

HW Maintenance



AGREEMENT

BETWEEN

**HW Maintenance
LAX LLC**

AND

TEAMSTERS LOCAL 2010

July 1, 2021 – December 31, 2029

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AGREEMENT

This Agreement is made and entered into as of the 1st day of July 2021, by and between HW Maintenance LAX LLC, hereinafter collectively referred to as the "Company," and CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 2010, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 - DEFINITIONS

SECTION 1. "Employee or Employees" is defined as all employees of the Company at Los Angeles World Airport Facilities (hereinafter referred to as the Airports) subject to the terms and conditions of the parking agreement between ABM Aviation and HW Maintenance, whether employed full-time, part-time or extra, working within the following classifications: Janitors, Drivers, Power Washers set forth in this Agreement, excluding office employees, and supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of the employees or effectively recommend such action.

SECTION 2. Effective as of July 1, 2021, all employees hired at the Airport parking facility on or after July 1, 2021, will be considered to be temporary employees during a probationary period, which extends for the first ninety (90) calendar days of their employment with the Company. A probationary employee shall not acquire rights of seniority for reemployment in the event of layoff or discharge. A probationary employee may be terminated at any time during his/her probationary period, at the discretion of the Company and there shall be no recourse to the grievance and arbitration procedure contained in this Agreement or otherwise. When the probationary period has been completed, the employee will receive seniority retroactive to the date of hire.

SECTION 3. Full-Time and Part-Time Employees. Full-time employees are defined as those employees who are regularly scheduled to work forty (40) hours per week. Part-time employees are defined as those employees who are regularly scheduled to work less than forty (40) hours per week.

ARTICLE 2 - TERM OF AGREEMENT

SECTION 1. This Agreement shall remain in full force from July 1, 2021 to December 31, 2029 and shall automatically continue year to year thereafter until and unless either party serves written notice upon the other party sixty (60) days prior to December 31, 2029, or prior to any subsequent annual expiration date, that changes are desired.

SECTION 2. In the event the Company's contract with the ABM AVIATION is terminated or not extended, this Agreement shall then cease to be binding on either party.

SECTION 3. In the event the Company's contract with ABM AVIATION is terminated or not extended the new operating company agrees that, if awarded the bid and upon the commencement of its operations, it will recognize the Union as the bargaining representative of its employees working in the classifications listed in the operating agreement and will not make any changes to the employees' wages, hours and working conditions without negotiating such changes with the Union.

ARTICLE 3 - RECOGNITION

SECTION 1. Recognition. The Company recognizes the Union as the sole collective bargaining representative for all employees of the Company, as defined in Article 1, within the job classifications covered by this Agreement and more particularly set forth in Appendix "A" of this Agreement.

SECTION 2. Union Membership. It shall be a condition of employment that all employees of the Company covered by this Agreement shall become and remain members in good standing in the Union. Those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, become and thereafter remain members in good standing in the Union. All new employees hired after the effective date of this Agreement shall, on the thirty-first (31st) calendar day following employment, become and remain members in good standing in the Union.

SECTION 3. Removals from Employment. The Union agrees that written notice shall be given to the Company at least thirty-six (36) hours before any regular employee is to be removed from his/her employment by reason of his/her failure to maintain his/her membership in good standing in the Union, in accordance with Section 2 of this Article.

SECTION 4. Check off of Initiation Fees and/or Union Dues. The Company shall deduct from the first paycheck of each month and turn over to the Union for the duration of this Agreement, initiation fees (6 installments at \$25 per month), dues and other fees of such members of the Union as individually and voluntarily authorized in writing (including D.R.I.V.E. contributions), such authorization to comply with the Labor Management Act of 1947.

SECTION 5. Notice. The Company shall, on or before the tenth (10th) day of the month, by mail, notify the Union of all new hires during the previous month.

SECTION 6. Indemnity. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished by the Union.

