

**Collective Bargaining  
Agreement**

**Between**

**SEIU Local 1**

**And**

**Prospect Airport Services, Inc.**  
**Covering O'Hare and Midway Airports**

**June 16, 2022 to June 15, 2025**

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## Article 1. Recognition

- 1.1 Prospect Airport Services, Inc. (“Employer”) recognizes Service Employees International Union, Local 1 (“Union”) as the sole and exclusive bargaining representative for the Employer’s operations at Chicago’s O’Hare International Airport (ORD) and Midway International Airport (MDW) (the “Airports”) for all the Employer’s non-supervisory, non-confidential regular full-time and part-time employees assigned to work at the Airports except employees covered by existing collective bargaining agreements prior to January 1, 2019 (the “Unit”). This Agreement shall be governed by the laws of the Railway Labor Act (“RLA”).
- 1.2 Upon the execution of this Agreement, the Employer will provide the Union with a list of all its accounts and Sites (as defined in Article 7) at ORD and MDW that are subject to the Agreement where it provides services. Up to four (4) times per year upon the Union’s written request, except where prohibited by law, the Employer will provide the Union in writing the name, address, phone number, job classification, work site, employee identification number, Employer Seniority Date, present wage rate of each employee assigned to each account/Site, and an average of hours worked over the previous quarter (“Employee Information”). The Employer is not required to provide Employee Information concerning accounts which exist for thirty (30) continuous work days or less and are not regularly reoccurring (“Temporary Accounts.”)
- 1.3 Within one (1) week of notification that the Employer has obtained additional work, except Temporary Accounts, within the scope of this Agreement, the Employer shall notify the Union in writing of the additional work and the date on which it is to commence performing such work.
- 1.4 This Agreement shall govern any such additional work in ORD or MDW to which it may lawfully apply. The Employee Free Choice Procedure (“EFCP”), attached as Attachment A, shall apply to any additional work which may not be lawfully accreted to the bargaining unit under this Agreement. Upon union recognition pursuant to the EFCP, this Agreement shall apply.

## Article 2. Contract Enforcement

- 2.1 Subject to property holder approval, authorized Union agents shall have access to the Employer’s work sites in non-secure areas to enforce this Agreement, provided that the Union representative gives reasonable advance notice to the Employer. Union visitation shall not interfere with conduct of the Employer’s business or employees working. The Union shall indemnify and hold harmless and promptly reimburse the Employer, its affiliates and assigns, directors, officers, and employees (the “Indemnified Parties”) from and against any all liabilities, damages, losses, claims, fines, penalties, assessments, and demands, including all fees, costs and expenses incidental thereto, that may be charged to, asserted against, or incurred by the Indemnified Parties by reason of the any loss, damage, or injury of act due to activities and/or actions of the Union or any Union representative constituting a security breach.

- 2.2 The Employer shall provide one (1) hour every six (6) months for the employees to meet with the Union on non-work time to assure proper implementation of the contract.
- 2.3 The Employer shall recognize union-designated Shop Stewards. The Union will provide the Employer with a list of Shop Stewards designated by the Union. The Employer shall recognize up to fifteen (15) Shop Stewards, and the same number of alternates. Shop Stewards have no authority to take strike action or any other action interrupting the Employer's business.
- 2.4 A Shop Steward may conduct Union business and/or communicate with employees about Union business on working time only with the Employer's authorization.
- 2.5 Shop Stewards shall be given an opportunity before or after working hours to meet with new employees to provide information on the Union, and the parties agree this will be unpaid time. This shall include the right for Shop Stewards attend the airport orientations on non-work times or days off.
- 2.6 The Employer shall furnish a bulletin board at a conspicuous site in each of the Employer's sites where a bulletin board is practical and permitted by the customer, and in those circumstances, shall permit representatives of the Union, including Shop Stewards, to post notices pertaining to Union affairs on the bulletin board. Nothing of a derogatory nature toward the Employer or others may be posted on the bulletin boards.
- 2.7 The Union shall have the right to inspect the Employer's personnel/discipline/employment records to determine compliance with this Agreement, provided that reasonable advance notice is given to the Employer describing with specificity the records the Union desires to inspect, the reason for the request, and that such inspection shall occur at a mutually agreed upon time during normal business hours. The Employer will not be expected to release records that contain confidential medical information protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

### **Article 3. Union Security and Dues Deduction ("Check-off")**

- 3.1 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the 31<sup>st</sup> day following the date this Article applies to their work-site or their employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's and periodic dues uniformly imposed.

3.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, he or she shall be discharged within fifteen (15) days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to an Arbitrator pursuant to Article 5. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.

3.3 Upon written request of the Union, the Employer agrees to deduct monthly dues and agency fees, or Political Action Fund (COPE) contributions from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary dues deduction authorization forms. The parties acknowledge and agree that the term "when authorized by the employee in writing" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement. Up to four (4) times a year, the Union shall provide the Employer in writing the name, job title, terminal location, and the authorized dues deduction of each employee who has authorized deductions under Article 3.3.

At the time of hire the Employer shall give to the new employees a packet, provided by the Union, containing a Union membership application form, and a dues deduction authorization form. When the Employer holds orientation or training for newly hired employees, the Employer will typically give the union 48 hours of advance notice of each such orientation that consists of five (5) or more employees, unless operational needs dictate otherwise. Employer will grant a Union representative thirty (30) minutes to address the employees during the orientation and will afford the Union representative the opportunity to collect Union dues deduction authorization forms at that time.

3.4 If the Employer fails to deduct or remit to the Union the dues or other monies in accordance with this section by the 20th day of the month, the Employer shall pay interest on such dues, initiation fees, or contributions at the rate of one percent per month beginning on the thirty-first (31<sup>st</sup>) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

- 3.5 If an employee does not revoke his or her dues deduction authorization not less than thirty (30) and not more than forty-five (45) days prior to their annual anniversary date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.
- 3.6 The Employer shall maintain accurate employee information and transmit dues and all legal assessments deducted from paychecks of employees who have authorized such deduction in writing to the Union. The transmission shall be accompanied with information for whom the dues are transmitted, the employee's Employee identification number, and the amount of dues payment for each employee. The Employer agrees to remit the amount deducted to the Union by the end of the month after the deductions are made by the Employer. In addition, the Employer shall include a list of employees who are no longer employed by the Employer for the month for which the dues are submitted.
- 3.7 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other liability of any kind whatsoever which may arise out of or by reason of action taken or omitted by the Employer in reliance upon the Union's request to terminate any employee under this Article 3.

#### **Article 4: Discharge and Discipline**

- 4.1 The Employer shall not discipline or discharge employees without just cause after completion of a ninety (90) day probationary period; provided however that employees for whom the Union is the collective bargaining representative of the incumbent employees being acquired or assumed by the Employer as a result of a contractor transition as regulated in Section 6.1 shall serve a new probationary period of sixty (60) days upon such transition. Employees will be assessed based on their ability to perform their job duties and will only be terminated if they fail to meet the Employer's standards or fail to adhere to the Employer's Attendance Policy. The Employer shall conduct its own investigation of the circumstances surrounding the alleged misconduct before imposing any discipline.
- 4.2 Any discipline should be issued in writing as soon as possible from the date of the alleged incident. All employees shall receive written notice of all disciplinary actions at the time when the discipline is issued. Such notice shall state the alleged violation, the date, and the disciplinary action being imposed.
- 4.3 Upon request of an employee, a member of the Union's staff or one of its Shop Stewards shall have the opportunity to be present for all disciplinary meetings and all investigative meetings involving employees.

- 4.4 Disciplinary actions, excluding unexcused absences and tardiness, shall not be relied upon for purposes of progressive discipline if the employee does not receive any discipline for a period of twelve (12) consecutive months following the last issuance of discipline; except that for suspensions or final warnings the period shall be eighteen (18) consecutive months from the date of the suspension or final warning.
- 4.5 The Employer may remove an employee from further employment at an account upon the demand of a customer. The Employer shall ask the customer for the reasons for the employee's removal. The Employer shall ensure that the request is from an appropriate level of the customer's management. Unless the Employer has just cause to discharge the employee, the Employer will use reasonable efforts to place the employee in a similar job at another account covered by this Agreement.
- 4.6 Any temporary employee or employee who has not completed his/her 90-day probationary period may be discharged or disciplined by the Employer in its discretion. No question concerning the discipline or discharge of any such employee shall be the subject of arbitration.
- 4.7 The parties agree to the Attendance Policy included in Attachment B to this Agreement.
- 4.8 At all times while on ORD or MDW property and identifiable as employees of the Employer (e.g. when wearing the Employer's uniform), employees shall conduct themselves professionally.
- 4.9 Cabin cleaners who have not received the Employer's initial new hire training on security sweeps shall not be disciplined for a failed security sweep. The Employer agrees that Cabin cleaners missing TSA and Airline security objects in a rolling twelve (12) month period shall result in: 1st offense - one (1) day suspension and retraining; 2nd offense - (three) day suspension; and 3rd offense - termination. The Employer will follow progressive discipline for cabin cleaners that miss the Employer's test objects. If an employee misses any sweeps in a rolling calendar year, then the employee shall be retrained in the field for security sweeps, unless termination is warranted.



