

**Collective Bargaining  
Agreement**

**Between**

**SEIU Local 1**

**And**

**Scrub, LLC.**

**Covering O'Hare and Midway Airports**

**July 1, 2022 to June 30, 2025**

## **Article 1. Recognition**

- 1.1 Scrub, 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 (excluding Planners and Administrative Employees) assigned to work at the Airports. 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, email, phone number, job classification, work site, employee identification number, shift, Seniority Date, present wage rate of each employee assigned to each account/Site and part-time or full-time status designation as defined in Article 15 (“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 secure and non-secure areas including breakrooms/ areas, to enforce this Agreement, provided that the Union representative gives reasonable but not less than ten (10) days advance notice to the Employer. The Employer shall make every effort to escort Union Representatives into secure areas, including access to all breakrooms. Union shall not delay or otherwise impede Employees from work when visiting the break room. 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 Stewards designated by the Union. The Employer shall recognize up to fifteen (15) 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 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.
- 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 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.
- 2.8 Union Stewards shall be given two (2) unpaid days off in each contract year for training, provided that no two stewards from the same classification at the same terminal on the same shift are off for such training on the same days. The Union shall notify the employer at least fourteen (14) calendar days prior to the training.

### **Article 3. Union Security and 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 initiation fee 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 the Arbitrator. 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, initiation fees, 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.

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 check-off authorization form. When the Employer holds orientation or training for newly hired employees, the Employer will give the Union notice reasonably in advance (no less than twenty-four (24) hours) of each such orientation and will grant a Union representative fifteen (15) minutes to address the employees in attendance on paid time and will afford the Union representative the opportunity to collect Union authorization cards at that time. Union shall not disparage Employers and/or Employees (whether bargaining members or management) during orientation.

- 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 twentieth (20<sup>th</sup>) 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 check-off 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 deductions in writing to the Union. The payment shall be accompanied with information for whom the dues are transmitted, the last four digits of the employee's social security number, and the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's site or site change, whether the employee is part-time or full-time, the employee's address and the employee's classification. 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 not have to serve a new probationary period upon such transition. The Employer shall conduct its own investigation of the circumstances surrounding the alleged misconduct before imposing any discipline but may suspend an employee during investigation in certain grievous offenses. The employer will use all reasonable efforts to complete the investigation within fourteen (14) days of the date on which it became aware of the alleged incident leading to the suspension, however the Employer shall have twenty-one (21) days for cases involving any kind of harassment, discrimination and/or allegations of gross misconduct. If the employer requires additional time to complete the investigation due to circumstances outside the Employer's control, this time provision shall be extended to accommodate the additional time needed to complete the investigation. If no discipline is issued after the investigation is complete, the employee shall be made whole.
- 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 Stewards shall have the opportunity to be present for all disciplinary meetings, and all investigative meetings involving employees.

- 4.4 Disciplinary actions, 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 (shift and days off may change) at another account covered by this Agreement.
- 4.6 Any temporary employee or employee who has not completed his/her trial ninety (90) day 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 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.
- 4.8. Employees shall be given a six (6) minute grace period for punching in for a shift.
- 4.9 The Employer agrees that Cabin cleaners missing security sweeps in a rolling eighteen (18) month period shall result in 1<sup>st</sup> offense - one (1) day, 2<sup>nd</sup> offense - (three) day suspension, 3<sup>rd</sup> offense - termination. If an employee misses any sweeps in a rolling calendar year, then the employee shall be retrained in the field for security sweeps.

## **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 direct monetary issues (such as, but not limited to, pay, paid leave, and dues deduction and remittal), 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.
- 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 Scrub 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 Section 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, Edwin Benn. 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, if held 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.
  - 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 all airport related properties or aircraft.



7.1.3 A “Classification” is the classification or department as defined by the Employer, which shall be as follows:

- Cabin Cleaning
- Janitorial
- Lavs
- Ramp
- Provisions

7.1.4 Employees may obtain positions by seniority only if they are capable of performing the work and meet all written pre-existing qualifications of the Employer and the customer.

