

Agreement
Between

LAZ Parking,

Nationwide Parking

&

Service Employees International
Union
Local 105, CTW, CLC

Effective Date: October 15, 2024

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LAZ PARKING MIDWEST LLC, M.S. CLARK ENTERPRISES DBA NATIONWIDE
PARKING SERVICES, AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 105, CTW, CLC

This Agreement, effective October 15, 2024, between LAZ Parking Midwest LLC (“LAZ Parking” or “LAZ”) and M.S. Clark Enterprise DBA Nationwide Parking Services (“Nationwide”), hereinafter referred to as “Employer”, and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 105, CTW, CLC, hereinafter referred to as the “Union”.

In entering into this Agreement, the Employer and the Union, for itself on an behalf of all bargaining unit Employees represented by the Union for purposes of collective bargaining, agree to follow this contract and maintain and encourage a professional work environment in all places where all parties are treated with respect and dignity.

ARTICLE 1 UNION RECOGNITION

- A. The Employer agrees to recognize the Union as the exclusive legal bargaining representative with respect to wages, hours and working conditions for all full-time and regular part-time Vehicle Services Agents, Front Desk/Dispatchers (97), License Plate Inventory (LPI) Agents, Virtual Customer Service Agents, Parking Supervisors*, and Parking Ambassadors at Denver International Airport (“DEN”), but excluding all other Employees, guards and supervisors.

(*NOTE: The parties agree that the title “Parking Supervisor” mandated by DEN does not include statutory supervisors under the National Labor Relations Act).

- B. Supervisory and temporary Employees shall not perform work normally performed by the Employees covered by this Agreement unless for training or Employees are not immediately available to perform such work. Except when unusual and/or compelling circumstances prevent it, the Employer will offer work assignments, including overtime to bargaining unit Employees before offering such assignments to non-bargaining unit Employees.
- C. The Employer agrees to remain neutral in the Union’s efforts to organize any new job classifications that are not already in the bargaining unit at DEN.

ARTICLE 2 NON-DISCRIMINATION

- A. No Employee covered by this Agreement shall be discriminated against because of membership in the Union or activity on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any Employee covered

by this Agreement on account of race, color, religious creed, age, sex, disability, legal immigration status, veteran's status, sexual preference or national origin. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all Employees without regard to race, color, religious creed, age, sex, disability, sexual preference, veteran's status, legal immigration status, pregnancy or national origin.

- B. Consistent with the law and the Employer's policies, the Employer, the Union, and all Employees shall maintain a work environment that is free of all forms of harassment, including sexual harassment. The Employer agrees to post their policy regarding harassment. There shall be no retaliation against an Employee who reports possible harassment.

ARTICLE 3 EMPLOYEE DEFINITIONS

- A. Full-time Employee: A full-time Employee is one, who is scheduled, and who regularly works thirty-two (32) or more hours per week.
- B. Part-time Employee: A part-time Employee is one who is scheduled and who regularly works between 20 and 32 hours per week.
- C. Probationary Employee: An Employee is considered probationary for the first ninety (90) days of employment. During such probationary period they may be discharged by the Employer at the Employer's discretion without recourse to the grievance and arbitration procedure.
- D. The Employer will develop, and make available, reasonable job descriptions for all classifications covered by this Agreement.

ARTICLE 4 TRAINING OF EMPLOYEES

- A. Employees shall receive periodic training, intended to enable them to succeed in their position. If, however, in management's opinion, the Employee would succeed with more training, no reasonable request will be denied. The Employer shall provide training manuals and other necessary materials. While the Employer retains the authority to direct training, it welcomes the input of Employees in the development of its program.
- B. Cross-Training and Testing
 1. Employees are encouraged to cross-train to certify for other positions at any time. The Employer shall maintain a list of Employees who desire training in another department or job classification other than the department or

classification that they are currently performing. Employees shall be permitted to add their names to the list at any time. To be eligible for such training, Employees would need to meet and understand current job requirements. Opportunities for such training shall be offered to the senior Employee who places their name on the applicable list.

The Employer shall make cross-training available to Employees who wish to be considered for promotion to a higher-paid classification. Employees who are promoted into a higher classification after successfully completing cross-training for that classification will immediately begin to be paid at the same step in the new classification as they held in their former classification. Other Employees who are promoted into a higher-paid classification will continue to be paid the rate of their former classification until they successfully complete training for the higher classification, at which time they will begin to be paid at the same step in the new classification as they held in their former classification.

2. No Employee shall be required to be tested if the Employer does not require applicants for that position to be tested. Further, an Employee shall not be tested if that Employee has performed the job, or substantially the same or similar job duties (even if in a new job title) in the past year unless substantial changes have been made to that job. If testing is required for applicants to a position, Employees promoted or transferred to that same position may be required to complete the same testing, unless they have performed the job in the past year and there have not been substantial changes since the Employee performed the job. Any test should be related to the basic job requirements as outlined in the job description. Test results shall be shared with the Employee within four (4) calendar days.
 3. If required by DEN, Employees may be required to complete English proficiency testing. Such testing shall be completed within 30 days of ratification of this Agreement. Those who have already tested between February 1, 2024, and ratification of this Agreement shall satisfy this requirement. Existing Employees who do not pass English proficiency testing will not be displaced from their current position as a result of this testing. Instead, their test results will be used only in consideration of their eligibility to be promoted, transferred or bid to a different job classification after the effective date of this Agreement. Employees may retest in English proficiency one time per 12 months.
- C. To meet the mutual interests of the Employer and the Employees for high quality training, the Employer will develop Designated Trainers to train other Employees, in addition to supervisors and Parking Supervisors. The Employer will post

vacancies for trainers, and Employees who volunteer will receive training in how to be a trainer for other Employees. At the sole discretion of the Employer, the most qualified Employee(s) who successfully completes such training will be designated as a trainer. The Employer cannot designate an Employee who does not want to be assigned as a trainer. Any Employee who is asked and agrees to serve as a trainer shall become a “Designated Trainer.” The initial list of Designated Trainers will include those who under the prior Agreement were “Dedicated Trainers” and who do not hold the classification of Parking Supervisor. Designated Trainers shall receive an additional \$1.50 per hour for time they are assigned to train another Employee on a given day. If the Designated Trainer has no training responsibilities on a given day, they will be assigned the regular duties of their classification. If additional Employees are needed to train, those who volunteer (and are selected by the Employer) to train will receive a premium of \$1.50 per hour for each hour of work as a trainer. Parking Supervisors are not eligible for the additional \$1.50 per hour training supplement. By March 15 of each year, the parties shall meet to discuss how to improve the training program. Each side may have up to five (5) representatives present.

ARTICLE 5 UNION REPRESENTATION

- A. Union Representatives shall be permitted to visit the operation coming under this Agreement for the purpose of observing conditions under which the Employees are working provided such visits shall not interrupt or disrupt the normal work environment of the operation or of individual Employees. The Union Representatives shall notify the Manager on Duty (“MOD”) or their designee upon arrival. The Union Representative shall comply with security regulations of the City and County of Denver. If the Union Representative needs to meet with management officials, they shall make an appointment. If the Union Representative requests access to secure areas, a management escort will be required.

- B. The Employer recognizes the Union’s right to elect or appoint shop stewards on all shifts for the purpose of policing this Agreement and representing Employees in grievance, investigatory and disciplinary meetings as provided by law. The Union shall inform the Employer of the names of all individuals serving as stewards and of any changes made as soon as practicable but not later than seven (7) calendar days after election or appointment. The Employer will not recognize any changes in Union stewards and/or Representatives until receipt of written notification. The Union and the stewards agree not to conduct any Union activities on Employer time, except as provided for in this Agreement.

Union Stewards shall obtain prior approval of their Supervisor/MOD before leaving their place of work for purposes of presenting grievances and will report back to their supervisor immediately upon completion of such duties. Any reasonable request shall be granted provided it does not interfere with efficient operations. Excessive time (more than two working hours per week) consumed by stewards handling Union matters shall not be subject to compensation by the Employer, and in no case will overtime be paid based on hours spent working as a steward on Union matters. In all instances the efficiency and maintenance of the operation shall take precedence.

- C. Employees designated by the Union as authorized Bargaining Committee Members will be granted reasonable time off without pay to carry out the business of the Union regarding the negotiation of the Agreement. The Union will provide reasonable advance notice of the meetings to the Employer. Authorized Union Bargaining Committee members will be released on paid Employer time for any joint bargaining sessions between the Union and management held at the airport. When bargaining sessions are held at the airport, the Employer will secure bargaining space at the airport. Any request for time off for the Bargaining Committee shall be responded to within three (3) calendar days. No request will be unreasonably denied.
- D. The Employer shall furnish three (3) mutually agreeable locations for Union bulletin boards. These locations shall be in the main office at the main terminal, the east side garage break room and the west side garage break room.
- E. Unless prohibited by the City (in writing), all bargaining unit Employees may wear on their uniforms small, unobtrusive SEIU Local 105 insignia. Such insignia shall not exceed three quarters of an inch in diameter across its largest dimension, and the quality and content shall be subject to approval by the Employer.
- F. Upon two weeks written notice from the Union, Stewards shall be permitted to attend an eight (8) hour unpaid Quarterly Steward Council meeting. All Stewards will be excused from scheduled work on the day of these meetings and will not have points or penalties assessed against them. Dates and flexibility of schedule will be agreed upon in advance at the quarterly labor management meeting.
- G. As requested by the Union, but no more than once a quarter, the Employer shall provide the Union with a meeting area at DEN for the Union to conduct a meeting with Employees during the Employees' non-work time. No supervisors or management shall attend such meetings unless invited by the Union.