## **Article 5. Grievance/Arbitration**

- 5.1 Any disputes or differences involving the meaning or application of this Agreement that arise between the Employer and the Union shall be resolved as provided in this Article.
- 5.2 All grievances, except a grievance involving a “continuing violation” for direct monetary issues, shall be brought within twenty-one (21) calendar days after the Union or Employer, as the case may be, has knowledge or should have had knowledge of the dispute.
- 5.3 An employee and/or Union Representative may consult directly with an Employer-Supervisor for the purpose of resolving any grievances, or on a matter that does not necessarily constitute a grievance. In any case, where the Union or the Employer is not satisfied, with respect to the disposition of a matter regarding the meaning or application of any provision of this Agreement, the Union or the Employer may submit the complaint as a grievance within the time set forth in paragraph 5.2 above. The grievance will state a summary of the facts, the specific portion of the Agreement allegedly violated, and the date the alleged violation occurred. If requested by the Employer, the Union will provide additional details and/or clarification regarding the subject of the grievance. If requested by the Union, the Employer shall provide additional details and/or clarification regarding the subject of its grievance.
- 5.4 After the Union or Employer files a grievance, the aggrieved party shall request a meeting with the other side in writing (including by e-mail). If the Employer or Union does not make itself available for a meeting within thirty (30) calendar days of the request, the Union or the Employer may proceed directly to arbitration by notifying the Employer or Union in writing within sixty (60) calendar days of the filing of the grievance. If the meeting does take place, the Employer or Union shall provide a written response to the Union or Employer within ten (10) calendar days. If the grievance is not resolved or the Employer or Union has failed to respond within the ten (10) calendar days after the meeting, the Union or Employer may refer the matter to arbitration by notifying the Employer or Union in writing no later than thirty (30) calendar days following the date the Employer or Union provided a written response or the date they were obligated to do so. A grieving party’s failure to pursue arbitration within thirty (30) calendar days following its notification to the non-grieving party of its intention to do so, shall be considered the grieving party’s waiver of its right to arbitrate the grievance.
- 5.5 In compliance with Section 204, Title II, of the Railway Labor Act, as amended, the parties shall establish a System Board of Adjustment for the purpose of adjusting and deciding disputes or grievances arising pursuant to the terms of this Agreement or any supplemental agreement. Such Board will be known as the Prospect System Board of Adjustment (“System Board”).

- 5.6 The System Board will be comprised of three (3) members to be selected as follows: one (1) by the Union, one (1) by the Company and a third neutral arbitrator as described in Article 5.7. If the parties mutually agree, the arbitrator may sit and decide the dispute without the Company and Union System Board members in attendance. The System Board will consider any dispute properly submitted to it by the Union or the Company which has not been previously settled in accordance with the provisions of this Agreement. The System Board's jurisdiction is limited to interpreting and applying the collective bargaining agreement and it will have no authority to alter the collective bargaining agreement's provisions on rates of pay, hours of service, or working conditions.
- 5.7 The parties agree to use the panel of five (5) arbitrators listed in this Section on a rotating basis to serve as the System Board neutral arbitrator. The arbitrator shall issue a written decision, which shall be final and binding on the parties. The parties shall share equally the Arbitrator's fees, expenses, and hearing room costs, but costs such as witnesses and other such items shall be borne solely by the party incurring such costs. The arbitrator panel shall consist of: Gil Vernon, Lisa Salkovitz Kohn, Daniel Nielsen, Peter Meyers, Jeanne Vonhof. In the event one or more of the arbitrators is no longer available to serve on the panel, the parties will meet promptly to reach mutual agreement on a replacement arbitrator(s).
- 5.8 The procedure outlined herein shall be the sole and exclusive method for the determination of all such issues between the Union and the Employer. The Arbitrator shall have the power to grant any remedy to correct a violation of this Agreement, including but not limited to, damages and mandatory orders. The arbitrator shall not have the power to add to, delete from, or modify the provisions of this Agreement. In any proceeding to confirm an award of the Arbitrator, service may be made by registered or certified mail with copies to both parties.
- 5.9 Grievants and witnesses attending grievances meetings, but not arbitration hearings, during their regularly scheduled hours shall be paid during such attendance if they are current employees at the time of the hearing.
- 5.10 All claims under this Agreement may only be brought by the Union or Employer alone and no individual shall have the right to compromise or settle any claim without the written permission of the Union.

#### **Article 6. Contractor Transition**

- 6.1 When acquiring or otherwise assuming the servicing of an account or contract within the scope of this Agreement where the Union is the collective bargaining representative of the employees being acquired or assumed by the Employer, the Employer shall offer employment, in order of SEIU Local 1 Seniority Date, to the incumbent employees who have been working at the account immediately before takeover, subject to applicable law and the Employer's hiring and employment standards. The Union shall provide the Employer with a list of incumbent

employees and their SEIU Local 1 Seniority Dates as soon as possible but in no case no more than thirty (30) days after the Employer's request for such list. Employees who are on an authorized leave of absence, vacation, or off work because of on-the-job illness, on-the-job injury, or off-the-job short-term illness or injury, shall be included in the list of incumbent employees provided by the Union who may be subject to hire by the Employer pursuant to this article. The Union is solely responsible for providing accurate SEIU Local 1 Seniority Dates for incumbent employees and the Employer is entitled to rely upon the same.

- 6.2 The Employer shall notify the Union in writing as soon as practicable after the Employer receives written cancellation of an account or part of an account. The Employer shall provide to the Union a list of all affected employees and their Employee Information after it has determined its operating plans for the remaining time that it will be the Employer on the account.
- 6.3 When assuming a new account, the Employer shall provide the Union a list of all newly hired employees and their Employee Information as soon as is practicable.

#### **Article 7. Seniority, Vacancies, and Bidding for Shifts/Schedules**

##### **7.1 Definitions:**

7.1.1. a. "SEIU Local 1 Seniority Date" shall be defined as the first day of continuous service with the current Employer and any previous employers at ORD or MDW represented by the Union. The Union is responsible for providing the Employer with an employee's SEIU Local 1 Seniority Date within 48 hours of participating in newly hired employee orientation and training as part of its obligations to collect employee dues deduction authorization pursuant to Section 3.3.

b. "Employer Seniority Date" shall be defined as the first day of continuous service with the Employer.

7.1.2 A "Site" shall be defined as a passenger terminal, cargo warehouse, or cabin cleaning site.

7.1.3 A "Classification" is the classification or department as defined by the Employer.

7.2 SEIU Local 1 Seniority: Employees may obtain positions by SEIU Local 1 Seniority Date only if they are capable of performing the work and meet all written pre-existing qualifications of the Employer and the customer.

7.2.1 All seniority shall continue to accrue while an employee is on leave of absence for less than three (3) months. An employee shall not accrue any seniority while on lay off.

- 7.2.2 All seniority rights are lost if any employee: 1) resigns 2) is discharged for cause without reinstatement, 3) fails to report or communicate within seventy-two hours after a notice of recall sent via text and email by the Employer to the employee at his/her last mobile phone number and email address of record on file with the Employer, 4) is laid-off or absent due to a workers compensation claim for more than nine (9) months or for the employee's length of service, whichever is less, 5) unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement, 6) takes replacement employment elsewhere during the period of a contractual leave of absence in which the Employer reasonably objects, 7) is discharged for any reason during his/her probationary period; or 8) the employee is not recalled to work after nine (9) months on furlough.
- 7.2.3 An employee whose SEIU Local 1 or Employer seniority is lost for any of the reasons outlined in Section 7.2.2 above shall be considered as a new employee if he/she is again employed by the Employer. The failure of the Employer to rehire said employee after the loss of any seniority shall not be subject to the grievance and arbitration procedure.
- 7.3 Seniority list:
- 7.3.1 The Employer shall post an SEIU Local 1 seniority list at a conspicuous place on the Employer's premises, in accordance with Section 2.6, with a copy furnished to the Union.
- 7.3.2 Any employee who questions his SEIU Local 1 Seniority Date must notify the Union and the Employer within thirty (30) days of the posting date. If the Union and the Employer disagree on an employee's SEIU Local 1 Seniority Date, the issue may be resolved through the grievance and arbitration procedure
- 7.4 Applications of Seniority:
- 7.4.1 Employees shall inform the employer in writing if they want to transfer into a different job classification. When there is a vacancy in the desired job classification, the Employer shall fulfill such requests in the order of SEIU Local 1 Seniority Date. For the Skycap Classification only, vacancies shall be filled in accordance with the Employer's employment policy among Baggage Handlers in the Terminal of the vacancy. If there are multiple qualified employees, positions shall be offered in Local 1 Seniority order. If no Baggage Handlers in the affected Terminal bid for the position, it will then be open up for the unit as stated in Article 7.3.1 above.

- 7.4.2 Layoffs of affected employees due to a reduction in force or reduction in hours due to reduced work shall be in inverse order of SEIU Local 1 Seniority Date in the classification, provided the remaining employees have the requisite knowledge, skills, ability, and experience to perform the remaining work. Recalls and increased hours shall be in order of SEIU Local 1 Seniority Date, so long as the employee is capable of performing the work. It is understood that an employee who has been employed in the classification has the requisite knowledge, skills, ability, and experience to perform that work. An employee shall lose his/her recall rights if not recalled to work after nine (9) months on furlough.
- 7.4.3 Classification-wide shift bids: The Employer shall, from time to time in its discretion, post all available shifts within a terminal and employees in the given job classification shall select their preferred shift in order of SEIU Local 1 Seniority Date. The Employer may consider schedule change requests outside of the shift bid process, unless operational needs dictate otherwise, and such requests, if allowed, will be awarded in order of SEIU Local 1 seniority. For employees performing Skycap duties, shifts shall be assigned by classification SEIU Local 1 Seniority within a terminal as a Skycap. If an employee has a limit on times and/or days which the employee cannot work, the employee may notify the Employer in writing; however, the Employer cannot guarantee specific days and/or times off due to operational needs and the seniority of other bargaining unit employees. Failure to grant an employee's availability request shall not be subject to the grievance/arbitration process.
- 7.4.4 Except as provided for in Section 15.11, and where operationally infeasible, overtime shall be offered to employees at the site and classification who sign a list volunteering for overtime. The Employer shall post a list each week where employees may volunteer to be called in for additional hours on specific days when they are not scheduled to work. Voluntary overtime shall be awarded in SEIU Local 1 Seniority order to determine recipients among the number of volunteers needed.
- 7.5 Change of Schedule Policy. Employees within the same terminal shall be permitted to trade work days and shifts upon written approval from the Employer. Employees must be trained and qualified for the position they are filling. Employees are responsible for the obligations incurred as a result of such agreed upon trades. Employees may not make such trades if it would require the employee to work more than forty (40) hours per workweek.

### **Article 8. Workload/Reductions**

- 8.1 When airlines make planned reductions in service schedules (such as seasonal fluctuations or elimination of scheduled flights), the Employer may reduce regularly scheduled hours. In such cases, the Employer will provide notification in writing to the Union within a reasonable time period upon notification by the customer of the reduced service schedule. The Union, upon receiving notice of such proposed change, agrees to meet with the Employer concerning a reduction in total hours of work at that job site.
- 8.2 When unplanned flight delays or cancellations result in a temporary reduction in the need for service, the Employer may make corresponding reduction in schedules on the impacted shift(s) or work group(s), provided said reductions are applied in order of Employer seniority at the site and in the classification unless operationally impractical.

