seven (7) days prior to the next payday and they will be moved to the pay card.
- C. Pay Card: Any employee is eligible for a pay card at no cost if they chose not to enroll in direct deposit. Funds will be loaded straight to the pay card and will be accessible immediately on payday.
- D. Employees' Access to Pay Stubs
 1. Employer shall provide each employee with username and password to allow employee login to access pay stubs.
 2. Employer will provide written notice to employees of computer and printer in at least one location at each concourse, the terminal, trailer, and TQM break room at DIA that all employees have access to in order to allow the employee to use to print pay stubs. Employee shall not print such stubs during his/her paid time, other than during his or her breaks. If the printer and/or computer is not working, upon notice to the employee's on duty supervisor, by the end of that employee's shift the

Employer shall print and deliver to the employee such pay stub via hard copy. The Employer shall replace or repair the printer and/or computer in a timely manner.

3. If an employee requests Human Resources to print out his/her pay stub, then within 48 hours of the request, Human Resources shall provide the printed pay stub to the employee.

Article 8: Seniority

- A. Seniority begins to accrue from the first day of hire in the bargaining unit with the employer or its predecessor.
 1. No employee shall accrue seniority during any period that he/she is in a non-bargaining unit position. This provision does not include employees doing back-up supervisor or trainer duties.

- B. An employee's seniority shall terminate for any of the following reasons:
 1. Discharge;
 2. Resignation or retirement;
 3. One (1) year after promotion to a non-bargaining unit position;
 4. An employee is offered recall from layoff and does not accept recall or is on layoff for more than two (2) years.

Article 9: Work Week and Work Day

The workweek begins at midnight (12:00 AM) Sunday morning and ends at 11:59 PM the following Saturday night. The workday is a twenty-four (24) hour period that begins at midnight (12:00 AM) each day. For the regularly scheduled shift that begins prior to 12:00 AM and extends into the following day, for purposes of pay and scheduling, the entire workday is the day that the shift begins.

Article 10: Personnel File

The Employer shall identify any file that contains documents that may affect an employee's terms or conditions of employment, including personnel and training files. Employees shall have reasonable access to each such file and, upon request, be furnished a copy of the contents at no charge. Such copy shall be provided within three (3) work days of the request.

Article 11: Health and Safety

- A. The Employer agrees to observe all standards regarding health and safety as applies to State and Federal law.

- B. No employee shall be required to work with unsafe equipment. The employee must

immediately report any unsafe equipment to allow reasonable time with consideration to immediacy for the mitigation of the alleged unsafe equipment. During such mitigation, Employer can provide different equipment, assign different tasks, or have employee wait for mitigation to be completed. In the event the supervisor and the employee are in disagreement over the safety of the equipment, the employee has the right to request a manager to intercede and resolve the difference. The employee shall not be disciplined for requesting this intercession.

- C. The Employer shall take all action necessary to ensure that all bathrooms and break rooms are clean and sanitary. In remote areas, if the Employer does not maintain a bathroom and the employee believes that the bathroom is not sanitary, then the Employer shall provide the employee the ability to use a bathroom that is clean and sanitary.

Article 12: Training

Post Training Requiring Sixteen (16) Hours of OJT

- A. Upon completion or as part of initial officer training, HSS officers at DIA shall receive on the job training by a Trainer or Acting Trainer (OJT) of at least sixteen (16) hours for their initial postings. An Acting Trainer shall have the same qualifications as a Trainer. Any employee acting in an acting capacity as a trainer does not possess any supervisory authority, except as to reporting any performance issues.
- B. Additional post training may require additional OJT hours dependent upon the difficulty of the post and/or its similarity to other posts that the officer has already been trained for
 - 1. There are certain “critical function posts” that require at least sixteen (16) hours of OJT due to the number and complexity of tasks involved. These postings also required bi-annual “post certifications.” Examples of these critical function posts include but are not limited to: Security Gate positions that require unique search procedures and ability to utilize the “DIA badges” computer system, Dock Master, Employee Turnstiles, Perimeter Driver, Rover Driver positions, Traffic Control positions, the Airport Operation’s Building (AOB) receptionist position which requires knowledge of the badging process, DIA appointment system and customer service and computer skills, other postings, due to their similarity of job functions may not require the full OJT hours as needed for the “critical function postings.”
 - 2. A new and reasonably different non-critical post requires four (4) additional hours of OJT with a trainer before working the post. If an employee has not worked a

post for 90 days or more, they may request a refresher training before working the post.

- C. The Employer shall provide to the employees a copy of document reflecting the number of hours of training the employee received such as OJT and certification. Prior to any bid, the employer shall provide each employee a personal training record of all trained posts and what certifications the employee will need for the upcoming year and any opportunities for additional training.
- D. Employees shall be paid at straight-time rate, or the straight time post rate if assignment has been made, for all training required by the Employer or mandated by law, except that if such training takes place after eight (8) hours of work in a workday or forty (40) hours in a workweek such mandatory training hours shall be paid at the overtime rate.

Article 13: Uniforms

Employer will provide the following uniform items at no required cost, including for full time employees: 3 long sleeve shirts, 3 short sleeve shirts, 3 winter trousers, 3 summer trousers, 1 winter coat, 1 wind breaker or 1 commando sweater (depending on post or weather), 1 rain wear, 1 winter stocking cap; and for part time employees: 2 long sleeve shirts, 2 short sleeve shirts, 2 winter trousers, 2 summer trousers, 1 winter coat, 1 wind breaker or commando sweater, 1 rain wear, 1 winter stocking cap; and will provide replacements at no Employee cost where the portion of the uniform is damaged due to normal wear and tear or damage caused while working.

TQM employees will also receive 2 TQM vests.

The Employer may charge a deposit for uniforms of no more than \$80.00, and will return to the employee after one (1) year or upon termination of employment with return of uniform and SIDA badge, whichever is sooner. Employees are explicitly required to maintain their DEN issued SIDA-badge. The cost of replacement or recovery is the responsibility of the employee.

Article 14: Job Posting and Bidding

- A. Employees must be qualified, by training, experience, testing and/or certification for any post upon which they want to bid.
- B. Annual Bids
 - 1. Full-Time
 - a. TQM bidding will take place over five (5) consecutive business days in the second week of August each year and will go into effect the first payroll period in September.

