

# **Collective Bargaining Agreement**

**SIGNATURE FLIGHT SUPPORT MIDWAY, INC.**

**and**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,  
District Lodge 142, Local 1487, AFL CIO**

**June 11, 2019 through June 10, 2022**

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## **A G R E E M E N T**

**THIS AGREEMENT** entered into this **11th day of June, 2019**, by and between **SIGNATURE FLIGHT SUPPORT - MIDWAY, INC.**, (hereinafter referred to as the "**Company**") and the **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, District Lodge 142, Local 1487, AFL-CIO**, hereinafter referred to as the "**Union**."

### **ARTICLE 1**

#### **PURPOSE OF AGREEMENT**

A. The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, and the continuation of employment at Midway Airport under rates of pay, wages, hours of employment and other conditions of employment as hereinafter set forth. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully, both individually and collectively for the advancement of that purpose. To further this purpose, the Company or an International Representative of the Union may request a conference at any time to discuss any appropriate matter within the scope of this Agreement, provided that no provisions of this Agreement are violated in making this request.

B. No employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union. The Union agrees that it, its officers, agents representatives and members will not solicit membership, hold meetings, or carry on any Union activities on the Company's time or on the property of the Company in any manner which shall interfere with the Company's operations except as otherwise provided for in this Agreement.

C. It is understood wherever in this Agreement employee is referred to in the masculine gender, it should be recognized as referring to both male and female employees.

D. Neither the Union nor the Company shall discriminate against any employee or applicant for employment with respect to his compensation, terms, conditions or privileges of employment because of his race, creed, color, national origin, age, sex or disability.

E. When work or calendar days are not referred in the Agreement, the parties agree that calendar days will be used.

## **ARTICLE 2**

### **SCOPE OF AGREEMENT**

A. The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of the employees engaged in the servicing of aircraft and accessories, including building maintenance, employed by the Company at Midway Airport, Chicago, Illinois, excluding office clerical employees, guards, professional employees and supervisors as defined in the National Labor Regulations Act.

B. The parties agree that the Company shall have the right to (1) continue to contract out work heretofore customarily contracted out; (2) return aircraft equipment and electronic equipment, parts or assemblies to the manufacturer or to a manufacturer-approved repair station for repair or replacement, and (3) contract out any work when the Company's facilities are inadequate or personnel are not sufficient or reasonably available or where employees who are reasonably available do not have the experience and ability to satisfactorily perform the work required. The Company will inform the Union of its decision to subcontract work under number (3) above and will be willing to meet to give reasons for such action if the Union requests it.

It is recognized that the nature of the Company's operation is such as to require the employment of regular part time employees to perform specific jobs, which arise, and to meet peak workloads, which occur. It is not the intent of the Company to employ regular part time employees for the sole purpose of avoiding the employment (or continued employment) of regular employees for whom full time work requirements exist under regular work schedules, or avoiding other provisions of this Agreement as they apply to regular full time employment.

Regular part time employees will be scheduled to work for not less than two (2) hours nor more than six (6) hours in any one (1) day, not more than thirty (30) hours per week; not more than five days per week, under ordinary circumstances. Part time employees shall be subject to all provisions of this Agreement including Schedule "A", except Article III - Seniority; Article V - Overtime and Holidays, except that Paragraph L, as it pertains to premium time, shall be applicable; Article XII - Insurance; Article XIII - Vacations; Article XVI - Leave of Absence; Article XVII - Sick Leave; and Article XVIII - Pension Plan.

Should the need arise to increase the number of part time employees employed on the effective date of the Agreement, the Company will advise the Union and the reasons therefore before they are hired.

No regular full time employee of the Company will be permitted to participate in part time work as a part time employee during any week in which such employee works his regular schedule or receives pay under any other provision of this Agreement.

Regular full time employees who are laid off for lack of work and who advise the Company in writing at the time of layoff of their desire for such part time employment as may become available in the classification from which such employees are laid off, will be given preferential consideration for such part time employment so long as such employees retain their seniority in accordance with the provisions of this Agreement. However, should an employee decline to accept such part time work when offered, he shall be given no further consideration for such employment unless and until he shall have once again expressed in writing his desire for such part time work.