### **Article 9. Picket Line/No Strike Clause**

- 9.1 There shall be no strikes (including, but not limited to, slowdowns, walkouts, sit-downs, picketing, stoppages of work, concerted refusal to work overtime, retarding of work, or boycotts), or other cessations of work by the employees covered by this agreement or the Union, or lockouts by the Employer, unless and until the parties' rights to self-help mature under the Railway Labor Act. In the event of a strike by another labor group affecting the customer's property or operations, the employees will remain on the job but will not be required to assume duties outside the scope of this Agreement.
- 9.2 Because of the effect of such actions on the Employer and its accounts at ORD or MDW, the Union may not engage in a complete or partial sympathy strike and employees may not refuse to work by honoring picket lines in any manner. The foregoing notwithstanding, in the event the Union is directing picketing against another employer at ORD or MDW at a Site where employees work, the Union and Employer shall coordinate picketing and designate entry and egress for employees at such picketed sites to provide at least one non-picketed entrance for employees
- 9.3 This Article 9 shall not alter or limit the Employer's right to obtain a court order enjoining such conduct by the Union and/or employees both collectively and individually.

### **Article 10. Leaves of Absence**

- 10.1 Employees who have been employed by the Employer for at least one (1) year may request one (1) personal leave of absence for reasons other than illness, injury or disability for no more than twenty-nine (29) days, in a 12 month period. Employees must submit requests for personal leaves of absence in writing at least

thirty (30) days prior to the beginning of the leave unless the employee is requesting leave for a bona fide emergency.

- 10.2 To the extent an employee has accrued PTO available, as provided for in Article 12, it shall be applied toward any personal leave of absence period. Once PTO has been exhausted, the employee shall be required to use available vacation toward the personal leave of absence period. Any remaining portion of the personal leave of absence period thereafter shall be unpaid.
- 10.3 Requests for personal leaves of absence shall be considered on a first-come, first-served basis if more than one employee requests a personal leave of absence for the same dates. The Employer shall consider the following factors in determining whether a personal leave of absence will be granted: 1) the employee's stated need for a personal leave of absence; 2) any supporting documentation the employee chooses to provide to the Employer in support of the personal leave of absence request; and 3) the needs of the Employer (including but not limited to: staffing requirements, client demands, and the overall impact of the personal leave of absence on operations).
- 10.4. The Employer may require an employee to provide documentation establishing the existence of a bona fide emergency immediately upon his or her return to work. A "bona fide emergency" for purposes of this section is a genuine and verifiable emergency circumstance that is unrelated to illness, injury, or disability that requires the employee's immediate and prolonged absence from the workplace and for which leave is otherwise unavailable to the employee through federal, state, or local leave laws.
- 10.5. An employee who fails to return to work after a personal leave of absence or who accepts employment elsewhere during the leave period will be deemed to have resigned.
- 10.6 The Employer shall provide up to five (5) employees annually with unpaid leaves of absence for union related activities of up to three (3) months each where operations permit, provided that such leave shall not be unreasonably denied. No more than one (1) employee at any one time from each of Terminals 1, 2, 3, and 5 and cargo at ORD and one (1) employee at any one time annually at MDW shall be approved by the Employer. An employee shall be eligible for one (1) leave annually. Upon such authorized leave, the Employee must surrender his/her airport ID badge allowing Security Identification Display Area (SIDA) access. The parties recognize that, when such leave exceeds 30 days, the employee may be required to complete a re-badging process before returning to work. Where re-badging is required, the Union and the Employer will cooperate and schedule necessary appointments so that the employee's return may be implemented, to the extent practicable, on the date the leave is scheduled to conclude, and the Union shall reimburse the Employer for fees actually incurred by the Employer to complete the re-badging.

- 10.7 Except as otherwise provided herein, the Employer shall comply with all applicable federal, state, and local laws concerning family, medical, or sick leave.
- 10.8 Unpaid Approved Personal Time Off (APO). All Employees who have completed their probationary period shall be entitled to up to five (5) unpaid approved personal days (APO) off per calendar year. Probationary employees shall be entitled to two (2) unpaid APO days. An APO request must be made with the administration no less than 14 days prior to the requested day off, but no more than 60 days prior. Emergency requests presented less than 7 days prior to the desired day off will be considered on a case-by-case basis and approved or denied in the Employer's sole reasonable discretion.
- 10.9 Bereavement Pay. The Employer agrees to pay non-probationary employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of one (1) scheduled workdays at straight time, provided the employee attends the funeral. Should a probationary employee need to take off due to death in the immediate family, he/she shall not be paid but will not receive any discipline for work missed. The term "immediate family" shall mean: current spouse, parent, step parent, child, step child, brother, sister, current father-in-law, and current mother-in-law, grandparent, grandchild, and current brother-in-law, sister-in-law, son-in-law, and daughter-in-law. At the request of the Employer, the Employee shall furnish a death certificate or other acceptable verification of death and proof of relationship acceptable to the Employer.

#### **Article 11. Vacation Leave**

- 11.1 Employees shall be provided paid vacation according to the following schedule:
- 11.1.1 Employees with SEIU Local 1 Seniority Dates shall be entitled to the following paid vacation:
- a. One work week (based on the employee's regular work schedule) of paid vacation per year (one "Vacation Week") up to forty (40) hours granted to the employee on the first year anniversary of his/her SEIU Local 1 Seniority Date to be scheduled and taken as provided for in this Article; and then
  - b. Two (2) Vacation Weeks up to eighty (80) hours per year following an employee reaching the three (3) year anniversary of his/her SEIU Local 1 Seniority Date to be scheduled and taken as provided for in this Article.
  - c. Three (3) Vacation Weeks up to one hundred twenty (120) hours per year following an employee reaching the Seventh (7) year anniversary of his/her



SEIU Local 1 Seniority Date to be scheduled and taken as provided for in this Article.

- 11.2 Vacation Scheduling Requests. Employees shall submit their written Vacation Scheduling Requests to management throughout the calendar year at least thirty (30) days in advance of the first day of their intended vacation use. By the first day of their intended vacation use, employees must have sufficient accrued unused vacation available to cover the entire Vacation Scheduling Request period or the request will be denied. Subject to the Employer's operational needs, the Employer will approve Vacation Scheduling Requests by employee department, shift, and work location based first on the date the Vacation Scheduling Request was submitted and then by seniority. Requests for scheduling of vacation outside this request process shall be considered on a case-by-case basis.
- 11.3 A Vacation Week must be taken in the amount of regularly scheduled work days in a work week for an employee during a work week that begins on Sunday and ends the immediately following Saturday. Employees who have sufficient accrued vacation as outlined above to be eligible for two or more Vacation Weeks have the option of taking their Vacation Week entitlement in single Vacation Week increments or they may combine Vacation Weeks for a consecutive work week vacation. Employees shall be able to split a week of earned vacation into individual days to be taken following the procedure outlined in this article.
- 11.4 Vacation pay shall be paid at the employee's regular hourly rate of pay on the payroll in which the Vacation Week(s) are taken. The number of paid hours per vacation shall be equal to the number of paid hours in the employee's regular schedule averaged over the previous three (3) months.
- 11.5 In the event an employee is on approved leave under the Family Medical Leave Act (FMLA) or the Americans with Disabilities Act (ADA) and has exhausted all accrued paid time off (PTO) as provided for in Article 12, the employee will be required to use available vacation toward such leave. Any Vacation Weeks previously scheduled will be removed from the schedule if vacation is applied toward an FMLA or ADA leave.
- 11.6 Employees shall be paid all accrued unused vacation days upon termination of employment, including termination of employment resulting from the Employer's loss of an account covered by this agreement.
- 11.7 Employees who earn more than one week of vacation per year under Section 11.1.1 shall be allowed to carry over up to two weeks of vacation past the end of the anniversary year, to be used in the first ninety (90) days of the new year. All other unused, accrued vacation will not carry over from calendar year to calendar year.

- 11.8 The Employer shall have fourteen (14) calendar days from the receipt of a written vacation or leave of absence request to provide a written response approving or denying the request and reason for denial, if applicable. If the Employer fails to issue a written response within fourteen (14) calendar days, the request shall be approved by default.

#### **Article 12. Other Paid Time Off (PTO)**

- 12.1 The parties recognize that the paid sick leave laws of the City of Chicago (in section 1-24-060 of the Municipal Code of Chicago) and Cook County (section 16-4229) may be waived in a bona fide collective bargaining agreement. It is the intent of the parties to this Agreement to expressly waive the coverage of the paid sick leave laws of the City of Chicago and Cook County, to the extent they could apply, in their entirety. This article is also expressly intended to supersede any previous paid sick leave policy established by the Employer.
- 12.2 All accrued, unused paid sick leave balances of employees covered by this Agreement, earned prior to the effective date of this Agreement, shall be converted to an equivalent amount of paid time off (PTO) which may be used in accordance with this Article for any purpose other than vacation, including, but not limited to: personal leave of absence, illness (of self or a family member), and bereavement.
- 12.3 Employees shall accrue one (1) hour of PTO for every forty (40) hours worked, up to forty (40) hours within a Calendar Year. The Calendar Year shall be the 12-month period running from January through December beginning with the first payroll check on or after January 1 through the last payroll check on or prior to December 31.
- 12.4 Employees shall begin to accrue PTO upon commencement of employment. However, accrued PTO can only be used after the employee completes the 90-day probationary period. Employees may not use more than eighty (80) hours of PTO hours in a Calendar Year.
- 12.5 Up to eighty (80) hours of unused, accrued PTO will carryover from Calendar Year to Calendar Year. Employees shall not be paid out for any unused, accrued PTO upon the employee's termination, resignation, retirement, or any other separation from employment.
- 12.6 All PTO shall be taken in a minimum increment of one-half of the hours scheduled for the workday for which PTO is requested and the employee must have accrued PTO available at the time of the absence in an amount sufficient to fully cover it in order for PTO to be used. However, if an employee requests use of PTO under this Article after the employee has begun their shift, the employee may use PTO in such instance for less than the minimum increment, only if they have accrued PTO available to cover the full remainder of their shift. If an

employee's PTO balance is less than the minimum increment, and he or she has accrued the maximum PTO hours for the Calendar Year, the employee may use any remaining accrued, unused PTO in a minimum amount equal to such remaining balance.