ARTICLE 6 HIRING AND EMPLOYMENT

- A. It shall be a condition of employment that all Employees covered by this Agreement shall either (1) become and remain members in good standing of the Union, or (2) pay a monthly fee based on reasonable costs of representation to the Union. The representation fee shall be established by the Union consistent with applicable law. Such obligations shall be required no later than the thirtieth (30th) day following the effective date of this Agreement or the thirtieth (30th) day following the beginning of employment. The Employer agrees to maintain its neutrality on issues related to Union membership for bargaining unit Employees.
- B. The Employer shall inform all Employees, at the time of hire, who come under the scope of this Agreement, of the existence of the Agreement. The Employer shall present each new Employee with the Union application for membership card and payroll deduction authorization form for withholding of Union dues and/or representation fee at the time of hire. A copy of the completed form shall be provided to the Union in accordance with the check-off provisions of the Agreement. The Union agrees to provide the aforementioned forms. The Employer shall notify the Union of any new Employee who refuses to enter into the obligations of Union membership (or fee payer status.)
- C. During any period when Employees are on layoff and there are any position openings, prior to hiring any other individuals, the Employer shall offer the laid off Employees the right to recall in seniority order so long as the laid off Employee can meet the job requirements, held the position in the past year prior to the layoff, or can demonstrate the ability to perform the job by passing the qualification test.
- D. To the extent there are no laid off Employees to be offered recall, in hiring, the Employer shall give reasonable consideration to applicants referred by the Union.
- E. The Union Organizer shall be given written notice (text or email being sufficient) of all new hires within seven (7) calendar days. Union Stewards and/or Representatives will be allowed unpaid time during work hours to provide an orientation for all new Employees. The time for such orientation shall not be more than fifteen (15) minutes unless mutually agreed otherwise. The Employer will provide an area for orientation that limits access to the individuals involved in the orientation without interruption by non-union Employees. Union Stewards and/or representatives will explain the rights and responsibilities of Employees under this Agreement. Should the Employer fail to notify the Union Organizer prior to onboarding, Stewards or Representatives shall be permitted 15 minutes unpaid to provide the Union orientation within the new Employee's first two (2) weeks.
- F. Any Employee who does not maintain their membership or fee payer status in good standing with the Union shall, upon notice of such fact, in writing from the

Union to the Employer, be terminated within twenty-one (21) calendar days of such notice unless extension is necessary due to business necessity. Membership or fee payer status in good standing shall refer to payment of dues and initiation fees only.

- G. Employees physically incapable of working as a Flagger shall not be assigned to flagging duties, so long as they have a medical certification on file confirming their condition.

ARTICLE 7 CHECK-OFF

- A. The Employer agrees to a check-off for the payment of Union dues and initiation fees (or fee payer status) and to deduct such payments from the wages of all Employees and remit same to the Union in accordance with the terms of signed authorization of such Employees, and according to the method set forth below, and 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.
- B. The regular monthly dues (or fee payer) for regular Employees shall be deducted from each regular paycheck. For newly hired regular Employees, half (1/2) of the full initiation fee and first (1st) month's dues shall be deducted from the Employee's first full paycheck in the second (2nd) month of employment. The balance of the initiation fee and second (2nd) month dues shall be deducted from the first (1st) paycheck in the third (3rd) month of employment. In the event an Employee terminates their employment before their initiation fee has been completed, the amount necessary to complete the initiation fee shall be deducted from the termination paycheck.
- 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 one (1) list, submitted electronically in an .xls, .xlsx, tab delimited .txt or .csv format, specifying the following for each Employee for whom the Agreement applies:
 - 1. The Employee's name, address (street, number, city, state and zip code), phone number, seniority date, hire date, termination date (for Employees no longer employed since the last dues report submission), 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 digits of the social security number will be used), job classification, wage rate, full- or part-time status and straight time hours worked.

2. The amount and type of deduction for each Employee, as well as their gross, regular pay for the pay period.
 3. The insurance benefit level paid, if any. (Either by designating Employee only, Employee plus spouse, etc. or by designating the amount paid.)
 4. 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. The Union application form shall include notice to Employees of the amount of the initiation fees and dues.
 5. 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 five (5) working days to correct its failure or submit a legitimate basis as to why it believes the provided information is correct and complete.
- D. All refunds of members' dues will be handled by the Union. The Union agrees to hold harmless and indemnify the Employer for any suits, claims, demands and liability by an Employee against the Employer arising out of the Employer's deduction of Union fees or assessments.
- E. The Employer further agrees to deduct voluntary contributions from Employees for the Union's Committee on Political Education who have completed a signed authorization and remit such funds to the Union on a monthly basis by separate check.

ARTICLE 8 WAGES

- A. The wage schedule in Appendix "A" attached hereto and hereby made a part of this Agreement are minimum wage schedule.
- B. Work time shall be computed by using the "seven minute rule" for all hours the Employee works (i.e. an arrival time of 8:07 shall be rounded to 8:00 and an arrival time of 8:08 shall be rounded to 8:15).
- C. Employees shall normally be paid every other Friday, by direct deposit or pay card (Employee choice), which shall show the total number of hours worked and an itemized list of all deductions made there from. If the Employer fails to issue the Employee a paycheck, the Employer shall issue a pay card and hand-deliver or forward via overnight mail on the next business day that the error is brought to the attention of the Employer. If the Employer makes a payroll error, the employer

shall correct the error within seven (7) calendar days from the date that the error is brought to the attention of the Employer via pay card or direct deposit, whichever the Employee elects. Such payments shall not be subject to the 'supplemental wage' tax adjustment. Employees shall submit notification of a payroll error to Human Resources or the MOD, or to their designee. The MOD shall maintain a current posting of the names of all designees. Such payments shall not be subject to the 'supplemental wage' tax adjustment. The Employer agrees to pay a \$10.00 per day penalty starting either five (5) calendar days after the Employee has notified the MOD or Human Resources, in writing, of a payroll error that has not been corrected (if the Employee elects a pay card) or starting the day of the next payroll date (if the Employee elects direct deposit). The maximum penalty against the Employer shall be the larger of (a) amount of the error or (b) \$100.

The Employer shall provide a written pay stub to Employees under the following circumstances: The Employee requests the pay stub(s) showing hours worked and itemized list of deductions for a payroll period from the MOD or Human Resources any time Monday through Friday between the hours of 8 and 5. The Employer shall make available the Employee's requested stub(s) no more than 24 hours after requested Monday – Thursday and by the following Tuesday if requested on Friday.

- D. The Employer will make the timecard, payroll records, and benefit accruals available to the Union in cases when this information is necessary to resolve a grievance.

ARTICLE 9 HOURS AND OVERTIME

- A. Monday 12:01 a.m. through Sunday 12:00 midnight shall constitute a normal work week. The provision of this Article, however, shall in no way be construed as a guarantee of any amount of work by the Employer, nor as a limitation upon the hours of work in any period.
- B. Eight (8) hours shall constitute a normal day's work.
- C. Forty (40) hours within a calendar week shall constitute a normal work week.
- D. Any time worked in excess of forty (40) hours in the work week or twelve (12) hours in a workday shall constitute overtime and shall be paid for at the rate of time and one-half (1½) the Employee's basic straight time hourly rate of pay.
- E. Employees working eight (8) hours per day will receive a half-hour unpaid lunch. It is expressly understood that each Employee shall be entitled to one fifteen (15)

minute uninterrupted rest period with pay, during each four (4) hours of work, and each Employee shall receive an uninterrupted unpaid lunch period of thirty (30) minutes, as close to the middle of the shift as practicable.

F. Overtime Coverage

1. The Employer will maintain a list of Employees requesting overtime by shift basis. The Union may review this list upon request. If any Employee refuses overtime more than twice in a sixty (60) day period, the Employee's name shall be dropped from the overtime list for ninety (90) days.
2. Scheduled overtime in a classification will be offered pursuant to the current practice of first come and first serve.
3. Unscheduled overtime in a classification will be offered in the following order until the Employer's overtime needs are met:
 - i. Voluntarily from the Full-time Employees by seniority working that day in that classification;
 - ii. Voluntarily from the Full-time Employees by seniority working that day in a different classification and that Employee is qualified to work in the requested job;
 - iii. Voluntarily from Part-time Employees by seniority who are working that day in the classification;
 - iv. Voluntarily from Part-time Employees by seniority working that day in a different classification and that Employee is qualified to work in the requested job;
 - v. Voluntarily from Part-time Employees by seniority order not working that day and are qualified to work in the requested job;
 - vi. Thereafter, qualified Employees (Part-time and Full-time) will be called and assigned the unscheduled overtime in reverse order of seniority except that no Employee will be required to work more than one (1) consecutive unscheduled shifts or once a quarter the Employee can reject the forced overtime if she/he has extraordinary circumstances that make her/his ability to work overtime that day not possible.
 - vii. An Employee who is required to perform unscheduled overtime work (not included on the Employee's weekly posted schedule) will be given at least

one (1) hour notice before the end of an Employee's shift, as long as the Employee calling off follows the established notification procedure at least two (2) hours prior to the absence. The Employees shall be paid two (2) times the regular hourly rate for the mandatory unscheduled overtime work performed. In no event shall any cashier or traffic agent be required to accept any overtime assignment of more than four (4) hours. If the Employee is required to stay over on A-shift and does not desire to stay over beyond four (4) hours, the Employer will provide secure transportation for the Employee's return home. The type of transportation shall remain in the Employer's sole discretion. The Employer will only secure transportation in the event that public transportation is not available. No Employee will be required to accept more than two (2) mandatory overtime assignments in the same month. Such assignments shall not be on consecutive days. The Employee can reject the forced overtime if they have extraordinary circumstances that make their ability to work overtime that day not possible. In the event the Employee calls off of the regularly scheduled shift following the mandatory unscheduled overtime, they will be paid time and one half the hourly rate for the hours worked during the unscheduled overtime.