Provided there are no regular full time employees in a laid off status who are subject to recall provisions of this Agreement, part time employees who meet the Company's qualifications will be given preferential consideration for permanent jobs which may become available within their classification before so-called "outsiders" are hired. Past service as a part time employee will be credited for seniority purposes. The employee's original hire date will be used. Should a part time employee fail to accept regular full time employment, the Company shall be under no obligation to again offer such employment.

C. Employees covered by this Agreement shall be governed by all Company rules and regulations previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement and which have been made available to the affected employees prior to becoming effective. The rules in effect at the date of this Agreement are attached hereto. Copies of rules established in the future will be distributed to employees prior to becoming effective and copies shall also be furnished to the Union prior to becoming effective.

### **ARTICLE 3**

#### **SENIORITY**

A. The Company will recognize the length of service at Midway Airport within covered job classifications (hereinafter referred to as "seniority") in all cases specified in Paragraph B of this Article. Seniority shall be based upon length of continuous service in a job classification covered by this Agreement. Any employee will begin to accrue seniority from the date of his regular assignment to work in any such classification. An employee who is transferred or promoted from one such classification to another shall retain and continue to accumulate seniority in any classification in which he has previously acquired seniority credit. Seniority shall be applied on a classification basis in the manner set forth below.

The word "hired" shall be defined as the first day worked for which pay was received. Where employees have the same start date with the Company, the last name in alphabetical

order will be used to determine the higher seniority.

B. In all cases of increase or decrease in work force, promotions to new or vacant job openings, transfer to fill openings on other shifts, demotions or transfers involving the classifications covered by this Agreement, the factors as listed below shall be considered; however, only where factor (2) is relatively equal shall seniority be the controlling factor:

1. Seniority
2. Ability to perform the work and the essential functions of the job

Vacancies of more than thirty (30) days' duration shall be bulletined for a period of five (5) days; provided, however, that the Company shall have the right to temporarily fill any such vacancies during such five-day period. Each bulletin shall state the approximate duration of job, number of jobs to be filled, type and class of each job, the department, the base rate of pay, and/or premium rate for the job, the date the successful bidder is to report. The selection of the successful bidder shall be by seniority plus ability to satisfactorily perform the essential functions of the job. Thereafter a vacancy created by the successful bidder will be filled by a new hire (one move and a plug). An employee bidding more than one vacancy shall list his order of preference. A successful bidder shall hold the job to which assigned for a period of up to thirty (30) days as a trial period. In the event the job is not as described or he did not demonstrate his ability to hold the job, he may be returned to his former job status. Notices indicating successful bidders must be posted within three (3) days after closing date of bid. An employee who revokes a bid after having been awarded the job shall not be eligible to bid on an opening in the same job for a period of six (6) months.

C. In the event it shall become necessary to decrease the work force in any classification, an employee designated for layoff shall be entitled to exercise his seniority in another classification to replace the least senior employee then working in such classification, provided he has the requisite ability in accordance with Section B above. Any employee who is thus displaced shall be entitled to exercise his seniority in the like manner. An employee must so exercise his seniority in the highest classification in which he has accumulated seniority before proceeding to the next lower such classification. Disputes with respect to the ability to perform the work of any employee shall be subject to the grievance procedure hereinafter set forth.

The restoration of forces for all classifications will be in accordance with the provisions of Section B above. Any employee reduced from a classification due to a reduction in force and refusing to accept the first job in the highest classification for which he is qualified shall have his name removed from the seniority list for that classification. All laid off employees with seniority status shall be recalled for available positions before the hiring of new employees, provided that such employee has the qualifications of the required position. Five (5) workdays' notice or pay

therefore, at the Company's option, will be given employees to be reduced before reduction is made, and a copy of such notices given to the Local Union Steward. For purposes of layoff only, among employees in the classification of Line Serviceman, layoff will be in the reverse order of seniority within the affected classification. In the event such layoff results in a lesser number of Leadmen than the Company deems necessary and required, it shall have the right to appoint leadmen from among the remaining employees in the classification for a period not to exceed twenty-nine (29) days without regard to seniority.