- 12.7 Employees who are on approved leave under the Family Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA) or similar state leave law must use all accrued, unused PTO toward such leave up to the cap set forth in Section 12.4, but may use PTO for such purposes in minimum increments of four (4) hours unless the employee has been pre-approved for intermittent leave under the FMLA. Pre-approved intermittent FMLA may be take in minimum increments of one (1) hour.
- 12.8 Employees may not loan accrued leave to another employee or receive an advance from future, unearned PTO.
- 12.9 Notice and Request to Use PTO

12.9.1 Employees shall request PTO in writing at least fourteen (14) days in advance of the requested time off. The Employer will approve PTO requests on a first-come, first-served basis by employee department, shift, and work location. The Employer shall provide employees a reasonable opportunity to take PTO while employed. The Employer shall provide the employee with a written approval or denial of such leave request as soon as practicable after the request is made. An approved PTO request under this Section is considered an Excused Absence under the Attendance Policy.

12.9.2 Accrued PTO will be applied in the event of an unforeseeable absence (whether excused or unexcused) in accordance with the Attendance Policy. An unforeseeable absence for which PTO is applied will be an Excused Absence as defined in the Attendance Policy.

12.9.3 Where an employee has not requested the use of PTO in advance, he or she must submit a written PTO request to the administration on the Employer provided form within two (2) days of the employee's return to work.

12.9.4 If an employee requests more than two (2) consecutive days of PTO for personal illness or the illness of a covered family member as recognized under the FMLA and/or other applicable law, reasonable documentation from a health care provider may be required.

12.9.5 PTO shall not be applied toward a No Call/No Show absence as defined in the Attendance Policy. The Employer may, at its discretion, approve PTO to cover such an absence where the Employee notifies the

Employer, as soon as is practicable, of unusual circumstances that made it impossible for the employee to call in (e.g. the employee was incapacitated).

12.9.6 PTO under this Article provides employees with paid time off from work and has no bearing on how absences, tardiness, or leaving early are treated under the Attendance Policy except for the narrow exceptions described in Sections 12.9.1 and 12.9.2 above.

### **Article 13. Health Insurance**

- 13.1 The Employer shall continue to offer health insurance and other voluntary benefits to eligible employees under its current policy, as may be amended from time to time by the Employer.
- 13.2 The Employer's health plan shall meet the minimum essential coverage and minimum value standards of the Patient Protection and Affordable Care Act (PPACA) and the Employer shall make contributions toward the cost of coverage for eligible employees under the health plan in accordance with that Act.
- 13.3 Employees must continue to make any regular employee contributions toward the costs of the health plan and/or any other voluntary benefits coverage they have elected through the Employer in order to maintain coverage during any absence authorized under this Agreement or pursuant to the Family and Medical Leave Act (FMLA), the American with Disabilities Act (ADA), or any other applicable state or local leave laws.
- 13.4 The Employer, in its sole discretion, may change the benefits offered and its insurance carrier(s) so long as Bargaining Unit employees are in substantially the same position as other employees covered by the Employer's benefits plan.
- 13.5 For the purpose of this section, eligible employees are full-time employees as defined by the PPACA (i.e., employees who average at least 30 hours of service per week or 130 hours of service per calendar month). Employees who establish full-time status in accordance with the PPACA are eligible for health plan and other voluntary benefits coverage through the Employer which shall be effective beginning the first day of the month immediately following an eligible employee's 60 days of service after such full-time status is established.
- 13.6 In the event the PPACA definition of full-time employee is modified during the term of this Agreement, the Parties shall meet as soon as is reasonably possible to discuss any necessary changes to the plan and implementation of same.
- 13.7 In the event of a governmental policy or legislative change to the PPACA or any other local or state law mandating certain health or other benefits for employees,

the Parties agree to enter a reopener for the purpose of discussing any necessary revisions to this Article 13.

- 13.8 The Employer may also reopen this Agreement to bargain the allocation of costs provided for in this Article to avoid a tax or penalty pursuant to the PPACA. Where feasible, the Employer shall provide written notice to the Union of not less than sixty (60) days prior to the expiration of the current health plan benefit year in which the Employer desires to make a change.
- 13.9 Policy Control. The Employer will make every effort to assist employees with its insurance carrier(s) in resolving concerns, problems, or issues. In the event of any conflict between this Article and official benefits plan document(s), the official plan document will prevail in any case.
- 13.10 Effective January 1, 2020 through December 31, 2022, the employee contribution for health insurance provided pursuant to Article 13 shall be as follows:

Coverage Level	Employee Contribution per Month
Employee	\$115.00
Employee + Spouse or Employee + Children	\$308.00
Family	\$440.00

The calendar year individual deductible for in network services on all plans shall be \$3,000.00 with a maximum individual out of pocket cost of \$3,000.00. The individual deductible and maximum out of pocket for out of network services shall be \$5,000.00 and \$10,000.00 respectively, with a 50% co-pay after the calendar year deductible.

The calendar year family deductible for in network services on all plans shall be \$6,000.00 with maximum family out of pocket cost of \$6,000.00. The family deductible and maximum out of pocket for out of network services shall be \$10,000.00 and \$20,000.00 respectively, with a 50% co-pay after the calendar year deductible.

- 13.11 Health Insurance Reopener. The Parties agree to reopen negotiations with respect to this Article 13 in the event the City of Chicago enacts legislation requiring the Employer or CSP Licensees to provide bargaining unit employees health insurance benefits. The negotiations shall be limited to the implementation of the new health insurance legislation.

#### **Article 14. Holidays**

14.1 Non-probationary Employees shall be paid time-and-one-half his/her regular rate of pay for all hours worked on the following holidays:

New Year's Day  
Martin Luther King Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

If an employee fails to work his/her last scheduled shift before a holiday or fails to work his/her next scheduled shift after a holiday, the employee shall be paid his/her regular rate of pay, not the holiday rate of pay, for the holiday.

#### **Article 15. The Workweek, Overtime, and Method of Pay**

- 15.1 The Employer shall establish and maintain a regular work week indicating the weekly start and end days and times. Any work performed over forty hours in a week shall be paid at time and one half the employee's regular rate of pay. Employees who work at more than one site shall have their hours combined in determining their overtime pay.
- 15.2 The Employer shall be free to set the hours of employment, provided that a normal work week for full-time Employees shall consist of no less than thirty-two (32) hours, unless operationally impractical. Employees shall be scheduled two (2) consecutive days off in each work week where operationally practical. In addition, days off may be non-consecutive by mutual agreement.
- 15.3 Part-time employees shall be scheduled for a minimum of four (4) hours per day.
- 15.4 Employees shall be able to request a copy of their schedule at any time.
- 15.5 Each workday an employee is required to report to work he shall be paid a minimum of four (4) hours pay unless 1) the employee is removed from work for disciplinary reasons; 2) the employee requests to leave work early and the Employer approves the employee's request; or 3) the employee leaves work early without authorization.
- 15.6 The Employer shall not use split shifts unless it is operationally impractical to schedule without them. When possible, split shifts shall be on a voluntary basis.

- 15.7 Any employee who is required by the Employer to remain on the job site shall be paid for all such time, including overtime, regardless of whether work is performed.
- 15.8 Any employee who is required by the Employer to travel in the course of performing his/her work assignments shall be paid for necessary travel time.
- 15.9 All wages, including overtime, shall be paid in accordance with the Employer's current practice, with an itemized statement of payroll deductions and paid time off provided to the employee electronically. Upon request, the Employer will provide an employee with a copy of the itemized payroll deductions and paid time off. If a regular pay day falls on a holiday, employees shall be paid on the holiday.
- 15.10 In the event the Employer changes schedules for reasons other than those described in Article 8.2, the Employer shall provide notice of changes in regularly scheduled shifts at least one (1) week in advance. The Employer shall provide 12-hours' notice of any short-term changes unless impractical. Employees may volunteer for short-term schedule changes made under Article 15.10 but shall not be mandated to work such schedule changes.
- 15.11 **Mandatory Overtime:** The Employer will make reasonable efforts to avoid requiring mandatory overtime. In such instances where overtime is required, the Employer shall give employees as much notice as possible, but no less than a minimum of one (1) hour notice before the end of an Employee's scheduled shift. If notice is less than one (1) hour prior to the end of shift, employees shall not be required to work mandatory overtime and shall not experience any repercussions; however, this provision shall not apply if circumstances that cause the mandatory overtime are outside the Employer's control. Overtime will be awarded among volunteers on a first-come, first-served basis. All mandatory overtime worked beyond forty (40) hours in a workweek shall be paid at time and one half of the Employee's regular hourly rate.
- 15.11.1 For all classifications other than Passenger Service Assistants and Security Agents. In the event there are insufficient volunteers as described in Section 7.3.4 of this Agreement, qualified employees working less than a forty (40) hour work week shall be required to work additional hours before mandatory overtime is assigned. If no such employees are available or there are an insufficient number of qualified employees who have worked less than forty (40) hours, the Employer will mandatorily assign employees to work overtime in reverse classification seniority order.
- 15.11.2 For Passenger Service Assistants and Security Agents, no employee shall be assigned mandatory overtime more than two (2) hours beyond the end of their scheduled shift; however, employees engaged with a passenger must complete their assignment prior to clocking out.