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

7.1.6 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; 8) the employee is not recalled to work after nine (9) months on furlough.

7.1.7 An employee whose seniority is lost for any of the reasons outlined in Section 7.1.6 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 seniority shall not be subject to the grievance and arbitration procedure.

7.2 Seniority list:

7.2.1 The Employer shall post a seniority list at a conspicuous place on the Employer’s premises, in accordance with Section 2.6, with a copy furnished to the Union.

7.2.2 Any employee who questions his 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 Seniority Date, the issue may be resolved through the grievance and arbitration procedure

7.2.3 The seniority list shall be updated quarterly with a copy sent in electronic spreadsheet form to the Union.

### 7.3 Applications of Seniority:

7.3.1 Employees with two (2) year of seniority or more shall inform the employer in writing if they want to transfer into a different job within their classification as defined in Section 7.1.3. When there is a vacancy, the Employer shall fulfill such requests in the order of Employer Seniority and section 7.1.4. Employees who transfer may have different days off and may have their wage adjusted lower due to wage differentials.

7.3.2 Layoffs of affected employees due to a reduction in force or reduction in hours due to reduced work shall be in inverse order of Employer 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 Employer 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.

7.3.3 Classification Transfers: The Employer shall make available to the Union a list of all available open shifts within a Classification upon request and employees in the given job classification shall notify the Employer if they are interested in transferring into an open position within their classification. No transfers shall be granted from November 15<sup>th</sup> to March 15<sup>th</sup> of each year for Lavs or Ramp. There shall be a cap of ten (10%) percent of transfers for any one work-group within a classification on a rolling one (1) year basis equally spread out throughout the year.

7.3.4 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 month where employees may volunteer to be called in for additional hours on specific days when they are not scheduled to work. Overtime shall be awarded equitably among the volunteers.

### 7.4 CS Policy

Employees within the same classification shall be permitted to trade work days and shifts upon written approval from the Employer. Employees are responsible for the obligations incurred as a result of such agreed upon trades.

## **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 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**

- 10.1.1 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 seven (7) days, in a 21 month period. Employees who have been employed by the Employer for at least two (2) years may request one (1) personal leave of absence for reasons other than illness, injury or disability for no more than fourteen (14) days, in a 21 month period. Employees who have been employed by the Employer for at least five (5) years may request one (1) personal leave of absence for reasons other than illness, injury or disability for no more than sixty (60) days, in a 21 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.
- 10.1.2 To the extent an employee has accrued PTO available, 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 regardless of the Vacation Bid process toward the personal leave of absence period. Any remaining portion

of the personal leave of absence period thereafter shall be unpaid.

- 10.1.3 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).
- 10.1.4. 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.
- 10.1.5. 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.
- 10.2 The Employer shall provide up to four (4) employees annually with unpaid leaves of absence for union related activities of up to four (4) months each where operations permit, provided that such leave shall not be unreasonably denied. Upon such authorized leave, the Employee must surrender his/her airport ID badge allowing 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.
- 10.3 The Employer shall comply with all applicable federal, state, and local law concerning family, medical or sick leave.

## **Article 11. Vacation Leave**

- 11.1 Employees shall be provided paid vacation according to the following schedule:
  - 11.1.1 Employees with 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") granted to the employee after one (1) year anniversary on January 1st annually to be scheduled and taken as provided for in this Article, and then;

b. Two (2) Vacation Weeks per year beginning the calendar year immediately following an employee reaching the two (2) 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 per year beginning the calendar year immediately following an employee reaching the tenth (10) year anniversary of his/her SEIU Local 1 Seniority Date to be scheduled and taken as provided for in this Article;

d. Four (4) Vacation Weeks per year beginning the calendar year immediately following an employee reaching the fifteen (15) year anniversary of his/her SEIU Local 1 Seniority Date to be scheduled and taken as provided for in this Article;

e. Five (5) Vacation Weeks per year beginning the calendar year immediately following an employee reaching the twenty-five (25) year anniversary of his/her SEIU Local 1 Seniority Date to be scheduled and taken as provided for in this Article;