- b. The full-time bidding for all non-TQM positions shall take place over two weeks starting the first business day of the first week in September of each year to go in effect the first payroll period in October.
- c. During each of these periods the Employer will assign each full-time employee a ten (10) minute window, in seniority order, to select his/her position.
 - i. During this window, employees will select from the open positions (shift, post, and days off). Employee may select their position by coming into the office or calling in.
 - ii. If an employee fails to come in or call during his/her appointed time, then that employee may call or come in during any subsequent time during business hours and select from the positions still available at that time.
 - a) To protect the integrity of the scheduling process, employees will have five (5) minutes to finalize their choice of bid in the subsequent request whether by call or in person.
- d. To the extent reasonably possible, the Employer shall create fulltime schedules of five (5) consecutive days at the same post.

2. Part-Time

- a. Part-time bidding shall take place over five (5) consecutive business days during the week subsequent to the full-time bidding.
- b. First, after the full-time bidding is completed, the part-time employees will have the opportunity, by seniority, to select from the remaining available full-time positions.
 - i. Within two (2) hours after the full-time bidding is completed the Employer will post on its website and on the bulletin boards the still available full-time shifts.
 - ii. By 10:00 a.m. on the first day of the part-time bid period, part-time employees will provide notice of their interest in bidding for full-time positions.

- iii. The Employer will place the interested employees in seniority order, notify them and start the selection of these bids on Monday at 1:00 p.m.
 - a) Each such employee will have five (5) minutes window to select from the available full-time shifts.
 - b) If the employee fails to select during his/her window, then he/she will have the opportunity to select when they come in from the then-available full-time shifts so long as it occurs prior to Monday at 5:00 p.m.
- c. After part-timers so desiring full-time positions have selected full-time shifts, then the Employer shall create from the remaining shifts, part-time shifts in 1 day (8 hours), 2 days (16 hours) or 3 days (24 hours) per week blocks.
 - i. Part-time employees may select any combination of these blocks so long as the maximum part-time bid shall not exceed.

thirty-two (32) hours per week.
 - ii. The bid may not exceed twelve (12) working hours in any twenty-four (24) hour period.
- d. Part time employees will be assigned a ten (10) minute bidding window based on seniority to select their bid.
 - i. If an Employee fails to come in or call during his/her appointed time, then that Employee may call or come in during any subsequent time during business hours and select from the positions still available at that time.
 - ii. To protect the integrity of the scheduling process, employees will have five (5) minutes to finalize their choice of bid in the subsequent request whether by call or in person.
- e. If a part time employee elects to not bid on a predetermined part time shift as described above but rather selects a float position, then he/she is required to work a minimum of one hundred forty-four (144) hours per quarter.
 - i. He/she may schedule 4 to 6 weeks in advance by calling or emailing the HSS scheduling department.

- ii. The employee cannot have a pattern of unavailability.
 - iii. Minimum hours will be tracked quarterly.
- f. If a part-time employee fails to work one hundred forty-four (144) hours per quarter, then he/she may be disciplined and the Employer shall follow progressive discipline. However, if the part-time employee is scheduled and is tardy or absent, then he/she falls under the Absence/Tardy process.
- i. For all part-timers, if he/she is scheduled to work but is sent home because the Employer determined that he/she was not needed, then that will count as a full eight (8) hours worked.
- g. An employee may use a PTO day to meet the one hundred forty-four (144) hours per quarter.

C. Bidding On Open Positions

1. Once a month excluding the month prior, current and following the Annual Shift Bid, the Employer shall post all open positions that became vacant and/or remains open after the bid during the past month in all break rooms, and at gates. The Employer shall post such positions for a minimum of five (5) business days prior to permanently filling the positions. If an employee is interested in the open shift, they must submit a letter of interest to Scheduling Department.
2. All current, qualified employees of the Employer shall be given preference by seniority for the vacant open position before the Employer hires a new employee except those positions that DIA must approve the selection as stated in D (2), below.
3. Combined part time posts of 32 hours will first be posted at 32 hours, if not filled they will be reposted at 16 hours
4. Selection will be made based on qualifications and then seniority

D. Schedule Changes

1. For non-TQM schedule, at least two months prior to the annual bid each year, a Committee comprised of two employer representatives and two non-TQM employees (selected by the Union) shall meet to create the schedule for the upcoming bid. The agreed upon schedule created will meet the HSS business needs and traditional needs to master scheduling.
2. HSS reserves the right to make operational moves/schedule changes to facilitate the staffing of personnel at DIA. Any such move will be done in reverse order of

seniority as long as the employee is qualified. Any officer may be moved without notice, for any duration of time so long as there is a reasonable explanation.

3. Denver International Airport has reserved the right to select employees for certain positions including but not limited to: TQM Leads, Dock Master, AOB Receptionist and Fingerprinter. These positions are not subject to the bidding procedure and should not be included on the seniority list for purposes of the bid process.
4. If an officer has any limitation which would affect his or her ability to perform duties at any post, the officer will immediately, or as soon after the execution of this agreement as practical, notify Human Resources of such limitation. Human Resources will assess the officer's circumstances in accordance with the law.

Article 15: Attendance and Tardy

- A. Employees are expected to adhere to the punctuality and attendance policy of the Employer. Violations of attendance/punctuality guidelines are called occurrences. Employees who do not adhere to the policy may be subject to corrective action up to and including termination.
- B. No employee shall be penalized for absence or tardiness caused by extraordinary or extenuating circumstances, including, but not limited to: a) Hospitalization; b) Emergency Room, Critical Care or Urgent Care visits, or any medical event requiring transportation by ambulance; c) Serious accidents such as automobile accidents, substantiated house-related emergencies, and natural disasters, unable to get to work because of extreme weather (ex: roads employee uses to get to work are all closed) and unanticipated public transit breakdowns; d) Absences covered by all applicable laws such as Wage and Hours, Workers Compensation.

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

- C. Attendance is measured on a rolling twelve (12) month period; this not a calendar year. For example: "Employee Doe calls off on August 1, 2013. Doe's attendance record is reviewed back to August 2, 2012, to determine the number of total occurrences in the

past twelve (12) months. Additionally, if an employee does not have an unscheduled absence in a six (6) month block period or if the employee makes it up in the same work week, then the most recent occurrence will be dropped from the employee's record.