D. Employees will be considered as probationary employees for the first ninety (90) days of their employment. There shall be no responsibility on the part of the Company for the re-employment of probationary employees if they are discharged or laid off during this period. If retained after the probationary period, the employee shall be credited with service from his date of hire and his name placed on the appropriate seniority list.

E. Seniority lists shall be corrected to December 1 and June 1 of each year and posted on January 1 and July 1 of each year. Employees shall be allowed thirty (30) days after posting to correct any errors appearing thereon. Errors are to be given to the Company and the Union in writing and the error to be amended to the list and the final correction entered on subsequent lists. Any dispute as to seniority listing shall be handled by grievance procedure. Seniority lists shall show employees on Leave of Absence (including Military) and seniority status in all classifications that apply, including supervisors.

Effective January 1 and June 1 of each year, all shifts, days off and work assignments, except for the Air Concierge position, shall be open for bidding for all classifications covered by this Agreement.

F. Employees who are promoted or transferred to non-bargaining unit positions, including supervisory positions, shall continue to retain and accrue seniority for a maximum of one hundred and eighty (180) day period, the employee shall maintain his good standing membership in the Union. In the event any such employee is returned to the bargaining unit by the Company or voluntarily desires to return to the bargaining unit during such one hundred and eighty (180) day period, he shall be entitled to exercise both his retained and accrued seniority. The above shall not affect present supervisory employees who have retained seniority under this Agreement.

G. An employee shall lose his seniority status and have his employment terminated under the following conditions:

1. He quits or resigns;
2. He is discharged for just cause;
3. He does not inform the Company in writing by registered mail of his intention to return to work within three (3) working days after date of

- sending a notice by registered mail offering to re-employ him after a layoff.
4. He does not return to work within ten (10) calendar days after the date of sending such notice of recall. A copy of notices of recall sent by the Company will be provided to the Local Union Steward.
  5. He fails to return to work at the end of an authorized leave of absence.
  6. He engages in gainful employment while on leave of absence, except for full time union employment in accordance with Section B of Article XVI hereof.
  7. He is absent from work due to either layoff or disability for a period of one (1) year, except for on-the-job injury, which shall be a period of two (2) years. In the event the employee returns before the expiration of the two (2) year period, he must remain actively at work for a period of six (6) months before being eligible for an additional two (2) year period. Should the employee be off of work again within the six (6) month period, time lost will continue to count towards the original two (2) year period.
  8. He fails to fully comply with Article IV and all other applicable provisions of the Agreement.

#### **ARTICLE 4**

#### **UNION MEMBERSHIP**

A. As a condition of employment, new employees shall be considered as probationary employees and will become members of the Union ninety (90) days after their date of hire and shall remain in good standing in the Union during the term thereof.

B. The Company will, upon three (3) working days after receipt of written notice from the Union, discharge any employee who fails to become and remain a member in good standing as required by Paragraph A above. The term "good standing" shall not include more than the obligation of a member to pay all periodic dues and initiation or reinstatement fees uniformly required to acquire and retain Union membership.

C. Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's paycheck the initiation or reinstatement fee and dues payable by him to the Union during the period provided in said authorization.

D. Deductions shall be made on account of initiation or reinstatement fees from the first paycheck of the Company after receipt of the authorization. Deductions shall be made on account of Union dues from the first paycheck of the employee in each month.

E. Deductions provided for in Paragraph B shall be remitted to the Financial Secretary



of the Union no later than the tenth (10th) day of the month following the deductions made in the previous month. The Company shall furnish the Financial Secretary of the Union, monthly, with a record of those from whom deductions have been made and the amount of the deductions.

F. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reasons of action taken by the Company for the purpose of complying with the provisions of this Article.