ARTICLE 4 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. In the event of a grievance or dispute arising under the terms of this Agreement, the Union Steward shall take the matter up with the Company's representative within ten (10) days of the occurrence-giving rise to the grievance or reasonable knowledge of the occurrence and every effort shall be made to reach a satisfactory solution.

If no satisfactory solution can be reached, the Business Representative or other duly authorized representative of the Union shall take the matter up with the Company within five (5) days.

If the Business Representative of the Union and the Company cannot reach a satisfactory agreement within ten (10) days (subject to extension by mutual agreement), either party may refer the matter to a disinterested arbitrator approved by both parties.

If the parties cannot agree on an arbitrator within a reasonable period of time, either party may invoke the procedures of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding. No arbitrator shall have the power to add to or subtract from the terms of this Agreement. The parties agree to expedite such arbitration. The fee of the arbitrator shall be borne equally by the Union and the Company.

SECTION 2. It is expressly understood and agreed that any request for a grievance hearing for a discharge of any employee must be made in writing by an official of the Union to the Company within ten (10) working days from the date of the discharge, and the request must be made on behalf of an employee entitled to grieve his/her discharge. In the case of an arbitration of a discharge, the arbitrator may sustain the discharge or may order the reinstatement of the employee with or without compensation for some or all of the days lost.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

SECTION 1. The parties agree that during the life of this Agreement, there shall be no strike, sympathy strike, slowdown, work stoppage or lockout by any parties to this Agreement.

SECTION 2. Picket Line. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross a lawful primary picket line, which has been sanctioned by Joint Council No. 42 of the International Brotherhood of Teamsters.

ARTICLE 6 - PAY PERIOD & PAYROLL DEDUCTION

SECTION 1. Employees shall normally be paid twice a month. The Company shall provide the Union with advance notice of any change in paydays or place of check distribution. If a

scheduled payday falls on a weekend or scheduled holiday, paychecks will be distributed on the last workday prior to the weekend or holiday.

SECTION 2. Employees shall be responsible for the reasonable cost of repair; reasonable loss of use, if any; or replacement of lost, stolen, or damaged property when due to their negligence. Any employee, except as otherwise provided herein, through the Union may avail himself of the grievance procedure set forth in Article 4 hereof to contest any action taken by the Company pursuant to this Section and the Company agrees to abide by the decision rendered through such procedure.

SECTION 3. Except as provided in Section 2 of this Article, no deductions shall be made from the paycheck of any employee without the written consent of the employee, other than those deductions required by law and as provided in this Agreement.

ARTICLE 7 - UNIFORMS

SECTION 1. The Company agrees to provide employees with a complete set of uniforms and maintain said uniforms for the duration of this Agreement. Uniforms will be provided yearly on July 1st during the term of this agreement. A complete set of uniforms shall consist of:

	<u>Full-Time</u>		<u>Part-Time</u>
5	Shirts	3	Shirts
5	Pants	2	Pants
1	Safety Vest	1	Winter Jacket
1	Rain Suit	1	Safety Vest
1	Winter Jacket		

SECTION 2. The Company shall furnish additional uniforms required by the Company.

SECTION 3. Employee uniforms shall be paid for and shall belong to the Company.

SECTION 4. The Company may charge a uniform deposit not to exceed \$50 maximum, to be deducted from the employee's first two paychecks following employment. Said uniform deposit shall be returned to the employee in full upon termination, provided the employee has returned all uniforms.

SECTION 5. The Company has the authority to require employees to wear uniforms as prescribed by the Company, which must be worn in a neat and proper manner acceptable to the Company. An employee who does not report to work fully and properly dressed in his/her uniform may not be permitted to work. Repeated failure to wear uniforms, including the wearing

of uniforms in a manner unacceptable to the Company, shall be deemed unsatisfactory performance and shall subject the employee to progressive disciplinary action.

