

**Collective Bargaining  
Agreement**

**Between**

**SEIU Local 1**

**And**

**ERMC Aviation, LLC.**  
**Covering O'Hare and Midway Airports**

**January 15, 2023 to January 14, 2026**

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## **Article 1. Recognition**

- 1.1 ERMCA Aviation, LLC (“Employer”) recognizes the Service Employee International Union Local 1 (“Union”) as the collective bargaining representative of its employees at Midway Airport (MDW) who perform facility services for Southwest Airlines (the “Represented Employees”).

This Agreement shall set forth the terms and conditions of employment for the Represented Employees and any additionally represented groups as follows:

1. If the Employer’s employees performing cabin services for Southwest Airlines at MDW, facilities services for Southwest Airlines at O’Hare International Airport (ORD), and cabin services for Southwest Airlines at ORD, as a single group, choose to become represented by the Union pursuant to the Employee Free Choice Procedure (EFCP) appended hereto as Appendix A, those employees shall become Represented Employees and become subject to this Agreement.
  2. If any other group of the Employer’s employees covering any airline performing “Covered Services” at either MDW or ORD choose to become represented by the Union pursuant to the EFCP, those employees shall become Represented Employees and become subject to this Agreement. “Covered Services,” for purposes of this Agreement, is defined as: cabin cleaning, security, passenger assistance (i.e., service ambassador, wheelchair, and ticket verification and line queue employees), baggage handling other than the loading and unloading of cargo, freight and baggage on or off aircraft (i.e., skycaps, bag runners, other employees handling baggage pre-security, and interline baggage handling post-security), smartcart, lavatory and water service, or terminal or other cleaning services.
- 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.
- 1.5 The parties agree that this Agreement is governed by the Railway Labor Act (“RLA”), and that neither of them shall contest the applicability of the RLA in the future. In bargaining for a successor CBA, the parties shall follow the procedures under the RLA. However, in the event the parties are unable to reach agreement through direct negotiations pursuant to the RLA and either party applies to the National Mediation Board (“NMB”) for mediation services and the NMB declines to mediate the parties’ dispute for any reason, or if Employer is held not subject to the RLA at some point in the future, the parties shall pursue the following process to conclude their successor CBA:
1. Either or both parties may provide written notice to the other party of its intent to amend and modify the terms of the parties’ CBA equivalent. Such notice shall be considered the equivalent of the notice required by RLA Section 6 and the parties shall treat it as such. The parties shall be obligated to maintain the status quo following such notice to the same extent as they would be following the service of the notice required by RLA Section 6.
  2. The parties will meet and confer in good faith conferences in direct negotiations to reach an agreement for a successor CBA.
  3. Either party may terminate conferences with written notice to the other party. In such event, either party may within ten (10) days provide written notice of its intention to seek mediation. If such request is made, the parties shall appoint a mutually-selected mediator, or if one cannot be mutually agreed upon, such appointment shall be made under the auspices of the Federal Mediation and Conciliation Services (“FMCS”).
  4. Following a period of good faith mediation, either party may request to be released from mediation in writing to the mediator and the other party. The mediator shall have discretion to continue the mediation process or to terminate mediation and release the parties from the mediation process.
  5. Following the mediator’s release of the parties from mediation, the parties shall continue to maintain the status quo for an additional thirty (30) day “cooling off” period. By mutual agreement, the parties may submit to final interest arbitration.
  6. In the event no agreement is reached, upon the expiration of the 30-day cooling off period, the parties are free to resort to self-help measures.

## **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. 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.

- 2.2 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.
- 2.3 A shop steward may conduct Union business and/or communicate with employees about Union business on working time only with the Employer's authorization.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.

The employer shall use progressive discipline except in cases of gross misconduct. The employer shall have the right to maintain discipline and efficiency of its operations including the right to discharge employees for just cause without progressive discipline for the following, but not limited to, reasons:

- a. Theft
- b. Possession of unlawful, prohibited or dangerous weapons
- c. Physical altercation of the job
- d. Sexual Harassment
- e. Under the influence of alcohol or other illicit drug, or dispensing such items in the workplace

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 The following progressive steps for attendance shall be used for notified unexcused absences, leaving work early without management approval and tardiness in a rolling calendar year shall be:

After 3 occurrences	Verbal Warning
After 2 additional occurrences	Written Warning
After 2 additional occurrences	One day Suspension
After next occurrence	Three day suspension
After next occurrence	Termination

4.4 Three no call/no shows in a rolling twenty-four (24) month period shall constitute automatic termination.

4.5 Notified unexcused absences are defined as taking uncompensated days off work and not notifying the supervisor via text at least two (2) hours prior to their designated shift start time. Unexcused absence shall be allowed if an employee brings a doctor's note for illness for them or an immediate family member assuming they gave two (2) hours' notice to their supervisor. If the Employer has a valid reason to challenge the illness documentation presented they can deny the excused absence for illness with an explanation.

4.6 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. 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.