G. Call-In and Mandatory Meetings

1. Any Employee called in for extra work and/or overtime assignment who is not scheduled to work in that day, shall be guaranteed a minimum of four (4) hours pay for each call in and shall receive this call in pay if the extra work/overtime is not cancelled at least two (2) hours before the scheduled extra work and/or overtime assignment.
2. The Employer will hold mandatory meetings preceding or following scheduled shifts in order to avoid creating an undue burden on the Employee.

H. Where possible, the Employer will try to provide fourteen (14) calendar days' notice to Employees of any permanent change in work schedule.

I. Mutuals.

1. Mutuals are an exchange of scheduled shifts between Employees.
2. Mutuals must be agreed upon, in writing, by both parties.
3. Mutuals must be approved, in writing, by the MOD.
4. Mutuals cannot create overtime for either party.

5. Mutuals must be approved (signed or over the telephone) by the MOD at least twenty-four hours before the first shift involved.
6. An Employee is limited to three (3) mutuals per month.
7. If a pattern with regard to scheduling mutual is observed by management, then for a reasonable period of time, the Employer reserves the right to deny future mutual requests that follow that pattern.
8. An Employee cannot trade an overtime shift through a mutual.

ARTICLE 10 WORKING CONDITIONS AND JOB EXPENSE

- A. It is hereby agreed that the Employer shall carry Worker's Compensation Insurance on each Employee coming under the terms and provisions of this Agreement. The Employer agrees to make reasonable accommodations for Employees who are able to return to work from work related injuries or illness. Accommodations will be determined by restrictions and recommendations of treating physician.
- B. The Employer may implement reasonable new policies on dress code requirements with at least fourteen (14) calendar days written notice to Employees and the Union. In the event such changes need to occur earlier than fourteen (14) calendar days, the Employer will meet and confer with the Union prior to implementation. If disagreements of changes arise, the Union must notify the Employer prior to the scheduled date of implementation. At such time the Employer will meet with the Union in good faith to resolve any concerns.
- C. Employees will be held financially liable for loss or theft of any equipment if management finds the Employee has been willfully negligent with respect to degree of care, custody and control the Employee has over the same. Employees will not be required to repay the shortages incurred.

All shortages will be considered revenue control violations and will be subject to the following policy:

1. Employees will be on a point system for all overages or shortages. They will be charged a point for any combination of 2 over-short, short-short, or over-over, in a one (1) workweek period, starting Saturday at 12:01 a.m. and ending the next Friday at midnight. Employees will be notified by letter for each point charged. Upon receiving the 3rd point letter, they will be given a 1st written warning. The 4th point letter, 2nd written warning; the 5th point letter; final written warning. The 6th point will result in Suspension pending

Termination. Any excessive (an accumulation of \$50 in errors or single \$50 or greater error) exceptional, or repetitious overages or shortages can result in the by-passing of the above procedures and may result in discipline up to and including termination. If a credit card error is corrected on the shift and customer approves, then no point will be issued.

2. Points may be issued for an overage or shortage of \$50.00 or more.
 3. The term of measure in each instance is a rolling six (6) month period.
 4. Each termination will be reviewed on a case-by-case basis. After review of employment record for frequency of shortages, totals of shortages, OINs, etc., a final decision will be made.
 5. If a shortage is determined to be attributable to Employee dishonesty or theft, the dishonest Employee will be terminated immediately. In such cases, the Employer reserves the right to contact law enforcement authorities and take any other appropriate measures to recover missing funds. The Employer will investigate and remedy, if necessary, reasonable claims of equipment inaccuracy made by Employees.
 6. In the event an Employee is found in error following an audit, the Employee will be held responsible for that error. But if a supervisor or Parking Supervisor was involved in that transaction, the Employee will not be held responsible for that error.
 7. When the Employer becomes aware of a trend in an Employee's record of shortages and/or overages prior to disciplinary action, a mandatory training shall be provided for the Employee. Management and the Union agree that either party retains the right to propose additions, edits, or changes with proper notice to the other party. Such additions, edits, or changes shall require approval by both parties.
- D. Any Employee required to move from job site to job site in the course of their duties shall be paid for such time as spent in traveling, unless otherwise provided for by both parties in writing.
- E. Upon successful completion of training, any bargaining unit Employee who works in a higher paid classification will receive the pay of that higher classification, at the same seniority step, for all hours worked in that higher classification. The Employer will make available cross-training opportunities for workers on the basis of seniority. If compelling circumstances occur, however, and an Employee is directed by management to perform the duties of a higher

classification without having completed such training, the Employee shall be paid at that higher rate. A list of Employees who wish to volunteer for additional training shall be kept on hand and updated as changes are desired by the individual Employees as referenced in Article 4(B). Any Employee who works temporarily and receives a higher rate of pay will return to their previous rate of pay upon return to their previous classification. Any Employee who temporarily performs work in a lower paid classification shall continue to be paid their regular rate of pay.

- F. The Employer agrees to expeditiously supply, maintain and replace all equipment (including cold weather gear) that is reasonably necessary for the Employees to perform their job in a safe, comfortable, and healthy manner.

ARTICLE 11 MAINTENANCE OF PRESENT WORKING CONDITIONS

- A. Present hours of work or conditions of employment will not be reduced except where necessary to efficiently operate the facility, including technological advances in the parking industry. The Employer will provide at least forty-five (45) calendar days' notice of an expected workforce reduction due to factors within the Employer's control and as much notice as possible but no less than five (5) calendar days' notice in advance of an unexpected workforce reduction due to factors that are out of the Employer's control.
- B. In the event the City exercises its right to re-bid the DEN Parking Contract, the Employer will provide the following information to the Union: names, seniority dates, benefit accruals, pay rate and the number of hours scheduled. The Employer is not required to release confidential, proprietary information, which could place the Employer at a competitive disadvantage.
- C. The Employer will make reasonable efforts to avoid the release of any personal information without the Employee's permission.
- D. The location of work assignments will be rotated on an equitable basis by the Employer based on scheduling needs.

ARTICLE 12 HOLIDAYS/BIRTHDAYS/ANNIVERSARY

The following holidays shall be observed as holidays with pay for all Employees:

- | | | |
|---------------------|-------------------------------|------------------|
| NEW YEAR'S DAY | FOURTH OF JULY | THANKSGIVING DAY |
| MEMORIAL DAY | LABOR DAY | CHRISTMAS DAY |
| PRESIDENT'S DAY | MARTIN LUTHER KING'S BIRTHDAY | |
| EMPLOYEE'S BIRTHDAY | JUNETEENTH | |

The parties also agree to observe Cesar Chavez Day and Veteran's Day. The parties shall endeavor to meet two months before each Holiday to plan observance activities. Any costs shall be agreed to by both parties, not to exceed \$100 total. The cost shall be divided equally by both parties.

The Employer will also provide a paid "personal day" as an additional holiday. The personal day must be taken during the anniversary year and will not be unreasonably denied with at least forty-eight (48) hours advance notice. The personal day is not subject to carry over or cashing out.

- A. Active Full-Time Employees will be paid for holidays not worked. Part-time Employees will be paid holiday pay only for those holidays they actually work.
- B. Pay for holidays not worked, but for which an Employee is eligible to receive holiday pay, shall be at the Employee's regular rate of pay for the holiday, as he/she would receive if he/she had worked. Employees working the above stated holidays shall be paid time and one-half (1 ½) for all hours worked on the holiday in addition to holiday pay.
- C. All holidays shall be observed on official dates set by the Federal Government except for the holidays such as Christmas Day, Fourth of July and New Year's Day, which may fall on the weekend. Those holidays will be recognized on the actual day.
- D. In order to receive holiday pay, Full-time Employees, unless excused in writing by the Employee's immediate supervisor, must work that holiday or be scheduled off on that holiday, and must work their last scheduled workday before the holiday and their first scheduled workday after the holiday.
- E. Only holidays worked will be counted as time worked for overtime purposes.

ARTICLE 13 VACATIONS

- A. Vacation will be earned on an accrual system. Employees will accrue (earn) vacation benefits, up to their maximum annual vacation limit as set forth below, for each payroll period that they are on the active payroll or receive paid time while on an approved leave of absence.
- B. Full-time Employees will begin accruing vacation at their date of hire and become eligible to take accrued vacation after ninety (90) days of employment.

- C. Full-time Employees with less than three (3) years of service will accrue up to forty (40) hours of vacation per calendar year at a rate of 1.54 hours per pay period.
- D. After three (3) years of service, Full-time Employees will accrue up to eighty (80) hours of vacation with pay at a rate of 3.08 hours per pay period.
- E. After five (5) years of service, Full-time Employees will accrue up to a maximum of 120 hours of vacation with pay at a rate of 4.62 hours per pay period.
- F. After fifteen (15) years of service, Full-time Employees will accrue up to a maximum of 160 hours of vacation with pay at a rate of 6.15 hours per pay period.
- G. In recognition of their long service, existing Full-time Employees who as of January 1, 2025, have at least 12 years of continuous service with the Employer and/or predecessor contractor(s) shall be “grandfathered” and, upon achieving fifteen (15) years of continuous service will accrue up to 160 hours of vacation with pay at a rate of 6.15 hours per pay period. Upon achieving twenty-five (25) years of continuous service, such grandfathered Employees will accrue up to 200 hours of vacation with pay at a rate of 7.69 hours per pay period.
- H. For purposes of this Article, an Employee shall be given credit for all years of service as a Full-time Employee, regardless of whether or when in their tenure the Employee worked part-time.
- I. Employees may schedule and use up to 120 hours of vacation in advance of accrual. Requests to use more than 120 hours of vacation in advance of accrual will be considered on a case-by-case basis and shall not be unreasonably denied. In the event an Employee’s employment is separated before the Employee accrued all of the vacation for which the Employee was already paid in advance, then such vacation pay advance will be deducted from the Employee’s final wage payment.
- J. Vacation requests must be submitted in writing to the MOD. Such vacation requests shall be granted on a first-come first-served basis except if on the same day, two or more Employees request vacation for part or all of the same period, then the highest seniority requesting Employee(s) shall be granted the vacation. The Employer shall return vacation forms to Employees within seven (7) calendar days to notify the Employee of whether the request has been approved. However, as a general matter, no such vacations will be scheduled from November 15 through December 31. Such vacations may be granted in the months of November and December if the Employer determines that circumstances warrant it.