SECTION 6. The Company may require employees to pay the Los Angeles World Airports' rate for the replacement of a lost, missing, or damaged badge, except when replacement is due to normal wear and tear.

SECTION 7. The Company shall designate the color and style of pants and/or skirts to be worn by employees.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

SECTION 1. Employees shall be subject to discipline or discharge by the Company for just cause.

SECTION 2. Without limiting the foregoing paragraph, the parties agree that the Company may discharge employees for actions such as but not limited to: dishonesty; theft; gross negligence, continued poor performance, job abandonment, insubordination; use, possession or being under the influence of drugs, or alcohol; refusal to submit to a drug or alcohol test; fighting or harassment of employees or customers; willful damage and/or vandalism to company property; without the necessity for a prior oral or written warning to the employee(s) involved.

SECTION 3. Disciplinary Notices: A copy of all disciplinary notices shall be given to the employee at the time of the discipline. All disciplinary notices that have been in the employees file for twelve (12) months without any subsequent disciplinary notice(s) shall be removed from the employee's file.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

SECTION 1. Hours of Work. With the exception of the implementation of Section 3 of this Article, the normal workweek shall be five (5) eight (8) hour days as scheduled by the Company, Monday to Sunday.

SECTION 2. Overtime. Time and one-half shall be paid for hours worked in excess of forty (40) in any one week. With the exception of the implementation of Section 3 of this Article, time and one-half shall be paid for hours worked in excess of eight (8) in any one day.

SECTION 3. Employees are required to notify the Company at least four (4) hours in advance in all cases of absence or lateness.

ARTICLE 10 - COOPERATION

Upon request, the Union agrees to cooperate with the Company in matters involving governmental rules and regulations where they affect the business of the Company, its ability to provide employment, and to pay the wage scale agreed upon.

ARTICLE 11 - GUARANTEED WORK WEEK

SECTION 1. The schedule of work for all full-time employees shall be not less than forty (40) hours in each workweek.

SECTION 2. The provisions of this Article shall not apply where no work is available due to any emergency beyond the control of the Company. Any dispute as to the occurrence of any emergency shall be settled through the grievance procedure as set forth in Article 4 hereof.

ARTICLE 12 - JOB CLASSIFICATIONS & WAGE RATES

SECTION 1. The job classifications and wage rates for all employees covered by this Agreement shall be set forth in Appendix "A" attached hereto and made a part of this Agreement.

SECTION 2. Part-time Employees.

A. Scheduling. Regular scheduled workdays will be designated.

The Company retains the option of changing the designated workdays and/or increasing or decreasing the number of days to be worked by part-time employees. Hours of work and/or workdays will be offered on a seniority basis.

B. Seniority. If an employee is transferred from part-time to full-time employment, benefit eligibility will, thereafter, be computed from the individual's hire date. Refusal of a full-time job will not jeopardize the employee's seniority on the part-time seniority roster. It is not the intent of the Company to use part-time employees to replace full-time employees.

C. Benefits. A part-time employee will be entitled to pro-rata vacation pay; holiday pay only when a holiday is worked.

ARTICLE 13 - SENIORITY

SECTION 1. Seniority for the purposes of this Agreement shall begin to accrue from the date of employment at Los Angeles World Airport facilities.

SECTION 2. If qualifications are, in the Company's judgment, essentially equal, seniority shall govern for the purpose of promotions. If qualifications are essentially equal, as determined by the Company, seniority will govern for the purpose of demotions, transfers, layoffs and recalls.

ARTICLE 14 - ASSIGNMENTS

The parties agree that in the event that the ownership or management of the Company is changed by sale, merger or in any other manner, this Agreement shall be included as a condition of such change or transfer and shall run to its conclusion as the contract of the successor company applicable to the particular company thus sold, merged or transferred.

The Union likewise binds itself to hold this contract in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than those, which are parties hereto.