D. Corrective Action for Attendance policy violations are as follows:

E. Approved Time Off

1. Approved Time Off may be unpaid or paid and must be approved in advance by the Employer unless covered under Sick Leave-PTO. This includes approved Paid Time Off (PTO), Personal Leave, Medical Leave of Absence, Bereavement Leave, Military Leave, Jury Duty or mandatory court appearance, on the job injury (Workers Compensation), Family and Medical Leave, disability or medical leaves of absence for conditions defined by state and federal law, disciplinary suspension or other unusual circumstances as defined and approved by the Employer.
2. The Employer may require documentation of the extraordinary or extenuating circumstance or approved time off.
3. Full and Part time employees may request up to four (4) days of unpaid time for any reason per year based upon the employee's anniversary date. Employer will take all reasonable steps to approve if the request is sent in two weeks beforehand.
4. Approved time or time off under 15(b) will not incur an occurrence(s).

F. Absence

1. Absence is defined as being absent from work on any scheduled workday for one-half of a scheduled shift. (Exception: see Tardy). Absence will accrue one (1) occurrence unless it is covered under Sick Leave-PTO. In case of illness, a doctor's note may be requested for any absence and will be required for an absence of three or more consecutive scheduled days. Multiple consecutive days of absence will be considered as one (1) occurrence. Consecutive days include where the days are on both sides of scheduled days off.
2. Notice of Absence
Employees are expected to give their supervisors at least two (2) hours advance notice for all unscheduled absences. Such notice must be made by calling the shift supervisor. If the supervisor is unavailable, the employee must leave a message and then call the HSS Control Center. Failure to provide at least two (2)

hours' notice will result in the unscheduled absence counting as two (2) occurrences.

3. The Employer recognizes that in an emergency situation or extenuating circumstance two (2) hours' notice prior to the beginning of the shift may not be feasible. If an employee is involved in such a situation, the employee must report it to his/her supervisor as soon as possible. Documentation may be required to substantiate the emergency. If approved by the Employer, the unscheduled absence may be reduced to one (1) occurrence.

Occurrences	Corrective Action
4	Written Warning 1
5	Written Warning 2
6	Final Notice
7	Termination

G. No Call No Show

1. 'No Call No Show' violation occurs when an employee fails to report for their assigned shift and fails to notify the employer within the first two (2) hours of their shift. 'No Call No Show' is not considered an absence occurrence and not is part of the absence occurrence policy. If the employee notifies the employer prior to the next shift, then the first 'No Call No Show' will result in a final written warning. Second 'No Call No Show' within the same calendar year will result in further discipline up to and including termination.
2. The employee must provide a detailed explanation of the extraordinary or extenuating circumstance that contributed to the employee's lack of notification for the absence. The employee must also provide any documentation requested by the employer within five (5) calendar days of the absence or request.
3. If the explanation and documentation adequately explains the absence and provides justification why the employee was unable to notify the employer of the absence and the explanation and documentation is accepted by the employer, the employee will not be terminated for a violation of the 'No Call No Show' policy. If the employee does not provide justification and requested documentation for a violation of the 'No Call No Show policy', the employee will be disciplined as described above.

H. Tardy

1. Tardy is defined as being fifteen (15) or more minutes late for the start of the assigned shift. Employees are required to notify a supervisor at least ten (10) minutes prior to the start of their shift if he/she is going to be tardy. Such notice must be made by calling the shift supervisor. If the supervisor is unavailable, the employee must leave a message and then call the HSS at Gate 1.
2. Occurrences of tardiness are counted in a six (6) month rolling period. Incidences of tardiness will be treated as follows.
3. Tardiness with call-in as described above will result in one (1) incident. Tardiness without call-in will result in two (2) incidents.
4. Any employee who is more two hours (120 minutes) late for their shift will incur an additional incident

Number of Incidents	Discipline
2 Incidences	Written Warning 1
3 Incidences	Written Warning 2
4 Incidences	Final Notice
6 Incidences (but no less than 5 tardies)	Termination

I. Leaving Prior to End of Shift.

1. Upon supervisory approval an employee may be released prior to completion of his/her shift.
2. Leaving prior to the end of a shift will result in one (1) occurrence unless a supervisor requests that the employee leave early due to illness or other concerns.
3. If an employee leaves prior to the end of their shift without prior supervisory approval and proper relief, it will be considered abandonment of post and the employee will be terminated immediately. If an employee needs to leave, but their supervisor has not approved or provided relief, the employee can call the chain of command to seek relief. For temporary relief due to an emergency and the supervisor fails to approve in a timely manner, and the employee leaves for temporary emergency then the employee will not receive discipline. Employee must notify supervisor or manager in person, by radio, by phone, or via TrackTik prior to leaving post.

Article 16: Corrective Action

- A. When necessary, the Employer will apply corrective action to counsel and guide employees who fail to meet expected standards in performance or behavior. The Employer reserves the right to omit steps or terminate an employee immediately at its discretion based on the severity of the offense. Closely related infractions may be combined as an occurrence for purposes of progressive discipline depending on the circumstances of the infraction. Corrective action will be determined by the principles of Just Cause and progressive discipline. Discipline will be separated into two categories: behavior/job performance and attendance. A single violation or closely related violations will only be marked under one category.
- B. Employees have the right to a steward present for any meeting with the Company that involves an investigatory interview and/or any discipline. The Company shall inform the employee of his/her right to the presence of the steward prior to beginning the meeting. This right includes when the Company requests the employee write an internal. The Company shall document that it informed the employee of his/her right to a steward's presence.
- C. Step 1 - Warning 1
With warning 1, the Supervisor discusses the problem with the employee. The employee is advised what must be done to correct the problem and the potential consequences of failure to correct the problem. The warning is documented, filed in the employee's personnel record, and a copy is provided to the employee. Warning 1 will be presented in writing within seven (7) days of the infraction. Warning 1 shall be active for six (6) months from the time of the incident.
- D. Step 2 - Warning 2
In the event of another violation and/or a recurrence of a previous violation within six (6) months of Warning 1, an employee may receive another written warning outlining the problem, the required corrective action, a timeline for improvement, and the consequences of failure to correct the problem up to and including termination. Warning 2 will be presented in writing within seven (7) days of the infraction. Warning 2 shall be active for nine (9) months from the time of the incident.
- E. Step 3 – Final Notice
In the event of another violation and/or a recurrence of a previous violation within nine (9) months of Warning 2, an employee may receive a written Final Notice outlining the problem, the required corrective action, a timeline for improvement, and the consequences of failure to correct the problem up to and including termination. Final Notice should be presented in writing within seven (7) days of the infraction. Final notice shall be active for twelve (12) months from the date of the incident.