11.2 Vacation Bid. Beginning January 1, 2020, the Employer shall post a Vacation Bid opportunity between January 1 and January 30th annually. Employees may submit their Vacation Bids during the opportunity period for Vacation Weeks in the upcoming calendar year. Subject to the Employer's operational needs, the Employer will approve Vacation Bid requests by employee department, shift, work location and seniority. The Employer shall notify the employees about the result of the Vacation Bid by March 1<sup>st</sup> of each year. Requests for vacation outside this bid process shall be considered on a case-by-case basis, but vacation awarded through this bid process shall take precedence. Outside of the yearly bid process, the Employer shall have fourteen calendar (14) days from the receipt of a written vacation request made on a company provided form, signed by the employee and turned into the proper supervisor 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 14 calendar days, the request shall be approved by default. If an employee fails to bid a vacation, the Employer may assign a vacation period(s) to the employee. There shall be no blackout periods for vacation except there shall be a blackout period for Lavs and Ramps during December, January and February. One slot per shift per week shall be available for vacation for Lavs and Ramp in November and March, except that two slots per shift per week shall be available for vacation for Lavs and Ramp in the first and second week of November and one slot in the fourth week of March.

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 Local 1 seniority as outlined above to be eligible for two 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 two (2) work week vacation if they have the accrual. Employees shall be eligible to use one week of vacation per year to take as individual days or clusters less than a one week block.

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 day shall be equal to the number of paid hours in the employee's regular schedule.

- 11.5 In the event an employee is on approved leave under the Family Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA) and has exhausted all accrued paid time off (PTO) as provided for in Article 12, the employee shall be required to use available vacation toward such leave regardless of the Vacation Bid process. Any Vacation Weeks previously scheduled through the Vacation Bid process 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 Vacation Weeks not used within a calendar year shall be paid out to the Employee with the first regular payroll of the following calendar year.

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

- 12.1 The parties recognize that the City of Chicago's paid sick leave law (Municipal Code of Chicago Chapter 1-24) and any executive orders of the Mayor pertaining to paid sick leave are not applicable to employees covered by a bona fide collective bargaining agreement. This article is expressly intended to supersede any previous paid sick leave policy established by the Employer.
- 12.2 Accrued 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.
- 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 forty (40) hours of PTO hours in a Calendar Year.
- 12.5 Up to forty (40) hours of unused, accrued PTO will carryover from Calendar Year to Calendar Year. Employees shall not be paid out for all 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 full day 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. If an employee's PTO balance is less than the minimum increment, and s/he 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) must use all accrued, unused PTO toward such leave, but may use PTO for such purposes 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 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.

12.9.2 Employees may request that an unforeseeable absence (whether excused or unexcused) be paid through the application of accrued PTO. An unforeseeable absence for which PTO is applied will be an Excused Absence under the Attendance Article only if: 1) the unforeseeable absence is for the employee's full shift; 2) the employee notified the Employer of the absence at least two (2) hours prior to the shift; 3) the employee has accrued PTO available to cover the full shift; and 4) the employee provides a written PTO request to administration within (2) days of the employee's return to work.

12.9.3 Where an Employee has not requested the use of PTO in advance, s/he must submit a written PTO request to administration on the Employer provided form, within two (2) days of the employee's return to work. The absence will be paid as PTO only if the employee submits the written PTO request as required herein.

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 state 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. The Employer may, at its discretion, approve PTO to cover such an absence where the Employee notifies the Employer, as soon as practicable, of unusual circumstances that made it impossible for the Employee to call in (e.g. the employee was incapacitated), however discipline may still be assigned.

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

## **Article 13. Health Insurance**

13.1 As of January 1, 2020, the Employer shall provide an ACA compliant health insurance plan to all employees eligible. The maximum monthly cost for the employee shall be:

Effective January 1, 2020, the Employee monthly contribution for health insurance shall be:

\$115.00 per month for single coverage  
\$760.00 per month for Employee plus Spouse  
\$640.00 Employee plus Children  
\$1,000.00 per month for Family coverage

Essential Care coverage offered by the Employer shall be paid at employer provided rates for all employees.