- K. The last hiring date of the individual Employee in the bargaining unit with the Employer or with a predecessor Employer, whichever is longer, shall determine their eligibility for vacation.
- L. In the case of an approved leave of absence or layoff of greater than thirty (30) days, an Employee's anniversary date, for the purpose of determining eligibility for vacation, shall be changed by adding it to the period of their absence or layoff. An Employee who is laid off through reduction in work force and recalled within ninety (90) days or an Employee who returned from an approved leave of absence of thirty (30) days or less, shall be considered as having been continuously employed as to their vacation benefit.
- M. An Employee who completes their probation period and is terminated, laid off or who resigns will receive vacation pay for all earned but unused vacation.
- N. Eligible Part-time Employees shall accrue pro-rated vacation benefits based on hours actually worked.
- O. An Employee with two weeks of vacation may take those two weeks together. Employees shall be able to take the entirety of vacation in a continuous manner. At the conclusion of any vacation period, the Employee will return to their normal weekly schedule and assignment.
- P. An Employee will carry over accrued but unused vacation from year to year, however, vacation accrual shall cease when an Employee has accrued unused vacation hours equal to their annual maximum vacation based on the Employee's years of service. Vacation accrual for such Employee will resume in the first pay period after their accrued but unused vacation hours drops below the Employee's maximum annual vacation hours based on their years of service. Pay in lieu of vacation is not permitted.
- Q. If an Employee's available vacation is not reported on their pay stub, the Employer shall provide a report indicating each Employee's available vacation on a quarterly basis upon request from a Union organizer or steward.

ARTICLE 14 SENIORITY

- A. Seniority is defined as continuous employment within the bargaining unit (as opposed to time in any one classification) with the Employer from the date of hire or continuous employment within the bargaining unit, whichever is longer. Seniority shall be broken if:

1. Employee quits or is terminated for just cause.
2. Employee is laid off for a continuous period of twelve (12) months or more.
3. Employee fails to return from an authorized leave of absence.
4. Employee fails to return to work upon recall without a reasonable excuse within 24 hours of the time and date specified by the Employer. Such date shall be at least seven (7) calendar days from date of notification unless mutually agreed to otherwise.
5. Settlement with an Employee has been made for total disability.
6. Employee Retires.

B. Seniority Application

1. Seniority shall prevail in bidding of shifts, days off, layoffs, and recalls, except as provided in Section F herein.
2. The Employer shall conduct an annual bid for shifts and days off and such bid shall be conducted within each classification.
3. If there is an increase in shifts or decrease in shifts within a classification and/or department due to operational changes, then the bid shall be within that classification and/or department.

C. All shift openings and days off shall be posted for at least seven (7) calendar days and shall be awarded on the basis of seniority within that classification. Employees desiring a transfer to another schedule within their classification may indicate such desire in writing and shall be automatically included on the posting for such positions. Employees wishing to transfer between classifications cannot do so during the shift bid process and may only apply for vacant positions in other departments as they arise.

D. Job opportunities shall be posted for at least seven (7) calendar workdays. Employees desiring a transfer to another job classification may only apply for a transfer upon posting of a vacant position in the desired job classification. Job openings shall be awarded to the most qualified applicant provided such applicant has a substantial difference in qualification over other applicants. If there is not a substantial difference in qualifications, the job shall be awarded to the senior qualified applicant. Employees who are awarded a position in an open bid may not apply for another open bid position for 90 days.

- E. If an Employee bids into different position and fails to perform satisfactorily within the first sixty (60) calendar days, the Employer may offer the Employee the closest comparable position based on their skills and qualifications. The Employer shall provide the Employee and Union with written notification of the reasons that the Employee cannot perform the job.

- F. In the event that the Employer finds it necessary to eliminate any days off, shift jobs, or engage in a layoff or reduction in force, any affected Employee(s) shall then have the right to displace any less senior Employee. The Employer shall provide at least forty-five (45) calendar days' notice of an expected workforce reduction due to factors within the Employer's control and as much notice as possible but no less than seven (7) calendar days' notice of an unexpected workforce reduction due to factors that are out of the Employer's control. The Union shall be entitled to hold a town hall meeting about the workforce reduction within fourteen (14) calendar days of the notice. A maximum of two displacements are allowed. However, before he or she can bump into a position, an affected Employee must first qualify for that position.

The layoff and shift bid process shall work as follows:

Shift Bid: The Employer shall post the shift bid. Thereafter, all Employees shall be provided with at least seven (7) calendar days to submit bid choices. The Employer shall post the deadline for submitting shift bids. Within forty-eight (48) hours of the deadline, the Employer shall post the results of the shift bid.

First bump: All Employees who do not have a position after the shift bid shall be considered affected by the layoff. Only affected Employees shall be permitted to bump. Affected Employees shall be given at least seven (7) calendar days to submit a bump request. The Employer shall post the deadline for submitting bump requests. A Union representative shall be entitled to be present at the bumping deadline. All bump requests shall be time-stamped. More than one Employee may submit bump requests for the same position. If two Employees have the same seniority, the Employee who submitted their bump request first shall be considered more senior for bumping purposes. Within forty-eight (48) hours of the deadline, the Employer shall post the results of the first bumping period.

If testing is necessary to determine whether an Employee is qualified to bump, the Employee shall be notified of their test score and the results shall be posted within twenty-four hours. If an Employee is bumped by someone who subsequently is found to be not qualified, the original Employee will be returned to the position from which he/she was bumped. However, if more than one Employee submitted bump requests for that position, the Employer will investigate the qualifications of the next most-senior bidder.

Fourteen (14) calendar-day quiet period: After the deadline for the first bumping period, there shall be a fourteen (14) calendar day period without any bumping.

Second bump: Affected Employees shall be given seven (7) calendar days to submit a second bump request. The Employer shall post the deadline for submitting second bump requests. A Union representative shall be entitled to be present at the bumping deadline. More than one Employee may submit bump requests for the same position. Within forty-eight (48) hours of the deadline, the Employer shall post the results of the second bumping period.

- G. LAZ and Nationwide shall recognize the seniority of Employees who transfer from one employer to the other within the bargaining unit. Bargaining Unit seniority for all purposes, including wage rates, will continue to be earned regardless of whether an Employee works for LAZ or Nationwide. Employees will be paid out 50% of their accrued, unused sick leave upon transferring from one Employer to the other.
- H. Any Employee who moves from one Employer (LAZ or Nationwide) to the other shall take their discipline along with them. For example, an Employee who had two warnings at Nationwide will retain their two warnings in their file upon moving to a position with LAZ covered by this Agreement. The same is true for a person moving from a position with LAZ to a position with Nationwide covered by this Agreement.

ARTICLE 15 DISCIPLINE/DISCHARGE

- A. The Employer will not discipline or discharge any bargaining unit Employee without just cause. The MOD shall issue a disciplinary notice within seven (7) calendar days of the offense or the Employer's knowledge of the offense. Unless otherwise requested by the Employee, the Employee and the Union Steward shall be given a written copy of all disciplinary actions (including suspension and termination notice) at the time of disciplinary action. An Employee shall have the right to have a steward present at any meeting where disciplinary action will be imposed or where an investigation meeting may lead to disciplinary actions of that Employee.
- B. The Employer agrees to utilize the principles of a progressive disciplinary program (documented no action/verbal warning, written warning, final written warning and termination). This progressive discipline system does not apply to discipline for Attendance, Tardy or OINS. Also, for more serious offenses, which shall be listed in the Employer rules and furnished to the Union, an Employee may immediately be suspended or terminated depending on the circumstances and

severity of the violation. Closely related infractions of Employer policies and/or rules may be combined for purposes of progressive discipline depending on the circumstances of the infraction. (See Appendix B). Employees are required to sign warning notices for the purpose of acknowledging receipt only and warning notices shall indicate this below the Employee's signature line.

- C. Any bargaining unit Employee shall have the right to inspect their personnel file, upon request to Human Resources, who will establish a mutually agreeable time for the Employee to inspect their file. No disciplinary action reports or adverse information will be released to another Employer, including any bidders for DIA's parking contract.
- D. Unless dictated by City requirements, the Employer shall have the right to implement reasonable new permanent work rules or clarifications provided that such rules or clarifications are posted ten (10) calendar days prior to implementation and at the same time a copy is provided to a Union steward that has been designated by the Union. Where practical to do so, the Employer will withhold implementing major policy changes and major policy clarifications until they can be discussed at a labor/management meeting.
- E. All disciplinary written warnings will remain a permanent part of the Employee's file, however written warnings shall expire and not be used for disciplinary purposes twelve (12) months after the date of the written warning.