In consideration for this save harmless and or/indemnification clause, the Company agrees that the Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the Company for claims for which the Company is entitled to indemnification by the Union, through attorneys of its own choosing and at its own discretion, but in any event, if the Company unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the Union. It is further agreed that the Company shall promptly notify the Union of any such action when and if filed and the Union shall, at its own option, defend such actions and/or settle under the circumstances described.

G. The parties agree that Schedule "E" shall be used for check-off authorization.

H. In the event a deduction is not made on one (1) or more consecutive payroll deduction dates due to lack of earnings or insufficient earnings by the employee, then on the next regular payroll deduction date that employee has sufficient earnings, a double deduction shall be made and deductions made each subsequent payroll period until such employee is in good standing.

## **ARTICLE 5**

### **HOURS OF WORK, OVERTIME AND HOLIDAYS**

A. Eight (8) consecutive hours in a twenty-four (24) hour period, exclusive of a thirty (30) minute unpaid lunch period, shall constitute a regular workday.

B. A regular workweek shall consist of five (5) workdays of eight (8) hours, scheduled consecutively within any seven (7) calendar day period. Scheduled days off shall be consecutive within each employee's workweek. The daily work schedule shall have a maximum of eight (8) different starting times.

C. Employees must work all regularly scheduled hours during his/her workweek to receive time and one-half (1-1/2X) on the sixth day worked, and must work all regularly scheduled hours during his/her workweek, plus all scheduled hours on the sixth day to receive double (2X) time on the seventh (7th) day. Absence for holidays, vacation, funeral leave, jury duty and official

union business shall count as hours worked and shall not trigger imposition of the penalty for not working regular hours only. Overtime will be paid for actual time worked to employees who work following the end of their scheduled shift. Overtime work must always be approved before it is performed. Overtime rates of double time (2X) shall be paid for all hours worked in excess of twelve (12) hours in any twenty-four hour period. For overtime purposes, the twenty-four (24) hour period shall begin with the starting time of the employee's regular assigned shift and shall continue for twenty-four (24) hours thereafter or until the employee has been off duty for at least eight (8) consecutive hours (whichever occurs later). When such off-duty hours result in loss of his regular scheduled hours of work, the employee shall be reimbursed at his regular straight time rate of pay for such loss. Relief from duty under this paragraph shall not be considered as absorption of overtime under the Agreement. No employee may work over 16 hours and/or hours which would violate their eight (8) hour rest period without the express authorization of a supervisor. An employee must have prior specific authorization to work any time in excess of the planned overtime assignment that violates his/her eight (8) hour rest period. All hours paid to employees required to report to work during their off hours for purposes of required annual OSHA hearing tests will not be counted towards any applicable double time rates.

E. Employees working in the Line Serviceman job classification on a continuous three (3) shift basis will receive a thirty (30) minute paid lunch period on each eight (8) hour shift. This provision also applies to all covered job classifications, which work on a continuous three (3) shift basis.

F. 1. Any shift starting between 0500 hours and 1159 hours will be recognized as the first shift.

2. Any shift starting between 1200 hours and 2059 hours will be recognized as the second shift. Any employee working the second shift shall be compensated with thirty (\$.30) cents per hour in addition to his base rate.

3. Any shift starting between 2100 hours and 0459 hours will be recognized as the third shift. Any employee working the third shift shall be compensated with thirty-five (\$.35) cents per hour in addition to his base rate.

4. Any employee scheduled to work more than one (1) shift during a regular workweek shall be compensated twenty (\$.20) cents per hour in addition to his base rate for all hours worked during that workweek. Working shifts for covered employees shall be scheduled and posted by the Company on the Company's bulletin boards, and there shall be no change in the starting and quitting time of any employee's work schedule without at least seven (7) days' notice to all affected employees.

G. All employees will be granted a ten (10) minute rest period during the first half of

their shift and a ten (10) minute rest period during the second half of their shift without loss of time for the purpose of relaxation, smoking, etc., and a five (5) minute wash-up period prior to quitting time, as business conditions permit.