- 15.11.3 An employee who refuses to work overtime as directed by the Employer may be subjected to disciplinary action pursuant to Article 4. In no event shall an employee's refusal to work mandatory overtime be considered an attendance violation for which attendance points must be assessed as referenced in the Attendance Policy at Attachment B.
- 15.12 Relief: No employee shall leave her or his assigned post or take any break without the prior approval of the employee's supervisor or the Employer's manager and without proper relief in attendance. The Employer shall provide reasonable relief to employees.
- 15.13 Breaks: Employees who work more than four-and-one-half (4.5) hours in a scheduled shift shall be entitled to an unpaid meal period of at least one-half hour. The unpaid meal period shall be scheduled at least two hours after the start of an employee's shift and not less than two hours before an employee's shift end. Employees who have Employer issued tablets shall be allowed to request a break from their immediate supervisor on the tablet and shall receive a reasonably timely response with the estimated time window for their break. Employees who work a scheduled shift of more than 10.5 hours shall be entitled to a second unpaid meal period of at least thirty (30) minutes. If operationally feasible, the Employer may provide additional unpaid meal periods consistent with this provision in the event employees are required to work unscheduled hours in addition to their scheduled shift. Full-time employees shall be given two (2) fifteen (15) minute paid breaks per shift. Part-time employees shall be given a paid fifteen (15) minute break for every four (4) hours scheduled to work.
- 15.14 Managers and supervisors shall not push wheelchairs when bargaining unit personnel are immediately available to perform such work.
- 15.15 The Employer shall allow employees after their initial employment year to complete required re-badging paperwork and the re-badging process during scheduled work time, with approval from management. If the Employee is denied use of work time and the Employee uses personal time, the Employer shall pay the Employee two (2) hours of pay when re-badging is renewed within two (2) weeks of the Employee's notice to Employer of renewal. Employees shall not be eligible for the foregoing compensation if their badge expires, lapses or is suspended, revoked or other restricted for any reason.
- 15.16 All employees are required to return their badge to the Employer within one week of separation of employment, and the Employer is authorized to deduct \$50.00 from their final compensation for failing to return their badge. The Employer is authorized to hold the employee's final paycheck until the employee either returns the badge or the one-week period expires, whichever is sooner.



- 15.17 The Parties acknowledge and agree that the Chicago Fair Workweek Ordinance (Municipal Code of Chicago Chapter 1-25) (“CFWO”) does not apply to the Employer or the bargaining unit employees. Therefore, the Employer and the Union hereby expressly waive all coverage and any requirements of the CFWO, to the extent they apply, in their entirety.

#### **Article 16. Successors, Assigns, and Subcontracting**

- 16.1 The Employer shall not subcontract, transfer, lease, or assign, in whole or in part, to any other entity, person, firm, corporation, partnership, or non-unit work or workers, bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit for the purposes of circumventing the terms of this Agreement.
- 16.2 To the extent permitted by law, this agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement.

#### **Article 17. Non-Discrimination**

- 17.1 There shall be no discrimination against any employee by reason of race, creed, color, age, disability, national origin, sex, gender identity, sexual orientation, union membership, or any characteristic protected by law. The Parties agree that employees, Management and Union Representatives shall endeavor to treat each other with dignity and respect, but the alleged failure to do so shall not be subject to the grievance process. Instead, if an allegation is made about a breach of the dignity and respect provision of this Section, the parties agree to meet to discuss the issue with the goal of finding a productive resolution. Such meetings must be scheduled through a member of the Employer’s management at the level of General Manager or above.
- 17.2 All statutes and valid regulations about reinstatement and employment of veterans shall be observed.
- 17.3 Arbitration of Discrimination Complaints. If the Union elects to pursue a claim of unlawful discrimination or disparate treatment under any federal state or local statute through arbitration under Article 5 on behalf of an individual employee grievant, the grievant may elect to adjudicate the matter through Article 5’s grievance and arbitration procedure as the final, binding, sole, and exclusive remedy for such violations, and employee(s) who so elect to arbitrate their claims of discrimination shall not file suit or seek relief in any other forum. As a condition to arbitrating these claims, the grievant(s) shall agree to execute a waiver, in a form provided by the Employer, of the right to initiate, advance, litigate, or prosecute the same issue in any other judicial or administrative proceeding. In the event the

release is not executed or is deemed invalid, the arbitrator will have no authority to grant relief to the grievant(s). Notwithstanding the waiver, nothing in this Article shall be construed to prohibit the employee from: (1) filing a charge not seeking personal remedies with the Equal Employment Opportunity Commission or (2) filing any charge or claim not waivable by law.

All claims raising a violation of anti-discrimination laws by the Union on its own behalf under the collective bargaining agreement or any federal, state or local statute shall be adjudicated solely in this Agreement's grievance and arbitration procedure and the determination in that forum shall be the final, binding, sole and exclusive remedy for such violations for the Union.

The arbitrators hearing any statutory discrimination claim under this provision shall apply applicable law as it would be applied by the appropriate court in rendering decisions on discrimination claims.

### **Article 18. Wages**

- 18.1 For purposes of this Article, the parties agree minimum wages under this Agreement will follow the minimum wage rate set pursuant to the Certified Service Provider Program (CSPP) established by the City of Chicago Department of Aviation for the classifications set forth in the CSPP Section 2.1, except as set forth in this Article.
- 18.2 Effective July 1, 2022, the minimum wage for unit employees shall be \$17.00 per hour. Except for employees working in the classifications outlined in Section 18.5 and 18.6, all other existing employees and new hires shall receive \$17.00 an hour beginning on July 1, 2022.
- 18.3 Effective March 1, 2023, the minimum wage for unit employees shall be \$18.00 per hour. Except for employees working in the classifications outlined in Section 18.5 and 18.6, all other existing employees and new hires shall receive \$18.00 an hour beginning on March 1, 2023.
- 18.4 Effective on July 1, 2024, the minimum wage for unit employees shall be the minimum rate established by the City of Chicago pursuant to the CSPP and announced on or before June 1, 2024. Except for employees working in the classifications outlined in Section 18.5 and 18.6, all other existing employees and new hires shall receive the CSPP minimum wage beginning on July 1, 2024.
- 18.5 Cabin services employees and baggage handlers that were making more than \$15.00 an hour on June 30, 2022 will receive \$17.25 an hour beginning on July 1, 2022, \$18.25 an hour beginning on March 1, 2023, and the CSPP minimum wage plus \$.25 beginning on July 1, 2024.

18.6 Employees performing work in the following classifications shall be paid the following rates:

<b>Job Title</b>	<b>July 1, 2022</b>	<b>March 1, 2023</b>	<b>July 1, 2024</b>
West Dock Agent (Cargo)	\$18.00	\$19.00	CSPP Minimum Wage plus \$1.00
Export Agent (Cargo)	\$18.00	\$19.00	CSPP Minimum Wage plus \$1.00
Door Guard, Document Runner, Trace Agent, Truck Agent, PPS Runner, PPS Booth Guard (Less than 12 months)	\$17.00	\$18.00	CSPP Minimum Wage
Door Guard, Document Runner, Trace Agent, Truck Agent, PPS Runner, PPS Booth Guard (12 months and on)	\$17.50	\$18.50	CSPP Minimum Wage plus \$.50
Cargo Security Screener, Import, Front Counter, ACE (AMS), PPS Agent (Less than 12 months)	\$17.00	\$18.00	CSPP Minimum Wage
Cargo Security Screener, Import, Front Counter, ACE (AMS), PPS Agent (12 months and on)	\$18.00	\$19.00	CSPP Minimum Wage plus \$1.00
Lavatory Driver (T2)	\$19.50	\$20.50	CSPP Minimum Wage plus \$2.50
Dispatcher (Cabin/PSA)	\$19.50	\$20.50	CSPP Minimum Wage plus \$2.50
Access and Ramp Security Agents (T2, T3 and T5)	\$19.00	\$20.00	CSPP Minimum Wage plus \$2.00
Bag Room Security Agents (T5)	\$19.00	\$20.00	CSPP Minimum Wage plus \$2.00
International Cabin Driver Lead	\$19.50	\$20.50	CSPP Minimum Wage plus \$2.50
International Cabin Lead	\$19.00	\$20.00	CSPP Minimum Wage plus \$2.00

Cabin Service Driver	\$19.50	\$20.50	CSPP Minimum Wage plus \$2.50
Security Search Specialist (Cabin)	\$19.50	\$20.50	CSPP Minimum Wage plus \$2.50
Supply Control (Cabin)	\$18.00	\$19.00	CSPP Minimum Wage plus \$1.00
Regulated Garbage Specialist (Cabin)	\$19.50	\$20.50	CSPP Minimum Wage plus \$2.50
Baggage Service Agents (BSO)	\$18.00	\$19.00	CSPP Minimum Wage plus \$1.00
PSR Room Agent (T3)	\$18.00	\$19.00	CSPP Minimum Wage plus \$1.00
SSO/EQ Room	\$19.00	\$20.00	CSPP Minimum Wage plus \$2.00
Immigration	\$18.00	\$19.00	CSPP Minimum Wage plus \$1.00
Wheelchair Repair	\$19.00	\$20.00	CSPP Minimum Wage plus \$2.00
Scheduled UM Runner (seasonal positions)	\$18.00	\$19.00	CSPP Minimum Wage plus \$1.00
Wheelchair Coordinator	\$18.25	\$19.25	CSPP Minimum Wage plus \$1.25

- 18.7 Employees working on 3rd shift (defined as any shift start between 9 pm and midnight) shall be paid a shift differential of \$.50 per hour.
- 18.8 No wages shall be reduced as a result of this Agreement. There shall be no restriction on the ability of PSAs to receive tips unless prohibited by the City of Chicago airport ordinance or contractually prohibited by the airlines. If contractually prohibited by an Airline, a copy of the pertinent language from the contract may be requested by the Union.
- 18.9 Employees designated as Leads shall be paid the following differentials above their regular pay rate:
- Leads working on the Catco contract shall receive a \$1.50 differential.
- All existing domestic cabin services leads employed in that lead role on July 1, 2022 shall receive a \$1.50 differential.
- All other leads shall receive a differential \$1.30 per hour.
- 18.10 All wage ranges, benefits, and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Employer's right to increase wage rates, ranges, benefits, premiums, differentials,

or to pay other extra compensation at the Employer's discretion in excess of that provided in this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated in this Agreement. Before taking any such action, the Employer shall notify the Union.

- 18.11 Employees may decline to train other employees unless emergency operational needs dictate otherwise. This section does not negate any training pay that is customarily paid by the Employer.
- 18.12 Wage Reopener. The Parties agree that in the event the City of Chicago amends the CSPP to require Prospect or CSP Licensees to provide wage increases to address wage compression issues the Parties shall promptly reopen the Agreement for the purpose of bargaining solely over such issues.

