

SAN FRANCISCO INTERNATIONAL AIRPORT WORKER RETENTION POLICY

I. Application.

This Worker Retention Policy (“Policy”) applies to contractors, tenants, and permitted operators, and their respective subcontractors, that employ workers who perform essential services at San Francisco International Airport (“Airport”) on a regular and ongoing basis for the benefit of the travelling public, which services include, but are not limited to, parking garage and curbside management operations, information booths, concessions (food & beverage, retail, and passenger services), the SFO Medical Clinic, intra-airport transportation services, on-airport rental car operations, and services by service providers covered under the Airport’s Quality Standards Program, excluding airlines.

II. Definitions.

A. “covered services” include parking garage and curbside management operations, information booths, concessions (food & beverage, retail, and passenger services), the SFO Medical Clinic, intra-airport transportation services, on-airport rental car operations, and services by service providers covered under the Airport’s Quality Standards Program, excluding airlines. The Airport Director shall be the final the authority as to which services are covered under the Policy.

B. “covered employee” means any person continuously employed as a service employee of a service contractor or its subcontractors for six months or more for 16 or more hours per week and whose primary place of employment is at the Airport. The term “covered employee” does not include a person who is a managerial employee or executive, including those who would be so defined under the Fair Labor Standards Act.

C. “service contractor” means a contractor, tenant, or permitted operator, or any level of subcontractor of any such firm, that performs covered services at the Airport.

D. “service contract” means any agreement entered into by a service contractor to perform covered services at the Airport.

E. “successor contractor” means (1) a service contractor engaged to perform services previously performed by a predecessor under a substantially similar service contract that has recently terminated or expired, or (2) a service contractor engaged as a subcontractor to perform substantially similar services to those previously performed by the prime service contractor.

F. “successor service contract” means any agreement entered into by a successor contractor to perform covered services at the Airport.

III. Required Employee Information.

Where a service contract subject to this Policy has been terminated, has expired, or its services subcontracted, within ten (10) days of giving or receiving notice of such event, the service contractor must provide to the successor contractor (if known) and to the Airport’s Employment Quality & Standards Office, the name, date of hire, and employment occupation classification of each covered employee employed at the time of such termination, expiration, or subcontracting.

IV. Retention of Employees.

A successor contractor shall retain, for a 90-day trial employment period, the covered employees of a predecessor.

During such trial period, a successor contractor shall evaluate each employee retained pursuant to this Policy. If the employee's performance during such period is satisfactory, the successor contractor shall offer the employee continued employment under the terms and conditions established by the successor contractor, subject to applicable Airport requirements. If the employee's performance is determined to be unsatisfactory in the opinion of the successor contractor, such employee may be released from employment and shall be referred to the Airport Employment Information Center.

If at any time a successor contractor determines that fewer employees are required to perform the new service contract than were required by its predecessor, the successor contractor shall retain the employees by seniority within job classification. During the trial employment period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.

Notwithstanding the requirements of this Section IV, a successor contractor may otherwise replace an employee required to be retained pursuant to this Policy with a person already actually employed by the successor contractor continuously for six months prior to the commencement of the successor service contract in a capacity similar to that proposed under the successor service contract if the successor contractor's employee would otherwise be laid off work as a result of the award of the successor service contract.

V. Other Requirements.

All service contracts subject to this Policy shall include a provision in which the service contractor agrees to require all levels of subcontractors to comply with the obligations imposed by this Policy.

All disputes over interpretation or application of the worker retention requirements set forth in this Policy shall be submitted to expedited binding arbitration in accordance with the American Arbitration Association Labor Arbitration Rules including its Expedited Labor Arbitration Procedures. Costs incurred in connection with any such arbitration shall be borne equally by the contractor/subcontractor and affected employee(s) and/or the pertinent labor organization, if any.