## **Article 14. Holidays**

14.1 Employees shall be paid time and one-half his/her regular rate of pay for all hours worked on the following holidays in addition to a paid holiday:

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

To be eligible to receive holiday pay, the employee must have been employed by the Employer for at least ninety (90) calendar days prior to the holiday and worked all of his or her scheduled hours on the employee's last scheduled work day before and the employee's next scheduled workday following the holiday, provided that tardiness of up to one hour or leaving work early (with the approval of the Employer) on either of such days shall not disqualify the employee from receiving holiday pay. Employees on approved leaves of absence or layoff who are otherwise eligible to receive holiday pay shall, upon their return to work, receive holiday pay for holidays occurring within ninety (90) days following their last previous day worked. Employees substituting for employees on approved leaves of absence shall not be eligible to receive holiday pay for the first ninety (90) days of said leaves of absence. Employees on approved vacation, personal days approved two weeks in advance, or funeral leave, which ends or begins the day before or after a holiday, are entitled to compensation pursuant to this provision.

14.2 Each regular employee shall be credited with the normal number of hours at straight time in his or her shift on each of such paid holidays.

## **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 or any hours paid over regularly scheduled hours for full-time employees 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 which shall consist of no less than thirty-five (35) hours,. 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. Each shift shall have a scheduled start and estimated but not guaranteed end time.
- 15.3 Part-time employees shall be scheduled for a minimum of four (4) hours per day and twenty (20) hours per week, unless an employee elects to work less than five (5) days a week in which case the minimum shift shall be eight (8) hours per day for each day worked.
- 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; 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 on the pay stub (either electronically or paper). If a regular pay day falls on a holiday, employees shall be paid on the preceding day.
- 15.10 In the event the Employer changes schedules for reasons other than those described in Section 8.2, the Employer shall provide notice of changes in regularly scheduled shifts at least one (1) week in advance if aware within that time frame or notice shall be given as soon as the Employer is aware of change. The Employer shall provide 72-hours' notice of any short-term changes unless impractical.
- 15.11 a. 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 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 was outside the employers control. Overtime will be awarded among volunteers on a first-come, first-served basis. . All mandatory overtime worked over forty (40) hours shall be paid at time and one half of the Employee's regular hourly rate.

b. For all classifications except Lav and Ramp: 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.

c. For Ramp and Lav classifications: Employees may be assigned mandatory overtime but Ramp and Lav employees shall have at least two consecutive days off a week every other workweek. If the Employer has a need to call in all Ramp and Lav employees due to snow removal from a snow storm, then employees may not have two consecutive days off.

d. An employee who refuses to work overtime as directed by the Employer may be subjected to disciplinary action pursuant to Article 4.

- 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 break of at least ½ hour. The unpaid lunch break 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 work a scheduled shift of 9 hours or more shall be entitled to a second unpaid meal break of at least thirty (30) minutes. If operationally feasible, Employer may provide additional unpaid meal breaks 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 perform bargaining unit work when bargaining unit personnel are immediately available to perform such work, except that Cabin supervisors may help with security sweeps or in cases to avoid a potential delay.
- 15.15 Upon timely verified completion of re-badging process, the Employer shall pay the Employee a bonus equivalent to three (3) hours at straight time rate of pay for completing the badging process outside of work hours.

## **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 all employees (Bargaining Unit and Management) and Union representatives shall be treated with dignity and respect, but alleged failure to do so shall not be subject to the grievance process. Instead, if an allegation is made about the breach of dignity and respect portion of this Section, the parties agree to meet in order to discuss the issue with the goal of finding a productive resolution.
- 17.2 All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

## **Article 18. Wages**

- 18.1 Effective on July 1, 2022, the minimum wage for unit employees shall be \$17.00 per hour.
- 18.2 Effective on March 1, 2023, the minimum wage for unit employees shall be \$18.00 per hour.
- 18.3 Effective on July 1, 2024, the minimum wage for all employees shall be the minimum rate established by the City of Chicago Department of Aviation pursuant to Section 12.11.2 of the CSPP announced on or before June 1, 2024, except for those employees listed 18.6 and working in classifications listed in 18.7.
- 18.4 Employees working on 3rd shift (defined as any shift start between 6 pm and midnight) shall be paid a shift differential of \$1.00 per hour.
- 18.5 Employees assigned by the Employer to train bargaining unit employees shall receive a training wage of \$.50 an hour above their regular hourly pay for all hours spent training.