F. Suspension

1. At the Employer's discretion, an employee may be relieved from duty pending investigation of a suspected violation. During this suspension, the incident receives administrative review, and a final disposition is made. Further discipline may be imposed by the Employer based on the facts of the incident up to and including termination.
2. If an investigation finds that the employee is not culpable, or discipline is less than the period the employee was off during this investigatory suspension, the employee will be returned to work and will receive the appropriate wages lost due to the investigatory suspension. If the employee receives any discipline, then the Union does not have to grieve this investigatory suspension as a separate violation, but rather it is included as part of the grievance over the ultimate discipline. If the Union did not file a grievance during the investigatory phase, it may file one if discipline is handed down.
3. Suspension may be used as an additional step in the corrective action process at the Employer's discretion.

G. Step 4 - Termination

In the event of another violation and/or a recurrence of a previous violation within twelve (12) months of the final notice or disciplinary suspension, whichever is later, the employee may be terminated.

Article 17: Grievance Procedure

A. Applicability

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

B. Direct Dealing

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

consent of the employees or employee involved.

2. Employees are encouraged to resolve disputes arising within the confines of this agreement directly with their supervisor. If the employee wishes, he or she may request the presence of a witness and such witness may be a fellow employee or a union steward. Such resolution is not binding on future situations. If the employee is unsatisfied with the response, he or she may appeal the decision through the grievance process. The Union and the Employer agree to be bound by the timelines in the grievance process unless it is mutually agreed to extend them.

C. Step 1

1. The grievance must be filed with Human Resources at the airport within seven (7) workdays after the grievant knew or should have known of the alleged violation. If a discharge, then the employee has an additional twenty (20) workdays to file a grievance but if the grievance is filed after the initial seven (7) work days, then the remedy, if it includes make whole, would not cover any period between when the discharge occurred and the grievance is filed.
2. The grievance must be in writing and include a written explanation of the alleged contract violation and resolution being sought.
3. At least one day prior to the Step 1 grievance meeting, the Employer and the Union will provide the other party with any documentation supporting their position. The Union shall provide it to HR and the Employer shall provide it to the Union staff. Nothing prohibits either party from making relevant and necessary information requests.
4. The Step 1 grievance meeting shall take place within seven (7) work days of the filing of the grievance. Such meeting will include grievant(s), union steward, Supervisor, and Manager, and will take place during the employee(s) paid time.
5. The supervisor or manager will provide a written response to the Union and the employee within 5 business days following the Step 1 grievance meeting.
6. If the response is not acceptable to the grievant and Union, it may be appealed to Step 2.

D. Step 2

1. Appeals to Step 2 must be made within seven (7) business days of receiving the response at Step 1. The appeal is made to the Human Resources
2. At least one day prior to the Step 2 grievance meeting, the Employer and the Union will provide the other party with any additional documentation supporting their position. The Union shall provide it to HR and the Employer shall provide it to the Union staff. Nothing prohibits either party from making relevant and necessary information requests.
3. The Step 2 grievance meeting will include the grievant(s), union steward, union staff, and Airport Director or designee. Such meeting shall take place within five (5) business days of the Employer's receipt of the appeal.
4. The Employer will provide a written response to the Union and the employee within five (5) business days following the Step 2 grievance meeting.
5. If the response is not acceptable to the grievant or Union, it may be appealed to Step 3.

E. Step 3

1. Appeals to Step 3 must be made within seven (7) business days of receiving the response at Step 2. The appeal is made to Human Resources.
2. At least one day prior to the Step 3 grievance meeting, the Employer and the Union will provide the other party with any additional documentation supporting their position. The Union shall provide it to HR and the Employer shall provide it to the Union staff. Nothing prohibits either party from making relevant and necessary information requests.
3. The Step 3 grievance meeting will include the union staff and the Employer's Vice President of Human Resources or designee. Such meeting will take place within five (5) business days of receipt of the appeal. VPHR will provide a written response within five (5) business days after the Step 3 grievance meeting.

F. Arbitration

1. If the grievance remains unresolved at Step 3, the Union may choose to refer the matter to arbitration. This choice will be made known to the Employer within ten

- (10) work days, or longer as mutually agreed upon, of the Employer response at Step 3.
2. The parties shall select from a list of nine (9) arbitrators requested from the Federal Mediation and Conciliation Service, each of whom shall be a member of the National Academy of Arbitrators. Unless otherwise agreed, the parties shall alternately strike names from the list. The final name left shall be the arbitrator.
 - a. The parties must agree upon the selection of an arbitrator within 7 business days of receipt of the list of nine (9) arbitrators. If a party refuses to participate in the timely selection of an arbitrator, the other party may select the arbitrator from the FMCS list. The arbitrator's decision shall be final and binding on both parties. The arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto. Arbitration shall be set for a date no later than 90 days from date of the grievance, unless mutually agreed by both parties, or unless the selected arbitrator is not available within this time period. The decision shall be made within the scope and terms of the Agreement, and shall be final and binding on both parties. The arbitrator shall not have the authority to add to, detract from, modify, or amend this agreement.
 3. If either party wants a transcript of the hearing, the party requesting the transcript will bear the cost. The parties agree that said transcript constitutes the official record of the hearing only if the requesting party makes the transcript available to the arbitrator and non-requesting party at no cost.

Article 18: Joint Labor-Management Committee

- A. The parties shall establish a joint labor-management committee which will meet on paid time no less than bi-monthly, or at the request of either party. The committee shall discuss working conditions, training, promotional opportunities, improving labor-management relations, personal appearance, and similar topics.
- B. There shall be five union members released for the meetings to be named by the union. To the degree reasonably possible there should be a union member from each shift, but no more than two from any shift, and at least one from TQM. One Union representative may participate.
- C. Labor- Management Meetings shall be scheduled within fourteen (14) days of being requested by either party. Anything said within the joint-labor management committee meeting shall not be subject to the grievance procedure or disciplinary procedure.

- D. Nothing in this provision waives the Union's rights to file a grievance over any actions taken by the Employer that the Union believes violate the Agreement. This is not a step in the grievance procedure.

Article 19: Union Access

- A. The Employer will not preclude union stewards and union staff with appropriate DEN badge access to company break rooms to talk to employees during their company break periods, or in any locations where employees take breaks and lunch.
- B. Union staff and stewards shall have the right to talk to employees during their company break periods or non-work time, in any locations where the union staff or steward has access.
- C. Once a month during employees' paid time at a time mutually agreeable between the Union and the Employer, the Union shall be permitted thirty (30) minutes for a meeting with those employees who have begun employment since the last union orientation. The thirty (30) minutes shall be uninterrupted and HSS management personnel shall not be present in the room during the orientation. If an interruption occurs due to emergency or immediate need for operational issues, the remainder of the thirty (30) minutes shall be allowed after the interruption.
- D. The Union shall have the right to a reasonably-sized locked bulletin board, supplied by the Union, in each break room where the Employer has a bulletin board.