ARTICLE 16 HEALTH AND WELFARE

- A. The Employer agrees to offer a health insurance program to full-time Employees covered under this Agreement after 90 days of continuous employment. At least one of the health insurance programs offered to Employees shall be through Kaiser Permanente. The Employer agrees to pay on behalf of the Full-time covered Employees or Part-time covered Employees regularly scheduled 30 hours per week or more who select coverage, the following contribution percentages for the health insurance program:
 - Single coverage – 85%
 - Single plus one – 85%
 - Family coverage – 85%
- B. The Employer agrees to contribute an amount equal to ½ (one-half) of the percentage amount identified in Section A herein for eligible Part-time Employees who work 25 to 30 hours per week and who select coverage.

- C. After the initial enrollment period, Employees may enroll for coverage during the open enrollment period and/or upon a life-changing event.
- D. The Health and Welfare program is subject to approval by the City and is offered to the extent approved by the City.
- E. The Employer shall maintain the selected or comparable healthcare plan(s) for the duration of this Agreement. Comparable plan(s) refers to the level of benefits provided.
- F. If the Employer decides to solicit new bids from current or prospective health care providers, the Employer will notify the Union of its intent to solicit bids. When the Employer receives bids, the Employer agrees to negotiate with the Union prior to implementing changes in the current health care benefit.
- G. In the event that US and/or Colorado law implements health care reform initiatives into new law, the Union reserves the right to open the contract for modified contract provisions on healthcare or other areas as mutually agreed to.
- H. Employees who participated in 2024 in either the Employer's offered health insurance plan through SP+ or Global before February 1, 2024, but who declined the Employer offered plan through LAZ or Nationwide after February 1, 2024, will receive a health insurance stipend for the balance of 2024 at the rate of \$600 per month. Such stipend shall be prorated for the month of October 2024.
- I. Employees who qualified under Paragraph H above, or those who participated in one of the Employer's offered health insurance plans through LAZ or Nationwide beginning on February 1, 2024, and who during the 2025 Open Enrollment declined the Employer's offered health insurance shall receive a monthly stipend of \$630 for each month in 2025 in which they remain eligible for health insurance offered by the Employer.
- J. Employees who qualified under Paragraph I above, or those who participate in one of the Employer's offered health insurance plans in 2025 and who during the 2026 Open Enrollment decline the Employer's offered health insurance shall receive a monthly stipend of \$662 for each month in 2026 in which they remain eligible for health insurance offered by the Employer.
- K. Employees who qualified under Paragraph J above, or those who participate in one of the Employer's offered health insurance plans in 2026, and who during the 2027 Open Enrollment declined the Employer's offered health insurance shall receive a monthly stipend of \$695 for each month in 2027 in which they remain eligible for health insurance offered by the Employer.

- L. Additionally, in 2025 and 2026 and 2027, an Employee who was not covered by one of the Employer's offered health insurance plans during the prior year may become eligible to receive the above-described monthly stipend payments in 2025, 2026 and/or 2027 if (i) they incur a life event triggering a loss of their existing health insurance coverage such that they become eligible to enroll in one of the Employer's offered plans, and (ii) they elect not to participate in one of the Employer's offered plans.

ARTICLE 17 LEAVE OF ABSENCE

- A. Application for a personal leave of absence shall be made in writing thirty (30) days in advance, if practicable, by an Employee requesting leave, and leave of absence, if granted at sole discretion of management, will be approved in writing and such approval shall not be unreasonably denied. Authorized personal leave of absence for any purpose shall not affect previously accumulated vacation time or tenure. Employees are encouraged to utilize vacation prior to requesting leave. Seniority shall continue to accrue during the first thirty (30) days of an authorized leave of absence.
- B. Employees who have been in the employ of the Employer for at least one (1) year may request a leave of absence in writing, such leave of absence without pay is not to exceed ninety (90) days, except when the Employer agrees to such leave. Any Employee granted a personal leave must use accrued vacation time. If the Employee is out of accrued vacation time, the Employer may grant him/her unpaid time. An Employee who had vacation time reserved but used all of their accrued vacation time for a personal leave of absence shall be given the option of taking their vacation time without pay as scheduled. Should the Employer grant such leave, permission shall be in writing setting forth the dates of such leave. The Employer shall not unreasonably deny a written leave of absence request and if denied the reason for the requested leave of absence shall be provided by the Employer to the Employee in writing. If an Employee does not report back to work on the agreed date, termination may result unless the Employee requests and extension in writing. The Employer shall grant such leave extensions at their discretion.
- C. FMLA. Family/Medical leave up to twelve (12) weeks in a twelve (12) month period may be granted if the Employee has been employed for at least (12) months and worked 1,250 hours in the last twelve (12) months. This leave will be unpaid except the Employer may require the Employee to exhaust their vacation entitlement (to the extent it has not been used) or any unused sick time. The Employer shall meet the minimum requirements as described in the Federal Family and Medical Leave Act (FMLA).

D. Colorado paid Family and Medical Leave Insurance (FAMLI).

1. The Colorado FAMLI program allows Employees who have worked for the Employer for at least 180 days to take job-protected qualifying leave. Job-protected qualifying leave means the Employee is entitled to return to the position held by the covered individual when the leave commenced, or the Employee is to be restored at the end of their qualified/job-protected leave to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. The covered reasons for qualifying leave are determined by the State of Colorado but currently include:
 - a. Caring for a new child during the first year after the birth, adoption, or foster care placement of that child.
 - b. Caring for a family member with a serious health condition.
 - c. Caring for your own serious health condition.
 - d. Making arrangements for a family member's military deployment.
 - e. Obtaining safe housing, care, and/or legal assistance in response to intimate partner violence, stalking, sexual assault, or sexual abuse.
2. Leave application process to the FAMLI Division. Employees may apply for FAMLI benefits by submitting an application to the Colorado Department of Labor and Employment ("CDLE"). Such applications will be submitted directly to the State of Colorado FAMLI Division, not to the Employer or the Union. When the need for leave is foreseeable, individuals must provide the Employer with 30 days' notice prior to the start of their planned qualifying leave (or as much notice as practicable where the reason for qualified leave is not foreseeable more than 30 days in advance). When the need for leave is unforeseeable before being taken, Employees should confirm with the CDLE for the state deadline by when they must apply for FAMLI benefits after their qualified leave has begun, but all Employees must notify the Employer as soon as possible regarding the expected duration of their absence, and that they intend to file for FAMLI benefits.
3. Providing Notice of FAMLI Leave to Employer. Even if the Employee has submitted or plans to submit an application to the FAMLI Division for FAMLI benefits, the Employee must notify the Employer prior to starting any leave or missing any work as required by Employer's policy and/or FAMLI regulations.

4. The Employee entitlement to protected leave for the same covered reason under the FMLA and FAMLI will run concurrently under both the federal and state leave laws.
 5. Any paid leave benefit that is applicable under both FAMLI and any Employer's disability leave insurance policy will also run concurrently (i.e. there will be a coordination of benefits).
- E. The Employer shall continue to provide health care benefit coverage, including the Employer contribution, for twelve (12) weeks of leave and shall allow continuation of coverage at the Employee's expense for the duration of the leave subject to the conditions of the health plan. The covered individual shall continue to pay the covered individual's ordinary share of the cost of health benefits as required prior to the commencement of the leave.
- F. The Employer agrees to offer Disability Insurance to bargaining unit Employees, at the Employee's cost. If the Employer decides to solicit new bids from current or prospective Disability Insurance providers, the Employer will notify the Union of its intent to solicit bids. When the Employer receives bids, the Employer agrees to meet and confer with the Union prior to implementing changes in the current Disability benefit. The execution of this article shall in no way open any other aspect of the contract for bargaining.
- G. Employees on a leave of absence exceeding 30 days, other than the Family and Medical Leave Act or the Colorado FAMLI Act shall be required to pay their own health and welfare benefits.
- H. An Employee leaving the employment of the Employer for the purpose of working full-time for SEIU Local 105 will be given an unpaid leave of absence without loss of seniority for a period not to exceed one year unless mutually agreed otherwise by the Union and Employer. Notice of such leave shall be made at least two weeks in advance. No more than two Employees at one time may be off for leave in excess of three (3) months, unless mutually agreed upon by the Union and the Employer. The Employee will notify the Employer at least two weeks prior to their return to work.

ARTICLE 18 GRIEVANCE PROCEDURE

- A. Any grievance or dispute concerning the interpretation or application of this Agreement may be submitted as a grievance. Grievances must be filed by the Union in writing with the MOD within fourteen (14) calendar days of their occurrence. The MOD shall initial and date the grievance, acknowledging receipt.

- B. When such written grievance is provided to the MOD, the following procedure shall be observed.

Step One

1. The Employer's Human Resources ("HR") representative shall meet within seven (7) calendar days with the grievant, the Steward who filed the grievance and/or Union Representative and attempt to resolve the dispute. The Employer may also have the immediate supervisor present. The Employer representative shall issue their answer in writing within seven (7) calendar days.

Step Two

1. If the grievance is not resolved at Step One, the Union shall present the written grievance to the MOD, within seven (7) calendar days of its receipt of the Step One answer. The Employer's MOD (or the MOD's designee, with the authority to resolve the grievance, if the MOD is unavailable) shall meet within seven (7) calendar days with the grievant and the Union representative(s), to resolve the dispute. The Union shall decide whether the Union representative(s) are the Union organizer, the grievant's steward or both. The Employer representative shall issue their answer in writing within seven (7) calendar days. If the grievance is not resolved at Step Two, the Union shall notify the Employer in writing within fourteen (14) calendar days of its receipt of the Step Two answer of its desire to proceed with Arbitration.
 2. The Parties recognize the grievances should be settled promptly and as close to the source as possible. Both parties will cooperate to present all facts related to the grievance to the other party during the investigation, and preparation of grievances and at all steps of the grievance procedure. The parties shall provide any relevant information requested by the other to investigate and evaluate a grievance.
- C. It is recognized that by mutual agreement between the Union and the MOD, grievances may be advanced in Steps up to and including Arbitration. Further, the Parties may agree to combine individual grievances when appropriate in order to resolve related cases.
- D. For the purposes of this Article, all days are calendar days.
- E. If the Employer fails to answer the grievance within the time limits specified herein the Union may advance the grievance to the next step. If the grievance is not timely filed or advanced by the Union within the time limits specified herein the grievance shall be considered dropped without prejudice by the Union. Time

limits for individual grievances may be extended with the mutual agreement of the MOD or his designee and the Union.