- 4.7 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.
- 4.8 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.
- 4.9 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 Employer security sweeps shall be progressively disciplined. If an employee misses any sweeps in a rolling calendar year, then the employee shall be retrained in the field for security sweeps. An employee failing a TSA/Airline security sweep who is removed from the job shall be offered a position in the janitorial classification or in another area if an open position is available..
- 4.10 No Employee shall leave her or his assigned post or take any extended 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

## **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 Procedure. The Employer and the Union shall hold a meeting on unresolved grievances no later than thirty (30) calendar days after the filing (including email) of the written grievance. If the parties are unable to resolve the grievance at such meeting, either party may submit the grievance to arbitration before the System Board of Adjustment pursuant to Article 5.6., below. The grievance must be submitted to the System Board, in writing, with a copy to the other party, within thirty (30) calendar days after denial of the grievance, or the grievance will be deemed denied.
- 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
- Southwest O’Hare Terminal Five (5) Cleaning Operations
- Any other unit as Defined in Article I

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

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

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. 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; 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.
  
- b. 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;
  
- c. 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;

**Vacation Bid.** 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 a blackout period for vacation from November 15 through January 31st.

- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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), - the State of Illinois Sick Leave law – Paid leave for all Workers (PLFAW) Act 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.
- 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.

12.10 The Employer shall establish and maintain an automated a call-in system for employees when calling off work. The employee shall notify their designated shift supervisor via text message at least two (2) hours prior to the start of their shift.

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

13.1 As of January 1, 2023 the Employer shall provide an ACA compliant health insurance plan to all eligible employees that are not part of the Southwest Janitorial Classification. The Southwest Janitorial health and welfare benefits are attached hereto as Appendix B.

### **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  
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 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: 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. 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 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 a bonus based upon two (2) hours of straight time 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.

## **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.

## **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 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 Wages: All permanent employees will receive the following hourly rates on the dates set forth below. The probationary period shall be the first 90 days of employment:

<u>Effective Date – February 1, 2023</u>	
Probation (first 90 days)	\$18.25
First Shift	\$18.50
2 <sup>nd</sup> & 3 <sup>rd</sup> Shift	\$18.75

<u>February 1, 2024</u>	
Probation (first 90 days)	\$18.85
First Shift	\$19.10
2 <sup>nd</sup> & 3 <sup>rd</sup> Shift	\$19.35

<u>February 1, 2025</u>	
Probation (first 90 days)	\$19.60
First Shift	\$19.85
2 <sup>nd</sup> & 3 <sup>rd</sup> Shift	\$20.10

- If the CSPP minimum wage increases are greater than the wage increases provided for in this Collective Bargaining Agreement, the Company and the union will reopen the wage article and bargain over the effects of the increase.

- 18.2 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.
- 18.3 The Employer agrees to meet and bargain with the Union within thirty (30) days of a covered service being organized to deal with wages and health insurance benefits for the affiliated group.
- 18.4 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.
- 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.

### **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 28 401(k) Retirement Plan**

The Employer shall provide a 401(k) through Fidelity to each employee. Employees are immediately eligible to enroll in the Employer 401(k) plan. The employees are eligible for:

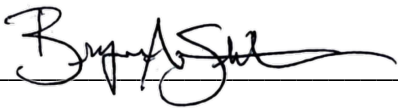
1. Each employee will be eligible to receive a maximum company match contribution rate of 3% after 30 days of service.
2. The Employer shall contribute \$0.33 for each dollar the employee contributes.
3. Participants have to contribute 9% of earning to get the maximum 3% match.

Employees can enroll by contacting the Employer’s Human Resources Representative. The Employer reserves the right to modify this plan on a company-wide basis at any time.

**Article 29. Term of the Agreement**

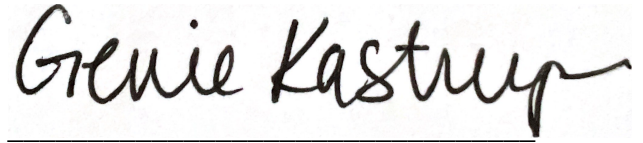
- 29.1 If the City of Chicago or its Division of Aviation or other governmental entity mandates benefits and/or paid time off changes, the parties will reopen this Agreement to negotiate the implementation of the mandate.
  
- 29.2 This Agreement shall become effective on the date of signing (January 15, 2023) and shall continue in full force and effect until three (3) years following the date of signing (January 14, 2026), 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 ERMCA Aviation LLC:**

  
\_\_\_\_\_

Date: 2/20/23

**For SEIU Local 1:**

  
\_\_\_\_\_

Date: 2/6/2023

## **Attachment A**

### **Employee Free Choice Procedure**

This Employee Free Choice Procedure Agreement ("EFCP") is incorporated into the collective bargaining agreement ("CBA") between ERMC Aviation 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. The form neutrality letter attached hereto as Attachment 1 shall be the only communication from the Employer, its Supervisors and representatives to its employees regarding unionization with the union.