Article 20: Wages

- A. Testing Rewards
 - 1. In the event that the City and County of Denver, or HSS, conducts an audit or test of a Bargaining Unit Employee, they shall receive a \$10 reward for a positive outcome.
 - 2. In the Event that TSA conducts an audit or test of a Bargaining Unit Employee, they shall receive a \$25 reward for a positive outcome.
- B. Anniversary Awards
 - 1. Year One (1) - \$50
 - 2. Year Five (5) - \$100
 - 3. Year Ten (10) - \$200
 - 4. Year Fifteen (15) - \$350
 - 5. Year Twenty (20) - \$500

6. Year Twenty-Five (25) - \$750

7. Year Thirty (30) - \$1000

C. Wage Table

Security Officers and TQM				
Seniority	Current	April 1, 2018	April 1, 2019*	April 1, 2020*
Start	\$ 14.13	\$ 15.00	\$ 15.45	\$ 15.91
1	\$ 14.56	\$ 15.20	\$ 15.66	\$ 16.13
2	\$ 14.77	\$ 15.40	\$ 15.86	\$ 16.34
3	\$ 15.00	\$ 15.60	\$ 16.07	\$ 16.55
4	\$ 15.21	\$ 15.80	\$ 16.27	\$ 16.76
5	\$ 15.41	\$ 16.00	\$ 16.48	\$ 16.97
10	-	\$ 16.20	\$ 16.69	\$ 17.19
15	-	\$ 16.40	\$ 16.89	\$ 17.40
20	-	\$ 16.60	\$17.10	\$ 17.61

Other Positions				
	Current	April 1, 2018	April 1, 2019*	April 1, 2020*
TQM Lead	\$ 16.66	\$ 17.50	\$ 18.03	\$ 18.57
AOB receptionist	\$ 16.70	\$ 17.50	\$ 18.03	\$ 18.57
Acting Trainer	\$ 16.63	\$ 16.75	\$ 17.25	\$ 17.77
Acting Supervisor	\$ 17.61	\$ 17.75	\$ 18.28	\$ 18.83

1. * Wage and Benefits Reopener: In years 2019 and 2020 if the City of Denver grants HSS greater than a 3% annual increase, the parties shall meet to negotiate increases in the economics of wages and PTO time.
2. The above wage table reflects a 3% increase on April 1, 2019 and a 3% increase on April 1, 2020.

D. Differentials

Starting April 1, 2018	
TQM	\$ 0.15
Mids	\$ 0.50
Specials	\$ 3.50

1. Any employee working in a position or during a time period covered by differentials, shall receive differential pay.
2. The differential for Specials will apply when an outside vendor is paying for the work.
3. The employer will equitably distribute the Specials work among employees.

E. Ratification Bonus

1. 2018: All employees shall receive a one-time bonus of \$250, paid within thirty (30) days of the Union's notice to the Employer that the contract has been ratified.

Article 21: Call In and Reporting Pay

If an employee reports to work a scheduled or unscheduled shift, and the employer does not provide at least ninety (90) minutes' notice prior to the start of the shift that there is no work for that shift, the employee shall be paid for three (3) hours work. The same provision shall apply if an employee starts work and is released from work at the initiative of management prior to three (3) hours of time worked.

Article 22: Acting Pay

Acting pay shall be offered on a fair and equal basis to unit members who meet the qualifications for the acting assignment. Acting assignments shall be voluntary. When acting, unit members shall receive the base salary of the classification in which they are acting for 60 minutes or more in the same shift. Acting pay rates for non-bargaining unit positions, including Trainer, and Supervisor can be found in Article 20C.

1. For posts that do not require city approval, acting pay shall be offered on a fair and equal basis to unit members who meet the qualifications for the acting assignment. Acting assignments shall be voluntary. When acting, unit members shall receive the base salary of the classification in which they are acting in for that period of time.

Article 23: Overtime

- A. Overtime will be paid at time-and-a-half (1 ½) for all time worked after forty (40) hours in a work week.
 1. If an employee is required to work more than twelve (12) hours in one work day, he or she will be paid at time-and-a-half (1 ½) for any time after twelve (12) hours, regardless of whether the employee worked forty (40) hours in that week.
- B. Once a quarter, employees may sign up to be on the Overtime Call List. Sign up will be open the second to the last week of the previous quarter, for an entire week, and will take place in the Scheduler's office. Employees will state days and shifts that they will be able to work overtime. The list will then be sorted by seniority and posted in all employee break rooms.
- C. When the Employer offers overtime, the following process applies:

1. For holdovers and last minute overtime (Anything within 2 hours' notice or less prior to scheduled shift):
 - a. Overtime is first offered to the person already working the post.
 - b. If that person cannot do it, the overtime is offered to those already working who are qualified to perform that job in seniority order.
 - c. Under no circumstances will a person who accepts an overtime assignment be bumped or bump any other officer from their bid post.

2. For scheduled or advance-notice overtime:
 - a. The Employer will offer the overtime to qualified and available employees on the overtime call list, in seniority order. If an employee refuses the overtime assignment or misses the call and fails to call back within an hour, that will count as one (1) refusal. If an employee has five (5) refusals within one quarter, he or she will be removed from that quarter's overtime call list. Such a removal shall not prevent the employee from signing up on subsequent quarterly overtime call lists
 - b. If an employee calls back within one (1) hour and accepts the overtime assignment, it will not be considered a refusal regardless of whether the assignment has already been filled.
 - c. Under no circumstances will a person who accepts an overtime assignment be bumped or bump any officer from their bid post.
 - d. The overtime call list shall be provided to the Union or Union Stewards upon request, including how management tracks overtime assignments.

3. If there are insufficient people who volunteer, either through the holdover system or the overtime call list, then it is offered among those working the position in reverse seniority order. An employee can only refuse to work overtime if he or she has an unavoidable conflict. The Employer may request reasonable proof that such a conflict exists.
 - a. However, in cases of emergency at the airport that necessitate the assignment of overtime, for which there are insufficient employees who volunteer, then the overtime is offered among those working the position in reverse seniority order and an employee can only refuse to work overtime if he or she has a personal emergency that causes him or her to be unable to work such overtime.

4. Under no circumstance will a Unit member who accepts an overtime assignment be bumped, nor will a unit member scheduled for overtime bump another unit member from their bid post. This applies to any situation where schedule changes are made.