- F. The Employer will endeavor to schedule grievance meetings on working time, if there is no interference with efficient operations. If the Employer agrees to schedule a grievance meeting during the Employee's and/or stewards scheduled work hours, the time shall be paid.

- G. Mediation: Following a timely appeal to arbitration in accordance with the provision of Articles 18 and 19 of the collective bargaining agreement, either party may request that the unresolved grievance first be submitted to mediation. If both parties then agree to mediate a particular dispute, the following procedures shall apply:
 - 1. The Mediator shall be selected by mutual agreement of the parties. The mediator shall serve for at least one session and for as many sessions thereafter as the parties may agree.
 - 2. The fees and expenses of the mediator, if any, shall be shared equally by the parties.
 - 3. Each side shall be limited to three representatives at a mediation session. The Union may include the grievant as one of its representatives. No observers shall be permitted.
 - 4. Neither side may be represented by counsel in mediation. Neither side may make any audio or video recording, or any transcript or other record of the proceedings. Any notes taken during the mediation shall be for the use of that party only and shall not constitute or be considered a "record" of the proceedings.
 - 5. The mediation proceedings shall be entirely informal in nature. The rules of evidence shall not apply, and evidence will be elicited in narrative fashion through the parties' representatives, rather than through witness testimony. Documents and other tangible evidence may be submitted to the mediator for conclusion of the proceedings.
 - 6. The mediator's function shall be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the mediator shall be free to use all of the techniques associated with mediation, including conferences with both parties, conferences with one party only, or conferences with select individuals. The mediator shall also be free to render

his or her opinion regarding the merits of the dispute to any or all of the participants if the mediator deems it advisable to do so.

7. The procedures set forth in paragraphs 1 through 6 above may be modified on a case-by-case basis by agreement of the parties.
8. Should the mediation be scheduled during the grievant's shift, the grievant will be permitted time off work, subject to staffing availability, without loss of pay to attend the mediation. Union representatives may request time off without pay to attend the mediation.
9. If the parties reach agreement in mediation to settle the dispute, that settlement shall be binding on the parties.

ARTICLE 19 ARBITRATION PROCEDURE

- A. In the event that a grievance, as provided in Article 18 has not been settled at Step Two, the Union may within fourteen (14) calendar days of receipt of the Employer's Step Two response, file a written notice of its intention to proceed in Arbitration. If no written request for Arbitration is made within the fourteen (14) calendar days provided for herein, the grievance shall be barred from further consideration.
- B. Upon such timely notice to proceed to arbitration, the matter shall be submitted to arbitration unless the parties have agreed to mediation pursuant to Article 18(G). If the parties have agreed to mediation of the grievance, then it shall be submitted to arbitration only if it is not fully resolved in mediation. If the parties have not agreed to mediation, then it shall be submitted to arbitration after the Second Step. Upon submission to arbitration, if the parties cannot mutually agree on an arbitrator, either party may contact the Federal Mediation and Conciliation Service to request a list of seven (7) arbitrators. At the first arbitration under this Agreement, the parties shall decide by coin toss which party shall go first in striking names of arbitrators. The parties shall alternate striking names from the list and the remaining one shall be the Arbitrator. In subsequent arbitrations, the other party shall strike first from the list of arbitrator names, with the parties thereafter alternating in each arbitration which party strikes first.
- C. The Arbitrator's decision shall be final and binding on both parties hereto, including as to the individual Employee grievant(s) and all bargaining unit Employees. The Arbitrator shall not have authority to modify, nullify, or amend any of the terms of this Agreement.

- D. The Arbitrator's fee and all incidental expenses of the Arbitration shall be shared equally.

ARTICLE 20 JURY DUTY LEAVE

- A. Any Employee who is required to report for jury service and/or in response to a subpoena shall be paid the difference between the total amount received for jury service and the amount he/she would have earned working their regularly scheduled day at the straight time rate.
- B. In order to receive such pay from the Employer, the Employee must furnish evidence from the court of such service and the amount paid him/her by the court.

ARTICLE 21 NO STRIKE/LOCKOUT

- A. The Union agrees that during the term of this Agreement that the Union and the Employees will not engage in, approve, sanction, encourage any strike, picketing of any kind, bannering, work stoppage, or any other direct, willful interference of work.
- B. In the event of any of the foregoing instances cited, the Union upon reasonable evidence by telephone or fax by the Employer, will immediately take reasonable steps to notify all members of the Union that the action is not authorized and advise them to immediately cease the violation. The notification of the Employees by the Union shall be signed and delivered to the worksite by an authorized representative of the Union. A copy of the notification will be faxed to the Employer immediately following its creation and authorized signature.
- C. It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action for any Employee covered by this agreement to refuse to go through or work behind any authorized picket line established because of a strike authorized by the Denver Area Labor Federation, AFL-CIO and/or Colorado AFL-CIO.
- D. The Employer shall not lockout its Employees during the term of this Agreement.

ARTICLE 22 MANAGEMENT RIGHTS

- A. Except as expressly and specifically limited or restricted by a provision of this Agreement, the Employer has and shall retain the full right of management and direction of the Employer and its operation. Such rights and responsibilities of management include, but are not limited to the rights to:

1. Plan, direct, control, increase, decrease, or to discontinue operation in whole or part.
 2. Determine all services to be rendered.
 3. Shift services, processes or types of work methods.
 4. Change equipment, or introduce new methods, techniques and/or equipment and services.
 5. Discharge or otherwise discipline Employees for just cause.
 6. Promote or demote Employees.
 7. Add to or reduce the number and starting and ending of shifts; the schedules, starting and ending hours of work, or numbers of hours to be worked and the work force.
 8. Layoff and recall Employees.
 9. Determine whom it shall hire, the number of Employees it shall employ at any time.
 10. Assigns work duties in accordance with the determination of the needs of the job.
 11. Transfers Employees within the DIA operation so long as that Employee is not transferred to a non-unit position or assigned to perform non-unit work.
 12. To change insurance carriers (other than health insurance programs), or to become self-insured.
 13. Establish and change work rules, policies, and/or regulations so long as they do not abridge rights specifically given to Employees or the Union under this Agreement.
- B. The Employer and the Union agree that stabilized employment is an important objective to all parties. Therefore, the Employer agrees that during the life of this Agreement, no Employee services presently performed by the bargaining unit Employees shall be subcontracted without prior notice to the Union and the opportunity for the Union to consult with the Employer concerning the decision to subcontract.

- C. It is expressly understood and agreed that all rights heretofore exercised by the Employer are inherent in the Employer as the owner of the business. Nothing herein shall be construed as a waiver of the Union's lawful rights.
- D. It is agreed that the Management Rights as set forth in this Agreement, including the foregoing sections shall not be subject to arbitration or impairment by an arbitration award under this Agreement; it is understood that only express contractual obligations are subject to grievance and arbitration as provided herein. However, there is no such limitation on the arbitrability of any grievance or on an arbitrator's decision related to the relationship of this Article to other provisions of this Agreement.

ARTICLE 23 SICK LEAVE

- A. Each Full-time or regular Part-time Employee shall be granted one (1) hour of sick leave for every 30 hours worked accumulative to a maximum of thirteen (13) days for Full-time Employees and up to 48 hours for regular Part-time Employees. Employees shall accrue and will be eligible for sick leave upon their first day of work.
- B. Employees may use accrued paid sick leave to be absent from work for the following purposes:
 - 1. The Employee has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
 - 2. The Employee needs to care for a family member who has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
 - 3. The Employee or family member has been the victim of domestic abuse, sexual assault, or harassment and needs to be absent from work for purposes related to such crime; or
 - 4. A public official has ordered the closure of the school or place of care of the Employee's child or of the Employee's place of business due to a public health emergency, necessitating the Employee's absence from work.

5. Needs to evacuate the Employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the Employee's residence; or
 6. Needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.
- C. In addition to the paid sick leave accrued by an Employee, the Employer will provide Employees an additional amount of paid sick leave during a public health emergency in an amount based on the number of hours the Employee works pursuant to Colorado Healthy Families and Workplaces Act where required.
 - D. If an Employee uses paid sick leave for four (4) or more consecutive workdays on which the Employee ordinarily would have worked, the employer may require reasonable documentation.
 - E. If an Employee's available sick leave is not reported on their pay stub, the Employer shall provide a report indicating each Employee's available sick leave upon request of the Employee or steward.
 - F. All Employees are allowed to use paid sick leave in hourly increments.
 - G. Employees taking less than eight hours of paid sick leave on a day must report to work for the balance of their shift or be subject to discipline under the attendance policy, except that up to two (2) times per rolling twelve (12) months, an Employee using at least four (4) hours of paid sick leave may take a full day (8-hour) absence without being subject to discipline under the Attendance Policy. The balance of the missed time from work being unpaid for the day.