ARTICLE 15 - BUSINESS REPRESENTATIVE & BULLETIN BOARDS

SECTION 1. The Business Representative or an authorized agent of the Union shall be permitted to visit the place of employment of an employee at any time for the purpose of checking employees' credentials, or to gain information concerning matters involved in this Agreement. However, such Business Representative or authorized agent of the Union shall not interfere with the operations of the Company, and shall notify the management of his/her presence and the purpose of his/her visit immediately upon entering the premises.

SECTION 2. The Company shall provide at no expense to the Union, a bulletin board to be placed next to an entrance where the employees report for work and to place such items on said board relating to the Union affairs that the Union so desires.

SECTION 3. The Company agrees to deliver to the Union any and all information requested regarding wage rates, job classifications, seniority dates, health and welfare coverage, and payments by employees.

ARTICLE 16 - UNION STEWARDS

SECTION 1. The Company recognizes the right of the Union to designate Shop Stewards, one (1) Shop Steward and one (1) Alternate. The Union shall notify the Company in writing of the names of the Shop Stewards and alternates at the time they are appointed. The authority of job stewards and alternates designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with the Company, in accordance with the provisions of this Agreement; and
- B. The transmission of messages and information, which originate with and are authorized by the Union or its officers, provided such messages and information:
 - Have been reduced to writing and signed by an authorized Union officer who is not employed by the Company; or
 - If such messages and information have not been reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Company's business.

Shop Stewards and alternates have no authority to take strike action or any other action interrupting the Company's business, except as authorized by the official action of the Union and not in violation of this Agreement. Violation of this clause shall be cause for immediate discharge. Any steward appointed after the effective date of this Agreement shall be permitted to spend no more than two (2) working hours per week without loss of time or pay on processing and presenting grievances. The Union related activities of the job stewards and alternates, as defined above, shall not interfere unreasonably with the regular or assigned duties of those employees.

ARTICLE 17 - NON-DISCRIMINATION

SECTION 1. Non-Discrimination. Neither the Company nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, sex, age, marital status, physical or mental handicaps status as a Vietnam era veteran or disabled veteran in accordance with applicable law.

ARTICLE 18 – HOLIDAYS

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

SECTION 1. If the employee works on a holiday, the employee shall receive two (2) times the hourly rate.

SECTION 2. Employees whose scheduled days off fall on a holiday shall receive eight (8) hours of straight time pay. Employees who are scheduled to work on a holiday and who do not show up for work shall not receive holiday pay.

SECTION 3. In order to receive holiday pay under this Article, the employee must work the scheduled day before and the scheduled day after the holiday. Holiday pay shall not be counted for the purpose of overtime.

ARTICLE 19 - VACATIONS

SECTION 1. All employees now or hereafter employed shall receive vacation with pay each year, in accordance with the following schedule pursuant to seniority within the respective classifications.

SECTION 2. Employees who have been employed for one (1) year or more shall receive five (5) working days of vacation pay per year; for three (3) years or more shall receive ten (10) working days of vacation pay per year; for seven (7) years or more shall receive fifteen (15) working days of vacation pay per year; for ten (10) years or more shall receive twenty (20) days of vacation pay per year.

SECTION 3. Employees who were hired prior to April 1, 2001 who have been employed for more than one (1) year or more shall receive five (5) working days of vacation pay per year, for two (2) years or more shall receive ten (10) working days of vacation pay per year, for four (4) years or more shall receive fifteen (15) working days of vacation pay per year, for six (6) years or more shall receive twenty (20) working days of vacation pay per year. All employees shall receive their vacation paycheck on the payday immediately preceding the day on which such employees start his/her vacation.

SECTION 4. Vacations are to be determined on the basis of the actual service, except that no vacation credit will be lost for absences of thirty (30) days or less.

SECTION 5. Employees shall make their request for their vacation period in writing, at least four (4) weeks in advance. Seniority of service shall be the basis for priority in the selection of vacation dates. The Company reserves the right to change vacation dates in those cases where the efficient operation of its business so requires, provided such change is not made in an arbitrary or capricious manner. Payment of vacation money will be made by separate check with deductions according to law and delivered to the employee on the payday immediately preceding the anniversary date of employment.