18.6 Cabin cleaning employees that were making more than \$15.00 an hour on June 30, 2022 will receive \$17.25 an hour on July 1, 2022, \$18.25 an hour on March 1, 2023

18.7 Rate for Classifications: The below classification rates shall be the minimum for each classification and said minimum rates shall increase annually pursuant to Section 18.1 through 18.3

Job Title	July 1,2022	1-Mar-23	1-Jul-24
Janitor	\$17.00	\$18.00	CSPP Minimum wage
Cabin Cleaner	\$17.00	\$18.00	CSPP minimum wage plus .25
Cabin Leads	\$18.50	\$19.50	CSPP minimum wage plus 1.50
Van Driver	\$18.30	\$19.30	CSPP minimum wage plus 1.30
High Lift truck driver	\$22.00	\$22.50	\$23.00
Provisions full rate	\$17.25	\$18.25	CSPP minimum wage plus .25
Ramp non-Driver	\$17.00	\$18.00	CSPP minimum wage

Ramp Driver	\$18.30	\$19.30	CSPP minimum wage plus 1.30
Lavs Drivers	\$19.00	\$20.00	CSPP minimum wage plus 2.00
Fork lift operator	\$18.50	\$19.50	CSPP minimum wage plus 1.50

Nothing herein will restrict the company from cross utilize employees across different classifications.

18.8 Cabin employees working International shall receive \$.50 above the Cabin rate of pay and RON employees shall receive \$1.00 above the Cabin rate.

18.9 No wages shall be reduced as a result of this Agreement.

18.10 Longevity Differential – as follows:

Five (5) years seniority – 2% of wage rate per hour worked

Ten (10) years seniority – 2.5% of wage rate per hour worked

Fifteen (15) years seniority- 3% of wage rate per hour worked

Twenty (20) years seniority- 4% of wage rate per hour worked

Employees shall earn the above longevity differentials effective the date of their applicable anniversary. Longevity percentages shall be calculated based on an employee's base pay plus any other differentials or premiums they earn.

- 18.11 The Employer agrees to participate in the Qualified Transportation Fringe Benefits program under IRS code § 132(f)(2)(A) Commuter Advantage program provided by the Chicago for the CTA and Airport Parking or a similar program provided by the Company. Any employee receiving free parking shall continue to receive that benefit during the life of this agreement, except in situations where the loss of free parking is outside the employer's control

## **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 and establish work rules not in violation of 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, 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; 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, and has reasonable justification to substantiate this belief, 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 Upon the Employer receiving knowledge that an employee has tested positive for COVID-19 or any other WHO certified pandemic disease, the Employer shall use reasonable efforts to determine which other employees came into contact with the positive employee and notify exposed employees as soon as possible. The Employer may require exposed employees to submit a negative COVID-19 or any WHO-certified pandemic disease test to return to work.

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

- 21.1 The Employer will furnish at no cost to the Employees a sufficient number of uniforms to be worn during work hours. The Employer will replace soiled and worn uniforms as needed as reasonably determined by the Employer. Furthermore, the Employer will furnish at no cost to the employee coats/jackets, gloves and rain/snow gear to all employees who are required to work in exposed areas during inclement weather and short-sleeved uniforms during hot weather. With Employer approval, which may not be unreasonably denied, employees may wear their own jacket or sweater. For employees whose assignments require their use, the Employer will furnish safety vests.
- 21.2 Employees shall not be required to use personal cell phones for work assignments and communications. Employees given a cell phone by the company shall not be responsible for replacing cell phone if lost or damaged unless they were grossly negligent.
- 21.3 Upon termination of employment with the Employer, Employees must return all uniforms in their possession and shall be docked the cost of the uniforms from their last pay if not returned.