ARTICLE 24 BEREAVEMENT LEAVE

When a death occurs in the immediate family of a full-time Employee, he/she shall be granted a paid bereavement leave of three (3) consecutive workdays for in-state and five (5) consecutive workdays for out-of-state. An immediate family member is an Employee's spouse, cohabitating domestic partner (as defined herein), parent, parent-in-law, son, step son, daughter, step daughter, sister, step sister, sister-in-law, brother, brother-in-law, step brother, uncle, aunt, grandparent, grandparent-in-law, or legal guardian. A cohabitating domestic partner is one who has lived with the Employee for at least six months, is not a blood relative, is not legally married to anyone, and who provides reasonable proof of a domestic partnership which will not be unreasonably denied. In addition, a part-time Employee shall be granted a paid bereavement leave of two (2) days to attend the funeral of an immediate family member, as defined above, if the Employee is

scheduled to work on the day of the funeral and the Employee actually attends the funeral on that scheduled day. The Employer may at its discretion and on a case-by-case basis, grant paid or non-paid bereavement leave with respect to other parties not specified in this section. If available, the Employer shall permit the Employee to use paid time off for such leave. At its discretion, the Employer may require proof of legal guardianship before the leave is granted, and it may require proof of death and/or proof of the relationship before payment.

ARTICLE 25 OCCUPATIONAL SAFETY AND HEALTH

- A. The Employer agrees to provide a safe and healthful workplace for all Employees and to comply with all local, state, and federal health and safety laws and regulations. The Employer will use its best efforts to ensure that all safety problems are responded to.
- B. The Employer and the Union encourage Employees to inform management of any safety hazards that an Employee is aware of.
- C. No Employee will be disciplined for refusing to perform unsafe or dangerous work. Employees will not be required to perform work that presents a significant risk of causing bodily harm. In such circumstances the Employee will immediately notify their immediate supervisor. Employees will be given proper clothing/protection when working in rain, snow, extreme heat or other inclement weather.
- D. The Employer will attempt, as best it can, to provide Employees assigned to work away from the Plaza and not in close proximity to other Employees a two-way radio. Employees may exercise individual discretion in placing emergency calls to the office requesting police assistance when necessary.
- E. Vehicle Monitoring System.
 - 1. Any Employee issued a Progressive Disciplinary Warning (PDW) will be provided a copy of the warning, given the opportunity to review evidence of the alleged infraction with a Union representative present, and provided with the opportunity to meet with supervision and a Union representative to appeal the warning. PDWs issued without just cause shall be removed.
 - 2. Any disciplinary notices issued based on information received from the Vehicle Monitoring System will expire after twelve (12) months. PDWs shall not accumulate unless they are for offenses of the same nature.
 - 3. Before terminating any Employee for violations under the Vehicle Monitoring System, the Employee shall be offered the opportunity to transfer to a

classification in a different department if there is a vacant, non-driving position available. The transferring Employee will not be able to bump an existing Employee regardless of seniority and only available shifts will be offered. If no positions meeting these criteria are immediately available, the Employee will maintain these rights for 90 calendar days. During the 90-day period, the Employee must accept the first available position offered. If more than one position becomes available on the same day, the Employee may select from among the positions. The Employer will notify the Employee of a vacant position by telephone and/or email. The Employee's seniority will carry into the new position and will govern wages and benefits. If the Employee rejects a vacant position, he or she will be discharged.

ARTICLE 26 LABOR/MANAGEMENT MEETINGS

Upon the request of either party, the Employer and the Union will meet on at least a quarterly basis (unless mutually agreed to otherwise) with the goal of resolving significant conflicts, promoting Employee input into operations and discussing key areas of importance to one or both parties. Requests for such meetings must be made in writing, at least seven (7) calendar days in advance, and include a complete agenda. Only agenda items will be addressed, and meetings will not exceed two (2) hours unless mutually agreed otherwise. Union Stewards will be assigned the day shift on the day labor management meetings are held and will attend the meetings without loss of pay. One or two representatives from the Union will be permitted to attend all quarterly labor management meetings. Stewards who, because of personal issues, choose not to attend day meetings shall be permitted to work their regular shift.

ARTICLE 27 SAVINGS CLAUSE

If any provision of this Agreement or the applications of such provision to any person or circumstance be ruled as "Unfair Labor Practice" or in any other way contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby. In such event, the parties shall meet to negotiate a replacement provision.

ARTICLE 28 SAFETY PROTOCOL

In cases of natural disasters, the Employer shall follow a provided safety protocol that ensures the safety of all Employees. The Employer shall run a safety protocol training at least once a year. The Employer shall provide said training to all new Employees.

ARTICLE 29 ATTENDANCE AND TARDINESS POLICIES

A. Absenteeism Policy

1. Absence is defined as arriving later than sixty (60) minutes after the Employee's scheduled start time, leaving work early, or calling off for any reason.
2. The first no call no show in a rolling calendar year is grounds for a final written warning except in instance of extraordinary circumstances. The second no-call no show that occurs no more than one year after the first no call no show is grounds for termination except in instance of extraordinary circumstances. Employees are required to call the front desk at least two (2) hours prior to the start of their shifts when calling off for any reason.
3. The employer shall not discipline Employees for absences caused by an extraordinary circumstance where the Employee's absence was due to a serious, verifiable event beyond the Employee's control.
4. On "medical emergency" the Employer will accept a doctor's note from the health care provider or from an emergency room as evidence of the emergency.
5. Pursuant to the Colorado Healthy Families and Workplaces Act, Employees will not be disciplined for taking sick leave that is covered by the Act.
6. After all paid sick time is used, Employees who are absent for any reason as defined above during any 12-month rolling basis will be subject to disciplinary action as follows:

1 Absence	Documented No Action/Verbal Warning
2 Absences	1 st Written Warning
3 Absences	2nd Written Warning
4 Absences	3rd Written Warning
5 Absences	Final Written Warning
6 Absences	Termination
7. An absenteeism record will be maintained on a 12-month rolling basis.
8. Multiple day absences due to an Employee's related sickness or illness shall count as a single "occurrence."
9. This Attendance Policy disciplinary steps described above shall not be combined with or used for progressive discipline described in the Tardiness Policy or the Progressive Disciplinary Policy in Article 15.

Pursuant to the Colorado Healthy Families and Workplaces Act, disciplinary action shall not be taken for any medical leave of absence. Falsification of medical documentation will result in immediate discharge. Seniority will be continued during approved medical leaves of absence, and medical leaves will not count against absences as defined above.

B. TARDINESS

1. Tardiness is defined as: Arriving at work seven (7) minutes after the scheduled starting time.
2. The employer shall not discipline Employees for tardiness caused by extraordinary circumstances where the Employee's tardiness was due a serious, verifiable event beyond the Employee's control or for any illness under the Colorado Healthy Families and Workplaces Act.
3. All occurrences of tardiness are counted within a "rolling" thirty (30) calendar day period. This time frame begins with every instance of tardiness.
4. The progression of disciplinary action for Employees within a rolling thirty (30) calendar day period for tardiness is as follows:

1 Time Tardy	Documented No Action/Verbal Warning
2 Times Tardy	First Written Warning
3 Times Tardy	2 nd Written Warning
4 Times Tardy	Final Written Warning
5 Times Tardy	Termination
5. Five (5) instances of tardiness within thirty (30) calendar days (beginning with every instance of tardiness) will result in termination.
6. This Tardiness Policy disciplinary steps described above shall not be combined with or used for progressive discipline described in the Attendance Policy or the Progressive Disciplinary Policy in Article 15.
7. Any Employee who receives seven (7) warnings for tardiness in a one-year period will be terminated. The year will be based upon a 12-month rolling basis.

ARTICLE 30 MYSTERY SHOPPER

Employer may use the services of a third-party secret shopper and may use the findings or information reported by such secret shopper in the Employer's own investigations, including findings or information which may result in training, counseling, and/or disciplinary investigation. If any information reported by a secret shopper is used or relied upon by the Employer for a disciplinary investigation, a copy shall be shared with the Union upon request.

ARTICLE 31 UNION APPROVAL FROM CITY

Nothing in this Agreement will prohibit the Union from seeking the approval of the appropriate City of Denver officials for improved health care benefits/costs or changes to the wages (COLA) or Eco Pass/parking pass. The Employer agrees to amend the Agreement in those specific areas in the event that a change in health care or wages is approved and reimbursed to the Employer by the City of Denver.

ARTICLE 32 VEHICULAR ACCIDENTS

1. Employees shall operate Employer vehicles in a safe manner. The severity of discipline regarding vehicular accidents or misuse of vehicles will be based upon the severity of the accident and the following is the policy if the Employee driver is found at fault. The Union can grieve the determination that an Employee is at fault.
 - a. If the amount of damage to the vehicle is \$5,000 or less, then two such incidents within any 180 calendar day period may justify termination.
 - b. If the amount of damage to the vehicle exceeds \$5,000, the Employee will be suspended for three (3) work days pending investigation and depending upon the results of the investigation and other circumstances, including but not limited to length of service and work record, may be terminated based upon such sole incident. The Employer will give special consideration to Employees involved in an accident while working more than eight (8) consecutive hours. The amount of damage shall be determined by using a professional estimate. The estimate must be given to the affected Employee.
 - c. If the Employee is found not "at fault" for the accident, he/she shall be made whole for any period of suspension and not otherwise disciplined.
 - d. If an Employee is terminated pursuant to paragraphs a or b, above, and the Union appeals a grievance over that termination to arbitration, then prior to arbitration, the parties shall use the mediation process in Article 18(G) and the parties agree to use a mediator from FMCS.

ARTICLE 33 UNIFORMS

The Employer shall allow Employees to wear clothing appropriate for their religious and cultural observance, such as long dresses (that match required uniform color) and hijabs or head scarves (white or black).