SECTION 6. In the event that the Company's contract with the ABM AVIATION is not renewed, the Company agrees to pay all employees their accrued vacation benefits with their final paycheck at the expiration of the Company's contract with the Los Angeles World Airports.

SECTION 7. Employees may use up to a maximum of five (5) vacation days annually for sick leave purposes.

ARTICLE 20 - LEAVES OF ABSENCE

SECTION 1. The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to no more than two (2) employees designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided at least two (2) weeks written notice is given to the Company by the Union, specifying length of time off.

SECTION 2. A leave of absence may be granted for personal reasons for a period not to exceed one (1) month upon application of the employee to and approval by the General Manager. Such leave of absence shall not be renewed, and seniority will not accumulate during the leave. Employees will retain seniority earned prior to leave upon return from leave.

SECTION 3. Job Related Illness or Injury. In the event of an on-the-job illness, or injury which prevents the performance of regular duties, an employee with seniority status will be granted a leave of absence after medical evidence satisfactory to the Company is presented for a period not to exceed six (6) months. The employee shall keep the general manager informed monthly, in writing, of the approximate time when he/she will be able to resume his/her regular duties.

The employee's return to work shall be subject to approval of the attending physician and/or the Company's designated physician. There shall be no loss of seniority during such leave, however, no wage progression improvement increase, or time credit shall be gained during such leave.

SECTION 4. Family Leave: Notwithstanding any other provision of this agreement, the employer shall provide unpaid leaves of absence and maintain benefits during such leaves, and conformity with the California Family Rights Act of 1993, which appears at Section 12945.2 of the California Government Code, and the Family Medical Leave Act of 1993, and any amendments to either. Pursuant to said statutes, the Company shall grant to each employee who has completed one year of service preceding the leave, leave for the birth, adoption of a child, or placement of a child or foster care, or for the care of a parent or person similarly situated or a spouse. Leave shall also be granted for an employee's own serious health condition, including pregnancy related disabilities.

The duration of leave under this Article 21 shall be up to twelve (12) weeks during a one (1) year period. The Company may, at its discretion, require or permit an employee taking leave under this Article 21 to substitute for such leave, accrued, but untaken vacation time. Intermittent leave shall also be allowed for the care of a spouse, parent, or child subject to appropriate medical certification. Employees, who qualify for leave pursuant to this Article 21 and return within the time specified, shall be assigned to the position which they occupied at the time of taking such leave, unless a general bid is taken, providing such position exists. Any employee seeking reinstatement following a leave taken pursuant to this Article 21 shall have no greater rights to a position than if the employee had been continuously employed during the period of the leave. Employees who qualify for leave under this Article 21 shall continue to be covered by the Group Health Insurance Plan for the duration of said leave; provided, however, that in the event that the employee does not return at the end of the leave period, the Company may recover the cost of said premiums from the employee. There shall be no loss of seniority during such leave, however, no wage progression improvement increase or time credit shall be gained during such leave. At the sole discretion of the Company, an additional three (3) months unpaid leave of absence may be granted. Such decision shall not be subject to Article 4 Grievance and Arbitration Procedure.

SECTION 5. SICK LEAVE- In accordance with Article 7 Chapter XVIII of the Los Angeles Municipal Code and subject to the eligibility requirements and terms and conditions set forth below, effective July 1, 2021, the Company will provide employees with a "lump sum" grant of six (6) paid sick days or 48 hours paid sick time to be used July 1st through June 30th of each year.

SECTION 6. Eligibility. An employee may use paid sick leave beginning on the 90th day of employment or July 1, 2021, whichever is later.