5. At an Employee's discretion, anyone working sixteen (16) consecutive hours, shall be allowed to take their next shift off. If the Employee opts out of the next shift, the employee shall notify a supervisor prior to leaving the post.

Article 24: Transportation Benefit

As long as the City of Denver and RTD maintain the current financial agreement, the Employer shall issue to each employee either an employee airport parking pass or an RTD Eco Pass, at no expense to the employee. It will be the employee's option whether to choose the parking pass or the RTD Eco Pass. RTD Eco Passes will be considered company property and must be forfeited upon an Employee's termination. Prior to any change being made, the Employer will bargain with the Union on any potential change caused by the change in the current financial agreement.

If an employee is held over and public transportation is not available, the Company shall provide the Unit member with a transportation voucher.

Article 25: Incentive Pay

- A. The Employer will continue the quarterly individual employee incentive program as mandated by the City and County of Denver.
- B. Within five (5) business days of receiving written notice of the individual quarterly incentive, an Employee may request documentation of the number of points that they have in their file that count towards that quarterly bonus, as well as documentation for any deductions or additions. Point count and the supporting documentation will be supplied to the Employee within five (5) business days of the date of request.
- C. Employees will have the opportunity to challenge the number of points in their file by raising the issue with his/her supervisor within five (5) business days of receipt of requested documentation. If unsatisfied with that result of that challenge, then the Employee may raise his/her challenge with next level of management within five (5) business days after the challenge to the first level has been rejected. This is not part of the grievance procedure.

Article 26: Jury Duty/Subpoena as Witness

- A. Any employee who is required to report for jury service or subpoenaed as witness in a trial on days he/she is otherwise scheduled to work shall be paid the difference between the fee received for jury duty/witness and the amount he/she would have earned working the hours for which he was scheduled at the straight time hourly rate.
- B. The employee is required to provide proof to the Employer of jury duty or the subpoena and for jury duty this includes receipt of the fee.

Article 27: Time Off

- A. Fulltime Employers shall accrue the following paid time off (PTO) according to their respective anniversary dates:
1. 1 year: 48 hours
 2. 2 years: 56 hours
 3. 3 years: 64 hours
 4. 4 years: 72 hours
 5. 5 years: 96 hours
 6. 10 years: 120 hours
- B. Employees will be allowed to take vacations using PTO time. The Employer cannot unreasonably deny vacation time.
- C. PTO hours may be cashed in at any time, so long as after the cash out, the Employee has at least forty (40) hours remaining in his or her PTO bank.
- D. On each anniversary date, any PTO hours that have not been used or cashed out will be carried forward to the next year in accordance with the table below. Employees may not carry more than their maximum annual eligibility from year to year.

Tenure	Maximum Carryover
1 year	48 hours
2 years	56 hours
3 years	64 hours
4 years	72 hours
5 years	96 hours
10 years	120 hours

- E. Selection of PTO Days
- Selection and scheduling of PTO will occur in two (2) rounds as outlined below. The selection process will commence in the first full week of November each year. The employer will make a calendar of PTO days available to employees in the schedulers' office no later than the end of the second week of October. The employer will also try to make the calendar of PTO days available on the HSS website. The employer will set aside time in the schedule that equates to eighty (80) hours per full time employee of PTO during Round 1 of the scheduling process.

1. Round 1 Selection

- a. In Round 1, employees may schedule a maximum of 120 consecutive hours from still available designated PTO days.
- b. Round 1 PTO selection shall take place over five (5) consecutive business days during the first full business week of November of each year.
- c. During this five (5) day period the Employer will assign each full-time employee a ten (10) minute window, in seniority order to select PTO.
- d. Employees may select his or her PTO by coming into the office or calling in.
- e. If an employee fails to come in or call during his or her appointed time, then that employee may call or come in during any subsequent time during business hours and select from the PTO days still available at that time.
 - i. To protect the integrity of the scheduling process, employees will have five (5) minutes to finalize his or her choice of bid in the subsequent request whether by call or in person.

2. Round 2 Selection

- a. In Round 2 employees may schedule all remaining PTO in consecutive hours from still available designated PTO days.
- b. Round 2 selection shall take place over five (5) consecutive business days beginning no later than the second full week of November of each year.
- c. During this five (5) day period the Employer will assign each full-time employee a ten (10) minute window, in seniority order to select his/her additional accrued PTO.
- d. Employees may select his or her PTO by coming into the office or calling in.
- e. If an employee fails to come in or call during his or her appointed time, then that employee may call or come in during any subsequent time during business hours and select from the PTO days still available at that time.
 - i. To protect the integrity of the scheduling process, employees will have five (5) minutes to finalize his or her choice of bid in the subsequent request whether by call or in person.

3. Remaining PTO

- a. If during this process, an employee does not select sufficient PTO days to cover all of his/her eligible PTO time, then he/she may request other days off during the calendar year up to the remaining balance of his/her accrued PTO time.
- b. If the requested day is not otherwise available or not for illness or family emergency, then the Employer shall have the discretion of whether to grant the requested day off so long as its decision is based on articulable business need.

F. Time Off for Part-Time Employees

1. Part-time Employees shall receive forty (40) hours of non-paid time off per year, starting on their first (1st) anniversary date. Unused unpaid time off can be banked for use in the following year.

G. Sick Leave-PTO

1. Each full time employee shall accrue sick leave-PTO days as follows:
 - a. April 1, 2018: 2 days, with the first day accruing in total at CBA initiation date.
 - b. April 1, 2019: 4 days
 - c. April 1, 2020: 6 days
2. Sick days will accumulate on a pro-rata bi-weekly basis accumulative to a maximum of forty (40) hours. Only employees with thirty (30) days or more of continuous service will be eligible for sick leave-PTO.
3. Sick leave-PTO will be paid from the first (1st) day of illness for employees, to care for sick family members, or for any other leaves covered by FMLA. Employees who use a sick day will not be subjected to discipline.
4. The Employer may require a doctor's slip if the Employer has reasonable doubt as to the employee's illness or such employee has exhibited a pattern for being absent on the same day of the week or on days adjacent to the employee's "off days".

Article 28: Holidays

- A. The following holidays shall be recognized for all employees:

New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas

- B. Any employee who works on a holiday will receive pay at time-and-a-half (1 ½).

Article 29: Catastrophic Leave

Employees are eligible for Catastrophic Leave as currently defined in the HSS Employee Handbook and described in Attachment A to the contract.