### **Article 19. Management's Rights**

- 19.1 Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of the management (but not intended as a wholly inclusive list of them) are: the right to plan, direct, and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations, and/or services utilized and/or provided, or to discontinue their performance by the employees; to transfer or relocate any/all of the business operation to any location; to subcontract but only consistent with express client mandates and needs and not for the purpose of evading the obligations of this Agreement; to discontinue operations by sale or otherwise, in whole or in part at any time; to establish, increase, or decrease the number of work shifts, and to determine the shift starting and ending times, as well as determine the employees' work duties; to require performance of duties other than those normally assigned; to select supervisory employees; to train employees; to discontinue, reorganize, or combine any part of the organization; to promote and demote employees, consistent with the operational needs of the business; to discipline, suspend, and discharge for just cause; to relieve employees from duty for lack of work or any other legitimate reason; or to cease acting as a contractor at any location or cease performing certain functions at any location, even though employees at that location may be terminated or relieved from duty, as a result. Where the Employer is permitted to subcontract based on client mandates and needs, as set forth above, the subcontractor will be required to provide its covered employees with the same economic terms as those required by this Agreement. In no case will this Article be used for the purpose of unlawfully discriminating against any employees. Any of the rights, powers, or authorities the Employer had when there was no Agreement are retained by the Employer and may be exercised without prior notice to, or consultation with, the Union, except those specifically abridged or modified by this Agreement, as well as any supplementary, subsequent Agreement which may be made and executed by the Parties.

## **Article 20. Health and Safety**

- 20.1 The Employer shall provide and maintain a safe and healthy workplace for all employees, and the Employer shall comply with all federal, state, and local laws and regulations relating to health and safety.
- 20.2 The Labor Management Committee as described in Article 25 shall periodically review safety procedures to improve workplace health and safety.
- 20.3 With the understanding that the airlines control conditions in the aircraft and other work locations, the Employer shall take reasonable measures to assure that the planes and other indoors work areas are lit, heated, and/or cooled when employees are working there.
- 20.4 If the employee believes that there is a real and imminent danger of death or serious injury, the employee shall not be disciplined for asking the Employer to correct the hazard or, if the Employer refuses to correct the hazard, for asking the Employer for an alternative assignment.
- 20.5 The Employer will follow OSHA's and the CDC's guidance on COVID-19 or any other WHO certified pandemic disease, including any obligation to provide workplace exposure notices.

## **Article 21. Uniforms and Personal Appearance**

- 21.1 The Employer will furnish at no cost to the Employees a sufficient number of company logoed uniform components to be worn during work hours to those employees required to wear logoed uniforms. The Employer will replace soiled and worn logoed uniform components as needed, as reasonably determined by the Employer. Furthermore, the Employer will furnish winter coats/jackets and rain/snow gear to all employees who are required to work in exposed areas during inclement weather. With Employer approval, which many not be unreasonably denied, employees may wear their own black V-neck sweater with a white button-down shirt and tie under the Employer-provided vest. For employees whose assignments require their use, the Employer will furnish safety vests. Employer will provide Skycaps with at least one (1) cap.
- 21.2 Employees shall not be required to use personal cell phones for work assignments and communications.
- 21.3 Upon termination of employment with the Employer, Employees must return all uniforms in their possession.
- 21.4 Employees, when required by Employer, shall wear basic all black shoes while on duty which shall be kept in reasonable shape.

## **Article 22. Materials and Equipment**

- 22.1 The Employer agrees to provide and to maintain properly equipment and materials adequate to perform any and all work assignments, as required by law. Employees shall not be responsible for damage or loss of equipment issued by the Employer, including but not limited to metal detector wands, vacuums, and tablets, unless the employee was grossly negligent in the use of the equipment.
- 22.2 The Employer will provide all necessary supplies and personal protective equipment, as required by the Occupational Safety and Health Administration, free of charge. The Employer shall furnish and maintain all such items and replace such items as needed to keep up with regular wear and tear.
- 22.3 In order to improve service to passengers requiring wheelchairs, as well as protect employee health and safety, the Employer shall take reasonable measures to ensure that wheelchairs are maintained in proper repair, with working brakes, hand grips, foot rests, tires, and without tears or other damage to seats or backrests. Employees shall notify the Employer of any wheelchair requiring repair or replacement.
- 22.4 No more than one passenger shall be assigned to each wheelchair attendant, and workers pushing wheelchairs shall not be forced to handle luggage equipment such as carts at the same time as wheelchairs are being pushed. If an employee volunteers, then he or she may be assigned more than one wheelchair.

## **Article 23. Break Rooms**

- 23.1 The Employer shall request an adequate break room in each terminal and/or area where employees work if the Employer can acquire the space from the client or the airport at no cost. With the understanding that the employer does not control the work premises, the Employer shall take reasonable measures to provide adequate break rooms.
- 23.2 If an employee break room is not available, employees shall not be disciplined for taking their breaks or eating in any public non-gate area or common area of the terminal and/or area where they work, unless restricted by the Employer's client or airport regulations.
- 23.3 The Employer shall provide reasonable lockable storage facilities for each employee for them to stow their personal items during shift, to the extent that the Employer has available space. The Employer agrees to meet with the Union to discuss Break Room issues when requested by the Union, up to three (3) times a year.

#### **Article 24. Training**

- 24.1 The Union and the Employer acknowledge that passenger safety and security are of paramount concern, and that employees possess vital information and experience for improving safety and security.
- 24.2 The Labor Management Committee shall seek to improve the quality of training provided to employees and explore ways to improve service to passengers.
- 24.3 The Employer agrees to provide health, safety, and injury prevention training to employees, as required by law.
- 24.4 Where practical, in the event an Employee is required by the employer to perform the job functions of another job classification within this bargaining unit, the Employer will train the employee in the requirements of that job function before the employee is required to perform the function.

#### **Article 25. Labor-Management Committee**

- 25.1 The parties shall create a labor-management committee consisting of up to six (6) Union representatives, selected by the Union, and up to six (6) management representatives, selected by the Employer. It shall seek to resolve workplace problems and improve passenger service and employee health and safety. The Labor-Management Committee shall meet at least quarterly.

#### **Article 26. Most Favored Nations**

- 26.1 In the event the Union enters into a collective bargaining agreement with a competitor of the Employer at ORD or MDW, the terms or conditions of which are more favorable to the competitor than the terms contained in this Agreement, the Employer shall have the option of accepting the package of terms and conditions of that collective bargaining agreement in place of those in this Agreement.

#### **Article 27. Drug and Alcohol Policy**

- 27.1 Employees may not be under the influence of alcohol, illegal drugs, or legal drugs used in an unauthorized manner while at work. "Under the influence" means that the employee is impaired by a drug and/or alcohol. Employees at work or on the Employer's or client's premises, or while performing business for the Employer, may not engage in the unauthorized use, purchase, possession, sale, transfer, manufacture, distribution, transportation, or dispensation of alcohol, any illegal drugs or other controlled substances nor may they engage in the purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with the law.



- 27.2 The Employer may require a drug or alcohol test when: 1) required or permitted by law or regulation; 2) required by a written customer policy applicable to contractor employees; 3) when there is reasonable suspicion that an employee is under the influence of alcohol or drugs; or 4) where there is a reasonable possibility that an employee's drug or alcohol use was a contributing factor to a workplace injury or accident.
- 27.3 Reasonable suspicion must be based on specific personal firsthand observations that Employer representatives can describe regarding the appearance, behavior, speech, or odor of the employee.
- 27.4 The Employer shall pay the employee for any time lost from work due to a required drug or alcohol test if the result of the test is negative.
- 27.5 All collection and testing procedures shall comply with the standards established by the Department of Health and Human Services to assure employee privacy and dignity and accuracy of test results.
- 27.6 Violations of this article will subject the employee to immediate termination of employment. An employee's refusal to submit to a required test will result in the employee's employment being immediately terminated.
- 27.7 The requirement to submit to drug or alcohol testing under this Article shall not delay the delivery of necessary medical attention needed by the individual to be tested.

#### **Article 28. Term of the Agreement**

- 28.1 If the City of Chicago or its Division of Aviation or other governmental entity mandates benefits and/or paid time off changes, the parties will meet to negotiate the implementation of the mandate.
- 28.2 This Agreement shall become effective on the date of signing and shall continue in full force until June 15, 2025, and shall renew itself without change until each succeeding year thereafter unless written notice of an intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party, hereto sixty (60) days prior to said amendable date. This Agreement may be signed in counterparts.

**For Prospect Airport Services, Inc.:**

**For SEIU Local 1:**

*Genie Kastrop*

Date:

Date:

8/23/22

**For Prospect Airport Services, Inc.:**

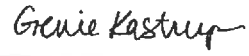


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Date:

8/29/22

**For SEIU Local 1:**



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Date:

8/23/22

**Attachment A**  
**Employee Free Choice Procedure**

This Employee Free Choice Procedure Agreement (“EFCP”) is incorporated into the collective bargaining agreement (“CBA”) between Prospect Airport Services, Inc. (“Employer”) and Service Employees International Union, Local 1 (“Union”), for the purpose of ensuring an orderly environment for the Employer’s employees to exercise representation rights granted them under federal law. The EFCP shall apply to the O’Hare International Airport and Midway International Airport (the “Airports”).

1. The Employer shall take a neutral approach with respect to the unionization of its employees. The Employer and its representatives (including supervisors, managers and consultants) shall not take any action nor make any statement that directly or indirectly states or implies any opposition by the Employer to the selection by its employees of a collective bargaining representative. The Employer shall not disparage the motive or mission of the Union or the Union itself, including its representatives and agents. The Union shall not disparage the motive or mission of the Employer or the Employer itself, including its representatives and agents.

2. The Employer shall not discriminate, discharge, lay-off, or discipline any employee for the reason that he or she has joined the Union, signed an authorization card, or engaged in any type of protected union activity. The Union and its representatives shall not intimidate, coerce, or threaten any of the Employer’s employees concerning their support for, or opposition to, the Union’s organizing efforts, or for the purpose of obtaining authorization cards. Violations of this paragraph may be brought to arbitration pursuant to paragraph 8.

3. The Union’s campaign will be positive and fact-based and will focus on wages and working conditions at the Airports and how employees can address workplace issues through collective bargaining, union representation, and political advocacy.