SECTION 7. General Guidelines. The company shall provide paid sick leave upon the oral or written request of the employee for themselves or family member, as defined by California Labor Code Sections 246.S(a) and 245.S(c), or for any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. The company may require an employee to provide reasonable documentation of an absence from work after the 3rd consecutive day of absence which paid sick leave is or will be used if medical attention is or will be sought.

Paid sick leave may be used in minimum increments of two (2) hours or more to cover all or part of a workday.

The Company is not required to provide compensation to an employee for any unused sick days upon termination, resignation or retirement, or other separation from employment.

If an employee separates from the Company and is rehired by the Company within one year from the date of separation, previously unused paid sick time shall be reinstated. Management will cash out any unused sick leave on June 30th of each year.

ARTICLE 21 - GROUP INSURANCE

SECTION 1. Employees with three (3) months of continuous service and who work thirty (30) hours or more per week and/or one hundred twenty (120) or more hours per month effective July 1, 2021, the Company shall pay the cost of providing Union sponsored health and welfare benefits (Medical, Dental, & Life Insurance) for all eligible employees and dependents, plus the annual increase up to 12%.

The Company shall pay any increase in the union sponsored health and welfare benefits premiums based on the following dates:

Effective Date	Increase
<u>7/1/21</u>	<u>12%</u>
<u>7/1/22</u>	<u>12%</u>
<u>7/1/23</u>	<u>12%</u>
<u>7/1/24</u>	<u>12%</u>
<u>7/1/25</u>	<u>12%</u>
<u>7/1/26</u>	<u>12%</u>
<u>7/1/27</u>	<u>12%</u>
<u>7/1/28</u>	<u>12%</u>
<u>7/1/29</u>	<u>12%</u>

SECTION 2. Employees, upon documented proof of an alternative medical coverage through a family member or any other type of medical coverage, may be permitted to withdraw from the Company's Health and Welfare Plan and receive in return a monthly amount of \$120, otherwise payable by the Company for such withdrawing employee's Health and Welfare coverage.

ARTICLE 22 - MANAGEMENT RIGHTS

SECTION 1. The Company has the sole and exclusive right to manage the affairs of the business, to determine the products, services, methods and schedules of operations, the type of equipment and establish rules for the direction of the employees of the Company. Such rights shall include but are not limited to: the right to maintain discipline of employees; to promulgate reasonable rules or regulations; to determine and revise the duties of the various classifications of employees; to promote, demote or transfer employees under the terms of this Agreement; to determine the amount of work needed; and to layoff because of lack of work.

SECTION 2. An employee who is directed to perform a particular duty by the Company is required to obey that direction, instruction, or order. If an employee desires to contest the justness or appropriateness of such direction, instruction or order, the provisions of the grievance procedure in Article 4 hereof shall be followed. In no case shall an employee refuse to perform any duty, not contrary to law. Should an employee refuse to perform any duty, not contrary to law, he/she shall be subject to discipline, suspension and/or discharge by the Company.

SECTION 3. The Union recognizes the right of the Company to automate its production and working methods. Where new occupations or changes in work requirements are created as a result of automation, the Company will make every effort to retain and train present employees for these new occupations or work requirements.

ARTICLE 23 - SUBSTANCE ABUSE

SECTION 1. When the Company's highest representative on duty has a "reasonable suspicion" that an employee is under the influence of alcohol or drugs, the Company may require the employee immediately to go to a qualified medical facility to provide both urine and blood specimens for the purpose of testing and to receive a fitness for work examination by a licensed physician.

SECTION 2. "Reasonable Suspicion" means suspicion based on specific personal observation that the Company's representative can describe concerning the appearance, behavior, speech, or breath odor of the employee. The Union shall immediately be made aware of any situation concerning substance abuse testing of any employee covered by this Agreement.

SECTION 3. An employee who requests a leave of absence to attend a rehabilitation program to seek treatment for alcoholism or drug abuse shall be granted such a leave of absence, and shall be reinstated to his/her former position, once successfully completing such a program.