- a. Furnish to the Union a list containing the names, job classifications, work locations and shifts of Airport Workers the Union is seeking to unionize;
- b. Circulate the attached neutrality letter on company letterhead to those employees and post on employee bulletin boards; and
- c. Notify those employees (by worksite posting, in-person announcement, and/or electronic communication) that such request was made and that if they object to the Employer's disclosure to the Union of the employees' telephone numbers and addresses, they must "opt-out" by affirmatively notifying a representative of the Employer of such objection within 5 calendar days of publication of the notice. Following the close of the 5-day opt-out window, the Employer shall promptly provide the Union with telephone numbers and addresses of the employees at the Airport covered by this Agreement who have not opted out, and the names of employees who have opted out. Upon written request by the Union, the Employer will supplement this information no more than once per calendar quarter.

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 upon authorization cards greater than fifty (50) percent within the affected group 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 actively employed by the Employer at the time of the card verification and provided that the employee has not in the meantime withdrawn his or her support in writing.

7. Upon request, 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 with respect to work covered by Article 1 of the collective bargaining agreement.


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

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


10. 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:

ERMC Aviation, LLC.:

SEIU Local 1:



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Date: 2/20/23

Date: 2/6/2023



## **Agreed Upon Letter From Employer To Employees Under EFCP:**

Dear Employees: Many of you are aware that SEIU Local 1 is organizing airport workers at the Midway (MDW) and O'Hare (ORD) airports and seeks to organize and represent employees at the airports. The purpose of this letter is to inform all employees that the Company will remain neutral regarding Local 1's organizing. Local 1 will be asking workers to give the Union their written consent by signing an authorization card to have Local 1 represent them for purposes of collective bargaining. If a majority of workers at the airport choose to authorize Local 1 to represent them, the Company will respect that decision and recognize 1 as the union representative. Whether or not you decide to join or support the Union is your personal decision. The Company will not interfere with your right to make that decision and will respect your choice. Company managers and supervisors will not discipline, discharge, or otherwise discriminate against any employee due to the fact that such employee has or has not joined the Union or engaged in lawful activity in support of or in opposition to the Union. Likewise, the Union has agreed that its representatives will not threaten or coerce you to sign authorization cards or to support the organizing effort. Both the Union and the Company have agreed that violations of this pledge may be brought to an arbitrator for review and remedial action

## **APPENDIX B Southwest Janitorial Classification Health & Welfare & Personal/Sick Leave Benefits**

This appendix shall govern the Health and Welfare and Personal Leave benefits of the Southwest Janitorial Classification:

### **A. Health Insurance**

13.1 For the period the month following the contract execution date through June 30, 2023, the Employer shall contribute the amount of \$530.00 (five hundred and thirty dollars) each month on behalf of each employee on its active payroll to the S.E.I.U. Local 1 and Participating Employers Welfare Fund.

13.2 For the period July 1, 2023 through June 30, 2024, the Employer shall contribute the amount of \$540.00 (five hundred and forty dollars) each month on behalf of each employee on its active payroll to the S.E.I.U. Local 1 and Participating Employers Welfare Fund.

13.3 For the period July 1, 2024 through June 30, 2025, the Employer shall contribute the amount of \$550.00 (five hundred and fifty dollars) each month on behalf of each employee on its active payroll to the S.E.I.U. Local 1 and Participating Employers Welfare Fund.

13.4 The Employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing the S.E.I.U. Local 1 and Participating Employers Welfare Fund and all amendments thereto, and also hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creations and administration of said Trust and all actions to be taken by such Trustees within the scope of their authority.

13.5 The Employer shall make remittances to the Welfare Fund on or before the fifteenth (15th) calendar day of the month following the month in which the work was performed.

13.6 With each report to the Welfare Fund, the Employer shall give the names, Social Security numbers and starting dates of new, regular employees and termination dates of regular employees.

13.7 Payments to the Welfare Fund shall be made on the prelisted remittance forms sent by the Fund Office, or reproduced records which give all of the required information in a form acceptable to the Fund. Failure to submit the required information in a form acceptable to the Fund will be subject to the arbitration provisions of Article 5.

### **B. Personal/Sick Days**

1. Employees shall earn five (5) Personal/Sick days per year. Usage for personal/sick days shall be governed the same as PTO as stated in Article 12.9 of the contract

2. Waivers: The provisions of this Agreement are in lieu of the rights and benefits provided by the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance and the State of Illinois Sick Leave Ordinance – the State of Illinois Sick Leave law – Paid leave for all Workers (PLFAW)Act. The parties expressly agree that all rights requirements and benefits under the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance - the State of Illinois Sick Leave law – Paid leave for all Workers (PLFAW)Act are hereby waived. In light of the benefits negotiated within this Agreement the Employers and the Union expressly waive any and all requirements imposed on the Employers with regard to the Chicago Fair Workweek Ordinance (chapter 1-25) in this bona fide collective bargaining agreement. The parties stipulate that this waiver of the requirement under the Chicago Fair Workweek Ordinance is clear and unambiguous and shall remain in effect until the execution of a successor agreement.