4. The Employer shall not interfere with the Union’s lawful efforts to solicit authorization cards from employees. The Union shall not interfere with the performance by employees of their work.

5. The EFCP shall apply to all employees as set forth in Article 1 of the CBA.

6. Upon request and a showing that the Union represents a majority of the affected employees, the Employer shall recognize the Union as the exclusive bargaining representative of the employees and they shall be covered by the CBA. Proof of majority status shall be based on signed authorization cards or petitions. Any authorization cards collected prior to or after the execution date of this Agreement shall be considered to be valid evidence of union support so long as they were signed within one (1) year of being presented to verify majority support, provided that the employee who signed such card is active at the time of the card verification, and provided that the employee has not in the meantime withdrawn his or her support in writing. Upon request of either party, a

mutually agreeable third party shall conduct a review of the names on the cards or petitions, comparing the names to a current list of employees and verifying that signatures are authentic. The Employer agrees that the foregoing process shall be the sole and exclusive process for determining the Union's majority status. Accordingly, the Employer and the Union waive their respective rights to file petitions before the National Mediation Board in order to determine majority status for collective bargaining purposes. Notwithstanding the foregoing, in the event that another union seeks to be certified as the bargaining representative of any of the covered employees by filing a petition with the National Labor Relations Board or the National Mediation Board, the Union may intervene or otherwise participate in that proceeding. The Employer shall not extend voluntary recognition to any other labor organization at the Airports.

7. The Employer shall provide employee information to the Union pursuant to the requirements of the CBA.

8. The parties agree that any disputes over the interpretation or application of this Agreement shall be resolved pursuant to arbitration procedure of the CBA.

9. Neither party may provide notice to the National Labor Relations Board or the National Mediation Board, that the Employer has voluntarily recognized the Union pursuant to this Procedure, absent the written consent of the other party, or as may be required by applicable law.

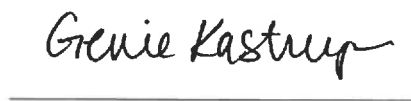
Agreed to for:

**Prospect Airport Services, Inc.:**



8/29/22  
Date

**SEIU Local 1:**



8/22/22  
Date

## Attachment B

### ATTENDANCE POLICY

An employee must provide notification as far in advance as possible, but not later than two (2) hours before his/her scheduled starting time if he/she expects to be late or absent so that arrangements can be made to cover the employee's job responsibilities. This policy applies for each day of his/her absence unless other arrangements have been approved by management. If unable to provide notice in person, the employee must call in to the appropriate operation administrative phone line below to make proper notification.

If an employee is unable to speak to management directly at the time he/she calls to provide notice, he/she must leave a voice mail message explaining the reason for his/her absence or tardiness along with his/her contact information, so that management may follow up with him/her, if needed. A text or email message or asking a co-worker to relay a message to management on his/her behalf is not considered proper notice.

IT IS THE EMPLOYEE'S RESPONSIBILITY TO VERIFY THE ACCURACY OF HIS/HER TIME RECORDS. If his/her time record does not properly reflect his/her attendance, he/she must bring it to management's attention immediately.

a. **Excused Absences:** An absence is excused if it meets at least one of the following criteria:

- Approved unpaid personal time off (APO) under Section 10.8 (Note: an APO request must be made with the administration no less than 14 days prior to the requested day off, but no more than 60 days prior. Emergency requests presented less than 14 days prior to the desired day off will be considered on a case by case basis).
- Approved personal leave of absence under Article 10 of the CBA.
- An absence covered by the Paid Time Off (PTO) Policy. (NOTE: A PTO request must be made to management at least 14 days prior to the use of paid leave if the absence is foreseeable and at least 2 hours prior to shift start or as soon as practicable before the end of the scheduled shift on the day the employee realizes a need to use PTO for an unforeseeable absence. PTO can only be used in a minimum increment of at least four (4) hours);
- For employees without accrued PTO, a doctor's note or Emergency Room report presented to Management for day(s) in question (Note: the doctor's note or emergency room report must be provided to Management with twenty-four (24) hours of the employee's return to work);
- Approved bereavement leave under Section 10.9;
- Jury duty or a required court appearance (as established by a copy of the summons the employee received or another verifiable notice of required attendance from the court or other governmental authority);
- A military or National Guard obligation (as established by a copy of the military orders the employee received requiring him/her to report for duty or another verifiable notice from the military or National Guard of the obligation);

- Approved leave established under the Family and Medical Leave Act (FMLA);
- Approved leave established under Illinois state law; OR
- A disciplinary suspension.

b. **Unexcused Absences:** Any absence that is not excused as outlined above is considered unexcused under this policy.

c. **No Call, No Show:** A No Call, No Show is a particular kind of unexcused absence that severely hampers the Employer's operations. A No Call, No Show is defined as:

- An absence that is not called into the supervisor through the operational administrative phone line by the end of the employee's scheduled shift.

An employee who fails to call in or show up for three (3) days or more (3 or more No Call, No Shows in a row) is considered to have abandoned and voluntarily resigned from his/her position and his/her airport badge and parking pass (if applicable) will be deactivated.

### **TARDINESS:**

a. **Tardiness Defined:** Employees may punch in for a shift no earlier than 7 minutes before their scheduled time and are expected to work the moment their shift begins through the final minute of the shift. An employee is tardy for purposes of this policy if he or she punches in for a shift three (3) minutes or more past the scheduled shift start time. It is the employee's responsibility to call in and advise management if he or she are going to be more than fifteen (15) minutes late.

b. **Excused Tardy:** An employee's tardiness may be considered to be excused if:

- It is due to jury duty or a required court appearance (as established by a copy of the summons the employee received or another verifiable notice of required attendance from the court or other governmental authority);
- It is due to attendance at a meeting with the Employer's management that causes the employee to be late for a scheduled shift. The employee must, if requested, advise the shift supervisor of which manager can verify meeting attendance;
- It is due to intermittent leave established under the Family and Medical Leave Act (FMLA);
- It is due to an authorized purpose under the PTO Policy. The employee must have accrued PTO at the time of the request and notify management that PTO is requested to be used for the tardy. (NOTE: PTO can only be used in a minimum increment of at least four (4) hours); OR
- In the event of unusual circumstances, such as a weather-related or other state of emergency, a verifiable traffic accident involving the employee, or an unplanned CTA Blue Line or Orange Line delay within one hour of the employee's scheduled start time. Only the following will be accepted to verify an unplanned CTA Blue Line or Orange Line delay: a notice contemporaneously posted on the

CTA 'L' (Train) System Alerts website or notification from the official CTA Train Tracker website on day of tardiness that specifies the reasons for the unplanned delay; or an email to the Employer from the City of Chicago/CTA on day of the tardiness specifying the reasons for the delay on the day in question.

c. **Unexcused Tardy:** Any tardiness that is not excused as outlined above is considered unexcused under this policy. Generally, tardiness caused by normal transportation delays, childcare issues, and weather conditions will be considered unexcused. It is the employee's responsibility to ensure that the employee:

- knows exactly when his/her shift is scheduled to begin;
- is in his/her work area at his/her start time and ready to participate in the shift briefing;
- has reliable personal transportation;
- is familiar with transit schedules, if he or she take public transportation into work;  
AND
- considers weather conditions, traffic delays, and any other distractions that might negatively affect his/her ability to get to work on time.

d. **No Punch In/No Punch Out (NPI/NPO):** An employee's failure to punch in or punch out for a shift will be treated as an unexcused tardy unless the General Manager, in his/her discretion, excuses the NPI or NPO. While a supervisor's signature on a time record may be necessary for verification purposes in order for an employee to get paid for time worked, it is not enough to excuse an NPI or NPO. In order for an NPI or NPO to be excused in accord with this policy, the appropriate manager must also sign off on the employee's time record.

#### **LEAVING EARLY:**

a. **Excused Leave Early:** An employee may be excused to leave early when:

- the employee has submitted the appropriate PTO request form and has received prior approval from the designated management staff;
- the employee has a scheduled appointment with an Employer-approved medical provider for follow up or therapy resulting from an injury that occurred while on the job;
- the employee requires intermittent leave established under the Family and Medical Leave Act (FMLA);
- The employee has appropriately requested PTO for one of the authorized purposes under the PTO Policy and has accrued PTO at the time of the request (NOTE: PTO can only be used in a minimum increment of at least four (4) hours); OR
- The General Manager (or designee), in his/her discretion, determines that unusual circumstances (for instance, a verifiable family emergency or medical emergency) warrant approving the employee to leave early.



b. **Unexcused Leave Early:** An early leave that is not excused as outlined above is considered to be unexcused under this policy. For any early leave event to be excused, the employee must receive management authorization prior to leaving the workplace. An employee who leaves early without receiving prior authorization, without satisfying at least one of the above requirements, or without notifying management shall be considered as having abandoned and voluntarily resigned from his/her position. The employee's employment will be immediately terminated and his/her airport badge and parking pass (if applicable) will be immediately deactivated.

**SCHEDULE OF PROGRESSIVE DISCIPLINE FOR ATTENDANCE AND TARDINESS PROBLEMS:**

Accruing excessive occurrence points can lead to discipline as follows:

3 Occurrence points	1st Step Advisory
6 Occurrence points	2nd Step Advisory
9 Occurrence points	Final Advisory
12 Occurrence points	Termination of Employment

\*\* NOTE: Occurrence points carry over from year to year.

Repeated occurrences of attendance problems or tardiness will be disciplined in accord with this policy. Attendance and tardiness occurrences are valued in the following way:

<b>Infraction</b>	<b>Occurrence Point Value</b>
Unexcused Tardy (for any reason including: running late, leaving early, or no punch in/no punch out)	One-half (½) point
Unexcused Absence (for any reason)	One (1) point for each day absent NOTE: In the event of consecutive call offs the occurrence points will be adjusted to one (1) point.
Unexcused Partial-Day Absence (any portion of a day which is unexcused)	One-half (½) point
Unexcused Early Leave	One (1) point
No Call/No Show	Two (2) points
Unexcused Absence on a Holiday (for any reason)	Two (2) points

Employees who have been employed for less than 90 days with the Employer will also have occurrence points accrue. However, if during the initial 90-day probationary period, a probationary employee accrues six (6) or more occurrence points due to unexcused absences or tardiness OR if a new employee incurs one (1) No Call/No Show, the probationary employee's employment will be immediately terminated.