ARTICLE 34 401(K) PLAN

Employees may participate in the LAZ 401(k) Savings Plan. Employees of Nationwide may participate in the Nationwide 401(k) Savings Plan. Unless the Employer suspends or alters the match rate Plan-wide (e.g., due to a catastrophe), the Employer will match the Employee's contribution at 50% of the Employee contribution amount, up to a total contribution of five percent (5%) (five percent Employee contribution, 2.5 percent Employer match).

In the event that future changes are requested, both parties agree to bargain in good faith over such changes.

ARTICLE 35 LIFE INSURANCE

LAZ shall provide \$20,000.00 life insurance for each non-probationary Employee.

Nationwide shall provide \$15,000.00 life insurance for each non-probationary Employee.

ARTICLE 36 ECO-PASS

The Employer will continue to provide an Eco-Pass to all bargaining unit Employees.

ARTICLE 37 TERM OF AGREEMENT

This Agreement shall be effective from October 15, 2024, through October 14, 2027. This Agreement shall remain in effect unless terminated or opened for negotiations by either party giving the other party written notice of termination or opening not less than sixty (60) days nor more than ninety (90) days prior to the October 14, 2027, expiration date. If the Agreement is not terminated or opened it shall remain in full force and effect. At any time thereafter upon sixty (60) days written notice by either party, the Agreement may be reopened.

FOR THE UNION:

FOR LAZ PARKING:

(Date)

(Date)

Stephanie Felix-Sowy

MariCruz Delarosa

FOR NATIONWIDE PARKING:

(Date)

Terry Graeber

Misrak Nigussie

Gail Tipton

Yemane Woldesilassie

APPENDIX A WAGE SCHEDULE

A. Starting Wage.

	10/15/24	10/15/25	10/15/26
Starting wage for Parking Supervisor	\$24.00	\$24.75	\$25.50
Starting wage for other BU positions	\$22.00	\$22.75	\$23.50

B. General Annual Wage Increases.

General annual increases for existing Employees:

10/15/2024	10/15/2025	10/15/2026
5%	3%	3%

The 10/15/2024 wage increase for existing Employees is subject to the following:

1. Those who with a 5% increase to their base wage on 10/15/2024 would be under \$22.00, will increase to \$22.00 unless they have more than two years of service. Those with at least two years but less than ten years of service (as of 10/15/24) will increase to \$22.75, and those with at least ten years of service (as of 10/15/24) will increase to \$23.50.
2. Those who with a 5% increase to their base wage on 10/15/2024 would be over \$22.00, will increase to \$22.75/hour, unless they have more than ten years of service. Those with at least ten years of service (as of 10/15/24) will increase to \$23.50.
3. Those who with a 5% increase to their base wage on 10/15/2024 would be over \$22.75, will increase to \$23.50/hour.
4. Those who with a 5% increase to their base wage on 10/15/2024 would be over \$23.50, will increase to \$24.25/hour.
5. Those who with a 5% increase to their base wage on 10/15/2024 would be over \$24.25, will increase to \$25.00/hour.
6. Those who with a 5% increase to their base wage on 10/15/2024 would be over \$25.00, will increase to \$25.75/hour.
7. Those who with a 5% increase to their base wage on 10/15/2024 would be over \$25.75, will increase to \$26.50/hour.

8. Those who with a 5% increase to their base wage on 10/15/2024 would be over \$26.50, will increase to \$27.50/hour, which shall be the maximum base hourly wage rate for bargaining unit positions.
9. Existing Employees who are earning a base wage rate at or above \$27.50/hour as of 10/15/24 will be grandfathered and allowed to keep their current base hourly wage rate above the maximum \$27.50 rate but will, in lieu of any further increase in their wage rate, receive an annual lump sum payment equal to the amount of a 5% increase in their current rate (for example, a gross amount of \$2,860 for someone at \$27.50/hour using 2,080 hours). This lump sum amount would be paid, less required tax withholding and dues checkoff, on the first payroll date after the annual contractual wage increases go into effect.
10. Existing Employees whose wage rate is less than \$27.50/hour will receive the above 5% general wage increases on 10/15/2024, and the above 3% increases on 10/15/2025, and 10/15/2026 as scheduled up to the point that their hourly wage rate reaches the maximum \$27.50/hour wage rate. Upon reaching the \$27.50/hour maximum wage rate, the Employee will receive a lump sum payment in lieu of further increases in their wage rate.

For example, if an Employee's base hourly wage rate is \$26.23 before any increase, then a 5% increase would bring their rate up to \$27.54, however, because with the maximum base hourly wage rate under this Agreement is capped at \$27.50 the Employee will receive the equivalent of the remaining \$0.04 increase above \$27.50 as an annual lump sum payment in the gross amount of \$83.20 (calculated as \$0.04 multiplied by 2,080 hours). In the following year of this Agreement, since the Employee's hourly wage rate would already be at the \$27.50 maximum base rate, the Employee would receive the value of the full 3% increase as a lump sum payment in the gross amount of \$1,716.00 (calculated as $\$27.50 \times 3\% \times 2,080$ hours). All lump sum payments will be paid, less required tax withholding and dues checkoff, on the first payroll date after the annual contractual wage increases go into effect.

C. Parking Supervisors.

1. Parking Supervisors shall receive supervisor differential equal to \$2.00/hour added to their base wage rate.
2. On October 15, 2025, the minimum wage for all Parking Supervisors shall be \$24.75 and the minimum wage for all other bargaining unit Employees shall be \$22.75. Any Employee below those rates will be moved to the applicable minimum wage rate.

3. On October 15, 2026, the minimum wage for all Parking Supervisors shall be \$25.50 and the minimum wage for all other bargaining unit Employees shall be \$23.50. Any Employee below those rates will be moved to the applicable minimum wage rate.

D. Overnight Differential.

In addition to an Employee's base wage rate, including in addition to the maximum base hourly wage rate described above of \$27.50, Employees may earn an overnight differential equal to \$0.75/hour added to their base wage rate for working the overnight shift (a shift that begins at or after 10 p.m.).

E. Training Differential.

Also, in addition to an Employee's base wage rate, Employees other than Parking Supervisors may earn a training differential equal to \$1.50/hour added to their base wage rate for only the time an Employee is assigned to train another Employee.

- F. Tips: Employees while upon Airport property shall not solicit gratuities or tips, directly or indirectly, from customers, including solicitation from other service providers (including Ground Transportation operators). Unsolicited gratuities or tips can be accepted by Employees.

APPENDIX B DISCIPLINARY AND DISCHARGE POLICY

Examples of offenses which could be considered to be closely related infractions of Employer policies and/or rules and may be combined for the purpose of progressive discipline include, but are not limited to, the following examples:

Employer/Client Property

Loss, misuse, abuse, or unauthorized use of equipment/machinery, vehicles, credit cards, keys, phones, radios, tools, gadgets, keys, hand-held devices, cameras, business machines or supplies, parking facilities, air tanks, jumper cables, lock out equipment, improper use of credentials, vandalism of equipment or property.

Record keeping:

Falsification, forgery, misuse, loss, unauthorized use, destruction, inaccuracy, to include but not limited to time sheets, equipment logs, receipts, credit card information, reports, employment records, legal documents, business forms, bid requests and extra time requests, not reporting legal convictions timely, shift swapping without permission, failure to renew airport badges in a timely manner.

Courtesy and Respect:

Violations such as rudeness, profanity, arguing, insults, name calling, inappropriate body language or facial expressions, physical actions/gestures, excessive anger, behavior which creates a negative image, refusal to follow the instructions of a supervisor/manager and insubordination.

Work Performance:

Issues such as inattention, inaccuracies, poor customer service, unauthorized use of electronic devices/ phones during work time, abuse of break or lunch time, leaving early, coming in late, attendance, inappropriate attire, poor personal hygiene, neglecting radio contact, sleeping, incorrect car counts or locations, abuse of work time, not maintaining a clean work station, solicitation/distribution of unauthorized materials, abandoning your work post without approval, unauthorized visitors within airport work areas, Uniforms not being worn or worn incorrectly, willful refusal to attend training classes as assigned, Appearance in violation of restrictions, lack of items deemed to be part of uniform (badge, timecard, front door key)

Safety Violations:

To include but not limited to speeding, driving in a careless and reckless manner, failure to obey traffic signs, seat belt use, unsafe or improper operation of equipment, vehicle accidents, failure to report an accident, property damage, and failure to wear safety/protective gear, failure to

report revocation/suspension of driver's license, failing to clean equipment as needed and smoking in a "no smoking" area.

Cash Handling/Revenue Collection:

Such as repeated lost tickets, cash drawer inaccuracies, fraudulent activity, misuse of documents or reports, stolen or misplaced money, tickets, credit card information theft, allowing friends or relatives to park free, failing to follow cash-handling procedures, misrepresentation of collections and receipts.

Management and the Union agree that either party retains the right to propose additions, edits, or changes with proper notice to the other party. Such additions, edits, or changes shall require approval by both parties.

APPENDIX D INCENTIVE PAY MEMORANDUM OF AGREEMENT

Employees will be entitled to monthly and quarterly incentive pay as follows:

- \$100 for each month without incurring any attendance violations (absenteeism or tardiness) or discipline. A single instance of an attendance violation will reduce the monthly incentive to \$50.
- Employees who earn the full monthly incentive for two out of three months in a calendar quarter (January – March, April – June, July – September, and October – December) will receive an additional \$100 after such second month in the quarter.
- Employees who earn the full monthly incentive for all three months in the same calendar quarter (as described above) will receive another additional \$100.
- Applying the above, the total available incentive pay per calendar quarter shall be \$500, for a total available incentive pay of up to \$2,000 per calendar year.