Article 30: Union Leave

- A. Union stewards shall be allowed to attend the grievance meeting or the meeting pursuant to a Weingarten request during work hours.
- B. Union stewards will be allowed to attend up to four steward trainings, unpaid, per year. No more than five (5) workers will be called off for training at a time. Union must provide a minimum of two (2) weeks written notice for training.
- C. Union Executive Board members will be allowed unpaid leave time once a month for board meetings.
- D. Other than Executive Board, steward training, and collective bargaining, up to four (4) workers at a time can be granted unpaid leave for Union business:
 - 1. Without loss of seniority rights or benefit accrual.
 - 2. With two (2) weeks written notification.
 - 3. For up to ninety (90) days at a time, extendable by mutual agreement.

Article 31: Personal Leave Without Pay

In addition to other specific HSS Leave policies, employees may request a Personal Leave of Absence when compelling circumstances require an extended absence from work. Granting such leave is at the employer's discretion and subject to the needs of the business.

Article 32: Additional Benefits

The Employer will continue to provide to employees the following benefits: Aetna Voluntary Hospital Plan, Short Term Disability, Long Term Disability, Life and Accidental Death and Dismemberment Plans, and 401k as each is currently offered to employees.

Article 33: Health Insurance

- A. The bargaining unit Employees will remain covered under the same health insurance plan as all other HSS employees.
 - 1. If the Employer decides to offer any additional plans during the term of this Agreement, the Employer shall provide the Union with sixty (60) days' notice prior to the intended implementation the additional Plan and its Plan design and

the parties shall meet to negotiate the employee monthly contributions. No additional Plan may be implemented prior to the Employer and Union reaching agreement on such contribution amounts.

2. In the event that a law, rule or regulation, implemented after the effective date of this Agreement, substantially changes health insurance benefits, benefit levels or plan design of the current plan or of other plans which would potentially become available to the employer and/or employees as a result of governmental action, including changes affecting co-pays and deductibles, the Employer shall notify the Union of such change at least sixty (60) days prior to its implementation, and upon the Union's request, meet with the Union discuss its impact on the bargaining unit employees. The employer shall furnish the Union with appropriate information regarding the impact and cost of the changes. The parties shall make good faith efforts to alleviate any adverse impact in coverage/cost to the unit employees and the employer.
- B. The Employee share of any premium increases in the health insurance plans offered by the Employer shall be capped at 6% per year.
 - C. Spousal surcharge of \$100.00 per month will apply to Employee +1 coverage if Employee's spouse is employed fulltime by another employer through which he or she has access to a qualified group plan that meets ACA affordability requirements. Spousal surcharge will not apply to Family coverage.
 - D. Refer to Article 20C for Wage and Benefits Reopener language.

Article 34: Layoff

- A. The Employer shall provide the Union at least three (3) weeks' notice prior to any layoff, unless there are extreme conditions, in which case the Employer shall provide notice as soon as they aware that layoffs shall occur due to such extreme conditions. Such notice shall list the number of layoffs within each classification and the date(s) of such layoffs.
- B. Layoffs shall occur as follows:
 - a. Employees shall have the right to volunteer to be laid off. If more employees volunteer than the number of layoffs, then such volunteers shall be taken in seniority order.
 - b. If there are an insufficient number of volunteers, then
 - i. Part-timers shall be laid off before any full-time employees. This could

mean full-time employees having to accept part time positions.

- ii. Layoffs shall be within classification of job assignment at the Airport. The classifications for purposes of layoff are, TQM Attendant, AOB, Fingerprinter, and Security Officer.
- iii. AOB and Fingerprinter are positions chosen by the airport. The layoffs of these individuals are at the airport's discretion.
 - 1. Employees in the classification in which layoffs occur who are laid off from that classification shall have the right to transfer into a Security Officer position, seniority permitted, and shall take such available open shift to achieve fulltime status until the next bid.
- iv. TQM Attendant layoffs shall follow the process outlined in Paragraph v below.
 - 1. Employees in the classification in which layoffs occur who are laid off from that classification shall have the right to transfer into a Security Officer position, seniority permitted, and shall take such available open shift to achieve fulltime status until the next bid.
- v. For Security Officers layoffs shall be in reverse seniority order among those who are trained and qualified to the current requirements for the same number of posts, starting with part-time employees and then full-time employees. Those Security officers qualified for the least amount of multiple posts will be subject to layoff prior to those Security Officers who are qualified to the current requirements of a higher number of posts.
- vi. Qualified means multiple skills, knowledge of posts, and ability to perform essential functions of the post.
- c. Laid off employees shall have two (2) years recall rights and shall be offered employment to any open position within the unit in seniority order, so long as they successfully complete all of the training and assessment requirements and demonstrate the ability to perform the essential functions of the job. While any employees are on the recall list the Employer shall not hire any employee from the outside to fill any open position unless all employees on the recall list have been offered the opportunity to fill that position.
 - i. Recall notices shall be sent by certified mail to the last address that the

employee has provided to the Employer and a copy of such recall notice shall be provided to the Union at the time the notice is sent.

- ii. An employee shall have ten (10) business days from receipt of such notice to accept the recall or such employee loses the opportunity for recall.
- iii. Seniority for the purpose of accrual of time off and pay treatment will be the employee's original date of hire, less the time the employee was on layoff. Seniority for all other purposes will be based on the original date of hire.

Article 35: Management Rights

- A. The Employer retains the exclusive right to manage the site; to direct, control, and schedule its operations and the workforce and to make any and all decisions affecting the business, subject to any provisions of this Agreement. The Union recognizes and agrees that, except as specifically limited by the provisions of this Agreement, the Employer maintains sole and exclusive right to manage its business in such a manner as the Employer shall determine to be in its best interest. The Employer's right to manage its business includes, but is not limited to, the sole and exclusive right to: hire, promote, non-disciplinary demote, layoff, reassign for cause, and direct employees, suspend, discharge or discipline employees for just cause; select and determine the number of employees, including the number assigned to any particular work; increase or decrease the work force; direct and schedule the work force; determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance by employees of the Employer; promulgate, post, and enforce reasonable rules and regulations, policies and procedures, governing the conduct and action of employees during the work hours; select and determine the need and number of supervisory employees; establish, determine content of, and implement training programs; establish work schedules and assignments; set standards of performance of the employees; determine the work to be performed, qualifications, staffing, job content, the employee's performance and methods to be employed; administer drug and alcohol tests in accordance with HSS Drug and Alcohol policy; establish quality, production and work standards; determine and re-determine job content and any classifications that are required; and determine the qualifications of the employees and to maintain safety and efficiency and order.
- B. The choice, control and direction of all supervisory and management staff shall be vested solely and exclusively in the Employer.
- C. In the event of any conflict between a provision of this Agreement and a written policy or procedure stated in the HSS Employee Handbook, the provision of this Agreement shall prevail.