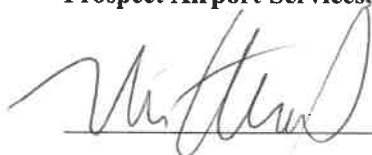
**REDUCING OCCURRENCE POINTS**

Employees have the potential to 'earn back' occurrence points. Management evaluates attendance records every 30 days (at the end of each month). Employees will earn back occurrence points for perfect attendance as follows:

No occurrence during any 30 day rolling period	One (1) occurrence point deducted from employee's total
Receipt of complimentary letter from customer or airline. (Management shall notify employees of all complimentary letters received.)	One (1) occurrence point deducted from employee's total.
Zero (0) occurrence points at the close of 180 days	One (1) paid compensation day (actual day subject to management approval and requested at least 14 days in advance based on staffing levels)
<u>Working 8 days of mandatory overtime in a pay period without any call offs.</u>	<u>One (1) occurrence point deducted from employee's total. The employee must submit a written request for the point reduction by the end of the month specifying the dates on which the mandatory overtime was worked.</u>

Agreed to for:

**Prospect Airport Services, Inc.:**

  
\_\_\_\_\_

8/29/22  
\_\_\_\_\_  
Date

**SEIU Local 1:**

  
\_\_\_\_\_

8/22/2022  
\_\_\_\_\_  
Date

**Letter of Understanding**

Prospect Airport Service, Inc. (the "Employer") and Service Employee International Union Local 1 (the "Union") hereby enter into this Letter of Understanding ("LOU") to memorialize their agreement related to parking and CTA transit passes:


The Employer agrees to request from its customers reimbursement for employee parking when it renegotiates its successor contracts with its customers. The Employer will notify the Union in writing to advise whether the request(s) is accepted or reject by the customer. In the event the Employer's request is rejected, the Employer will provide the Union written documentation of such of the customer's decision. The Employer, however, shall not be required to disclose any financial or other terms of the contracts with its customers.

The Parties agree to reopen negotiations in the event the City of Chicago enacts legislation requiring Prospect or CSP Licensees to reimburse bargaining unit employees for monthly public transit passes or monthly parking at the Airport. Such negotiations shall be limited solely to the implementation of the City's legislation.

**AGREED:**

**By: SEIU Local 1**

**By: Prospect Airport Services, Inc.**

  
\_\_\_\_\_  
*Signature*                      8/22/2022  
*Date*

  
\_\_\_\_\_  
*Signature*                      8/29/22  
*Date*

**Letter of Understanding**



Prospect Airport Service, Inc. (the "Employer") and Service Employee International Union Local 1 (the "Union") hereby enter into this Letter of Understanding ("LOU") to memorialize their agreement to conduct a meeting to discuss PSAs and winter condition clothing:

Within sixty (60) days of execution of the successor Collective Bargaining Agreement, the Employer and the Union will meet to discuss to discuss PSAs and winter condition clothing. Each party shall be allowed up to five (5) attendees for the meeting. The meeting shall last no longer than two (2) hours unless the Parties mutually agree otherwise.

**AGREED:**

**By: SEIU Local 1**

**By: Prospect Airport Services, Inc.**

	
8/22/2022	8/29/22
<i>Signature</i>	<i>Signature</i>
<i>Date</i>	<i>Date</i>

## **Letter of Understanding**

Prospect Airport Service, Inc. (the “Employer”) and Service Employee International Union Local 1 (the “Union”) hereby enter into this Letter of Understanding (“LOU”) to memorialize their agreement concerning the applicability and interpretation of the amendments to Article 18 of the Collective Bargaining Agreement:

### **Minimum Wage (Articles 18.1 through 18.4)**

Except as specifically stated in Articles 18.5 and 18.6, the parties have agreed that the base minimum wage for all employees shall be the minimum wage rate set pursuant to the Certified Service Provider Program (CSPP) established by the City of Chicago Department of Aviation for the classifications set forth in the CSPP Section 2.1.

### **Cabin Services and Baggage Handlers (Article 18.5)**

Article 18.5 applies only to cabin services employees and baggage handlers that were making more than \$15.00 an hour on June 30, 2022. No other employees are entitled to the compensation set forth in Article 18.5. The following are examples on how such employees’ wages will be determined:

A cabin services employee or baggage handler making \$15.15 an hour on June 30, 2022, will be paid \$17.25 an hour from July 1, 2022 to February 28, 2023, and then \$18.25 an hour from March 1, 2023 to June 30, 2024. Beginning on July 1, 2024, the employee will be paid the CSPP minimum wage plus \$.25 an hour. For example, if the CSPP minimum wage increases to \$18.30 an hour on July 1, 2024, then the employee will be paid \$18.55 an hour beginning on July 1, 2024. Similarly, if the CSPP minimum wage remains at \$18.00 an hour on July 1, 2024, then the employee’s rate would remain at \$18.25 an hour.

A cabin services employee or baggage handler making \$15.00 an hour on June 30, 2022 will not be entitled to the compensation outlined in Article 18.5. The employee will be paid the CSPP minimum wage of \$17.00 an hour from July 1, 2022 to February 28, 2023, and then the CSPP minimum wage of \$18.00 an hour from March 1, 2023 to June 30, 2024. Beginning on July 1, 2024, the employee will be paid the CSPP minimum wage as announced by the City of Chicago.

### **Other Identified Job Classifications (Article 18.6)**

Article 18.6 applies only to specific job classification set forth therein. No other classifications are entitled to the compensation set forth in Article 18.6. The following are examples on how such employees’ wages will be determined:

A west dock agent (cargo) making \$17.25 an hour on June 30, 2022, will be paid \$18.00 an hour from July 1, 2022 to February 28, 2023, and then \$19.00 an hour from March 1, 2023 to June 30, 2024. Beginning on July 1, 2024, the employee will be paid the CSPP

minimum wage plus \$1.00 an hour. For example, if the CSPP minimum wage increases to \$18.30 an hour on July 1, 2024, then the employee will be paid \$19.30 an hour beginning on July 1, 2024. Similarly, if the CSPP minimum wage remains at \$18.00 an hour on July 1, 2024, then the employee's rate would remain at \$19.00 an hour.

An export agent (cargo) making \$18.25 an hour on June 30, 2022, will be paid \$18.25 an hour from July 1, 2022 to February 28, 2023 pursuant to Article 18.8's requirement that "no wages shall be reduced as a result of this Agreement." Then, from March 1, 2023 to June 30, 2024 the employee will be paid \$19.00 an hour. Beginning on July 1, 2024, the employee will be paid the CSPP minimum wage plus \$1.00 an hour. For example, if the CSPP minimum wage increases to \$18.50 an hour on July 1, 2024, then the employee will be paid \$19.50 an hour beginning on July 1, 2024. Similarly, if the CSPP minimum wage remains at \$18.00 an hour on July 1, 2024, then the employee's rate would remain at \$19.00 an hour.

A Lavatory Driver (T2) making \$18.00 an hour on June 30, 2022, will be paid \$19.50 an hour from July 1, 2022 to February 28, 2023, and then \$20.50 an hour from March 1, 2023 to June 30, 2024. Beginning on July 1, 2024, the employee will be paid the CSPP minimum wage plus \$2.50 an hour. For example, if the CSPP minimum wage increases to \$18.50 an hour on July 1, 2024, then the employee will be paid \$21.00 an hour beginning on July 1, 2024. Similarly, if the CSPP minimum wage remains at \$18.00 an hour on July 1, 2024, then the employee's rate would remain at \$20.50 an hour.

Employees with less than twelve (12) months of continuous employment with Prospect in the following job classifications will be paid the CSPP minimum wage: Door Guard, Document Runner, Trace Agent, Truck Agent, PPS Runner, PPS Booth Guard, Cargo Security Screener, Import, Front Counter, ACE (AMS), and PPS Agent. Employees in these job classifications will be paid the increased wages as set forth in Article 18.6 only after completing twelve (12) months of continuous employment with Prospect.

The reference to "Scheduled UM Runner (Seasonal Positions)" only applies to employees that are scheduled as UM Runners during peak seasons. These wage rates do not apply to employees that are occasionally assigned UM work on an as-needed basis or during non-seasonal times. The employee must be scheduled as a UM Runner during peak seasons to be entitled to the wages outlined in Article 18.6.

### **Third Shift Differential (Article 18.7)**

The third shift differential shall be \$.50 an hour. Third shift is defined as any shift that is scheduled to start between 9:00 pm and midnight. Employees scheduled to start work before 9:00 pm or after midnight shall not be entitled to the third shift differential.

### **Lead Differentials (Article 18.9)**

The lead differential for employees working on the Catco contract is \$1.50 an hour. This applies to employees only when working on the Catco contract. For example, a PSA lead

working on the Catco contract will receive the \$1.50 differential; however, if that same PSA lead transfers or is assigned to work on a different contract or terminal, then that employee would only receive the \$1.30 lead differential.

Cabin services leads that were employed in that role on July 1, 2022 will receive a \$1.50 differential. Employees that are promoted to or work as a lead after July 1, 2022 are not entitled to the higher differential.

All other leads will receive a \$1.30 an hour differential in addition to their base hourly rate when working as a lead.

**Training Pay (Article 18.11)**

The Parties agree that the Employer has typically not paid employees additional compensation to train other employees. The only exception is some PSA employees working on the Catco contract in T5. The Employer agrees to continue the training pay for such employees that have previously received training in the event they are used to train other employees. The Parties agree that no other employees shall be entitled to training pay.

**Applicability of New Wage Rates**

The Parties agree that the wage increases shall be applied retroactively to July 1, 2022. The Employer will pay any increases due to employees within fifteen (15) days of the full execution of the successor Collective Bargaining Agreement; however, the Parties agree that the Employer shall not be required to make retroactive payments to any employee that is not currently employed by the Employer on the date that the successor Collective Bargaining Agreement is fully executed.

**AGREED:**

**By: SEIU Local 1**

**By: Prospect Airport Services, Inc.**

Genie Kastrop  
*Signature*

8/22/2022  
*Date*

[Signature]  
*Signature*

8/22/2022  
*Date*