ARTICLE 24 - NO REDUCTION

The Company agrees not to enter into any agreement or contract with his/her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 25 - COMPLETE AGREEMENT

SECTION 1. The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all decisions and covenants reached by them through the use of such

rights and opportunities appear in this Agreement. Any duty to negotiate concerning any such subjects is hereby waived by the Company and the Union for the term of this Agreement. However, nothing in this clause precludes the parties from making changes in this Agreement by mutual consent upon written request by one party and written acceptance by the other party.

SECTION 2. The waiver by either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provision or requirement for the future or in the past and shall not constitute a modification of this Agreement unless such provision or requirement is reduced to writing and signed by the parties to this Agreement. An arbitrator shall have no authority to determine or consider that this provision has been waived.

ARTICLE 26 - GENERAL PROVISIONS

SECTION 1. Rules and Regulations/Employee Handbook: The Company will not create or make any changes to any rule, regulation, or policy without giving a one-week advance notice to the Union.

SECTION 2. To the extent that this Agreement varies from the requirements of City of Los Angeles Living Wage Ordinance, the parties hereto, pursuant to Section 10.37.11 of said Ordinance (or any successor ordinance or provision of law), specifically waive the benefits required by such Living Wage Ordinance and agree that this Agreement shall supersede any and all the provisions of the said Ordinance.

SECTION 3. The Company will provide paid parking to their employees for the term of the agreement.

ARTICLE 27 – DRIVE AUTHORIZATION AND DEDUCTION

The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his or her regular paycheck on a biweekly basis. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 28 – PENSION BENEFITS

Effective July 1, 2021, and every year thereafter for the remainder of the agreement, the Employer shall contribute to the Western Conference of Teamsters Pension Trust Fund \$0.25 per every straight time hour of pay. This contribution will increase by \$0.25 per hour per year for the term of the agreement.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from July 1, 2021 through December 31, 2029.

If neither of the parties give notice to terminate or reopen the agreement, the entire contract shall remain in effect for another year on a year-to-year basis, until one of the parties gives notice to terminate or reopen this agreement at least 60 days before the expiration of the Union agreement on December 31, 2029.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Union:

CALIFORNIA TEAMSTERS
LOCAL 2010, affiliated with
International Brotherhood of Teamsters

By: Stephan Aguirre

Title: Union Representative

Date: May/1/2021

Company:

HW Maintenance
LAX LLC

By: [Signature]

Title: President

Date: 4/27/21

APPENDIX "A" - WAGES

SECTION 1. The following minimum hourly rates of pay shall be applicable to all employees across the board employed at Los Angeles World International Airport Facilities as follow:

Effective December 1, 2021

All employees shall receive a 3% per hourly wage increase, across the board.

Effective December 1, 2022

All employees shall receive a 3% per hourly wage increase, across the board.

Effective December 1, 2023

All employees shall receive a 3% per hourly wage increase, across the board.

Effective December 1, 2024

All employees shall receive a 3% per hourly wage increase, across the board.

Effective December 1, 2025

All employees shall receive a 3% per hourly wage increase, across the board.

Effective December 1, 2026

All employees shall receive a 3% per hourly wage increase, across the board.

Effective December 1, 2027

All employees shall receive a 3% per hourly wage increase, across the board.

Effective December 1, 2028

All employees shall receive a 3% per hourly wage increase, across the board.

Effective December 1, 2029

All employees shall receive a 3% per hourly wage increase, across the board.

SECTION 2. All employees under the following classification shall be entitled to the following premium wage rates, in addition to their normal hourly wage:

Effective July 1, 2021

- Drivers = forty cents (\$0.40) per hour.
- Power Washer = fifty cents (\$0.50) per hour.

SECTION 3. Beginning on July 1, 2021 the new starting wage for new hires will be \$0.75 above any City, County or State minimum wage.

This Union Agreement supersedes any city, county or State Living wage Ordinance.