Article 36: No Strike

- A. During the term of this Agreement, neither the Union nor employees will engage in, instigate, cause, sponsor, encourage or take part in any strike, slowdown, concerted reduction of production, sympathy strike, and/or jurisdictional strike. During the term of this Agreement, the Employer will not engage in a lockout of any employees. During the term of this Agreement, the Union will not picket or boycott the Employer over disputes that are subject to the grievance and arbitration provisions of this Agreement.
- B. Neither the Union nor employees will recognize any picket lines established by the signatory union or other crafts for any reason, including any type of grievance, jurisdictional dispute, contract expiration, substandard wages or recognitional purposes. In the event of such picket line by another labor group, the employees will remain on the job for the protection of life, limb, and property, including the security and safety of the airport, airlines, or travelling public and shall not be required to assume the type of duties outside the scope of this Agreement.
- C. In the event of a breach of Section 1 or Section 2, above, upon notice from the Employer the Union shall immediately instruct the involved employees that their conduct is in violation of the contract, that they may be disciplined up to and including discharge, and instruct all such persons to quit the offending conduct and take all reasonable means to end the breach.
- D. Any resort to the Grievance Procedure shall be limited solely to determine whether such employee engaged in the prohibited conduct herein. The Arbitrator shall have no authority to modify the discipline for violation of Section 1 and/or Section 2.
- E. If the Employer elects to pursue any remedies it may have as a result of a breach by the Union of this Article in any court of competent jurisdiction, the court and not the arbitrator shall determine the breach, damages, and other appropriate relief.

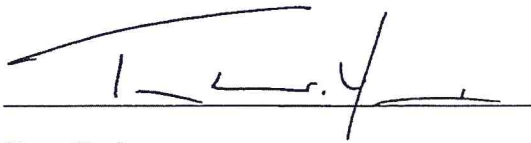
Article 37: Savings Clause

In the event the courts should decide that any clause or part of this Agreement is illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other provisions of the Agreement, and the parties agree to negotiate with respect to the provision(s) not in compliance with the applicable law(s). Notwithstanding, the Employer reserves the right to contend that the subject matter is not negotiable by law and/or resolved by the existing terms of this Agreement.

Signatures

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signatures of their authorized representatives this 23rd day of March, 2018.

For the Employer:

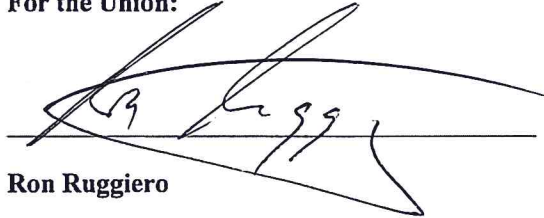


Tony York

Chief Executive Officer

HSS, Inc.

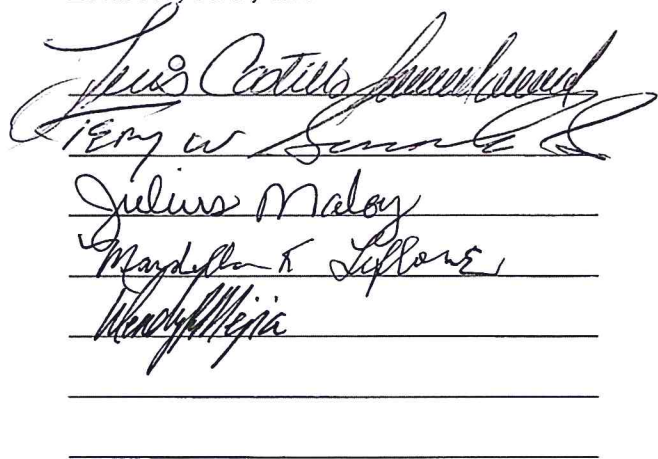
For the Union:



Ron Ruggiero

President

Service Employees International Union
Local 105, CTW, CLC



Attachment A: Catastrophic Leave Policy

Catastrophic Leave (CL)

If you are a full-time employee and become unable to work due to a serious illness, death in the family, or non-work-related injury, you may be eligible for paid leave. The Catastrophic Leave (CL) benefit is similar to a company-paid Short-Term Disability benefit and benefits are paid at your base rate of pay at the time you take the leave.

Eligibility

Full-time employees earn 40 hours of CL after their first year of full-time employment and accrue 1.54 hours each pay period worked after that. The maximum that can be accrued is 200 hours. No additional CL time will be accrued once the maximum 200 hours has been reached. Hours will begin to accrue again once time is used and accrued hours total less than 200.

Employees who change from full-time to part-time or on-call/inactive:

- Are not paid for any unused CL.
- Will not accrue CL.

Employees who resign from HSS, or who are terminated, will not be paid for any unused CL.

Medical CL

You may use CL immediately if you are having outpatient surgery or being admitted to the hospital. You may also use CL for your own serious illness after you have been absent for 40 hours. If you are taking a medical leave of longer than a week, you must use Catastrophic Leave in conjunction with medical leave. You'll need to provide a doctor's note stating that you will be unable to work for this extended period.

Bereavement CL

If a parent, spouse, sibling, child, or step child dies, you may use CL for bereavement. CL will begin with the first scheduled work shift you miss, up to a maximum of three scheduled shifts.

Work-Related Injury

CL is only available under the following conditions if you have experienced a work-related injury:

- You were injured in the course of doing your job as an HSS employee and the injury/condition is work-related; and,
- You reported the work-related incident to HSS; and,
- You are not being compensated by Workers' Compensation insurance for the initial waiting period; and,
- You have provided medical certification from an HSS designated medical provider to HSS indicating your inability to work; and,
- You have Catastrophic Leave available.

In addition to meeting the five conditions described above, you must notify HSS before the first work shift you will miss begins.

Agreement for TQM Security Officers

BY AND BETWEEN

HSS Inc.

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION –
LOCAL 105**

Section A.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time TQM Security Officers at Denver International Airport, excluding supervisors and managers as those terms have been defined by the National Labor Relations Act and administrative staff.

Section B.

Except for Article 2, this agreement adopts all language and articles found in the HSS Security Officer collective bargaining agreement with SEIU Local 105.