## **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 at fault due to willful neglect.
- 22.2 The Employer will provide all necessary supplies and personal protective equipment, as required by OSHA, 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.

## **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 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~~ employees 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 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 five

(5) Union representatives, selected by the Union, and up to five (5) 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 CBA in place of those in this Agreement.

### **Article 27. Bereavement Leave**

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 three (3) 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.

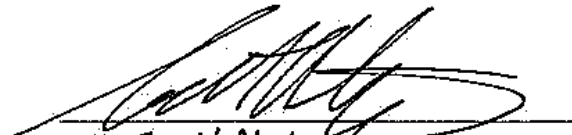
The term "immediate family" shall mean: current spouse, parent, step parent, child, step child, brother, sister, current father-in-law and mother-in-law, grandparent or grandchild. In the event the employee is unable to attend the funeral, the employee shall be allowed one day at straight time. One day's pay at straight time shall be given on account of death of an employee's current brother-in-law, sister-in-law, son-in-law or daughter-in-law, aunt or uncle. 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 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 reopen this Agreement to negotiate the implementation of the mandate.
- 28.2 This Agreement shall become effective on the date of signing (July 1, 2022) and shall continue in full force and effect until three (3) years following the date of signing (June 30, 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 Scrub LLC:**

  
Date: Scott Stidbridge  
General Counsel & Secretary  
10/6/2022

**For SEIU Local 1:**

  
Date: \_\_\_\_\_  
8/26/2022

## **Attachment A**

### **Employee Free Choice Procedure**

This Employee Free Choice Procedure Agreement ("EFCP") is incorporated into the collective bargaining agreement ("CBA") between Scrub, Inc. ("Employer") and Service Employees International Union, Local I ("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 I of the collective bargaining agreement.

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 Airport.

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.

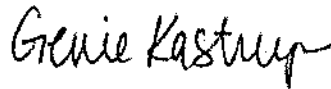
Agreed to for:

**Scrub, LLC.:**

**SEIU Local 1:**

  
\_\_\_\_\_  
Scott Strubbe  
General Counsel & Secretary

10/6/2022  
Date



\_\_\_\_\_  
8/26/2022  
Date

**Attachment B**  
**Letter of Understanding**  
**Between**  
**SEIU Local 1 and Scrub, Inc**

Regarding Breaks for Cabin Cleaners and Lav employees under the current Collective Bargaining Agreement between SEIU Local 1 and Scrub, Inc (dated July 1, 2022 to June 30, 2025), the parties agree to the following:

1. Article 15.13 Breaks does not apply to any Cabin Cleaners or Lav Employees.
2. Cabin Cleaners and Lav Employees shall have the following rights in regards to break time while waiting for planes:
  - a. Breaks less than 15 minutes, the International cabin cleaners can wait in the van or outside.
    - i. Breaks greater than 15 minutes they can go inside the terminal and/or in the gate area.
  - b. For Domestic Terminal cabin cleaners:
    - i. Less than ten minutes (10) they can sit in the terminal in the gate area
    - ii. For more than ten (10) minutes, they can wait in one of the five "Ready Rooms" nearest their gate
  - c. RON – they shall have one (1) fifteen minute paid break scheduled per shift, except that this may get negated by weather Ops where they have to pick up DT work
  - d. Lavs – they can be in the vehicle, ready room or the vehicle service room determined by their planner.
  - e. All Cabin cleaners and Lav employees shall have the right to use a cell phone or eat a snack during the time stated in Part a – d above; but in no instance shall food or trash be brought onto a plane.
  - f. All employees shall be ready to work when told the plane is ready for service and they must proceed to plane immediately upon notification.

The parties mutually agree to the above on this 6<sup>th</sup> day of October, 2022.

*Grenie Kastrop*

\_\_\_\_\_  
SEIU Local 1

8/26/2022  
Date

*Scott Strubenz*  
\_\_\_\_\_  
Scrub, LLC  
*Scott Strubenz*  
General Counsel & Secretary  
10/6/2022  
Date