H. An employee reporting for work at his regular starting time on his regular shift without having been notified to the contrary shall receive not less than four (4) hours' pay at his regular hourly rate, except in cases where no work is available as a result of a work stoppage, strike, power failure, breakdown of equipment, fire, Act of God, or interference with operations reasonably beyond the control of the Company. An employee relieved for the day and recalled to work will receive a minimum of three (3) hours' work or pay at the applicable rate. An employee required to report to work on his scheduled day off will receive a minimum of four (4) hours' work or pay at the applicable rate (excluding annual hearing exams, airport badging and/or fire training). An employee requested to begin work before the start of his regularly scheduled shift shall be compensated for actual time worked.

I. Overtime shall be distributed as equally as possible among all qualified employees in the classification in which overtime is required. The following overtime rules and procedures shall apply:

1. Overtime lists may be reviewed monthly, jointly by Company and the Union.
2. Overtime lists will commence each year the first workweek following signing of Agreement.
3. Employees entering any classification after the list has been established will be considered as having the highest overtime of employees on the lists. The same shall apply when an employee completes his probationary period.
4. Employees will be charged with overtime hours not worked if the employee refuses overtime or has no telephone with which to be contacted.
5. Overtime shall not be worked except by direction of the proper supervisory personnel of the Company.
6. Employees shall not be laid off during their regular working hours to absorb overtime.
7. Probationary employees shall not work overtime during normal circumstances.
8. It is the intent of the Company to provide as much notice of overtime availability as is practical.
9. The Local Committee or Steward of the Union shall be afforded an opportunity to review overtime records.
10. Current overtime records shall be maintained on a weekly basis.

J. The right of the Company to require overtime work is recognized. However, the Company agrees, where feasible and consistent with efficient operations, to give consideration to the desires of employees not to work overtime. However, when other available employees indicate their desire not to work overtime, the junior qualified employees must work the necessary overtime.

K. Employees required to work more than two (2) hours beyond the end of a regular eight (8) hour workday will be allowed a thirty (30) minute paid lunch period.

L. Employees covered by this Agreement will observe the following holidays, including those which fall on a Saturday: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, Employee's Birthday and Employee's Anniversary Day. Should any of the foregoing holidays fall on a Sunday, the day observed by the State, Nation or Presidential proclamation shall be considered as the holiday. An employee who is scheduled and works on any of the foregoing holidays as observed, shall receive two and one-half (2-1/2X) times his regular straight time rate (including shift differential) for all hours worked with a minimum of eight (8) hours and shall receive no additional time off. Notwithstanding any other provisions hereof, the Company may call in employees to work a shift of less than eight (8) hours on any of the foregoing holidays and in such cases the employee will receive a minimum of four (4) hours work or pay, at the applicable rate in addition to holiday pay. Any covered employee under this Agreement whose birthday or anniversary day falls on the same day as another observed holiday shall receive an additional day off with pay, or applicable holiday pay for each recognized holiday. Any covered employee may arrange on an individual basis by mutual agreement with the Company, to take his birthday or anniversary day holiday during the five (5) day period following his birthday.

Employees hired prior to 9/15/97 are eligible to receive twelve (12) holidays as set forth in this section or eight (8) fixed holidays with one (1) personal day to be taken per calendar quarter. Employees hired after 9/14/97 are eligible to receive eight (8) fixed holidays and four (4) personal days. Said personal days are to be taken after such employee has worked a full calendar quarter.

M. The Company will make every reasonable effort to avoid requiring employees to work on a holiday to the extent that such holiday observance does not interfere with the service, which the Company believes is required. Any employee who is not required to work on the above mentioned holidays will be compensated for the day at eight (8) hours at straight time rate, including shift premium, provided:

1. The employee performs work within the ten (10) day period commencing five (5) days prior to and ending five (5) days after the day on which the

holiday falls.

2. He worked his last scheduled workday before the holiday and his first scheduled workday after the holiday, except that an employee off on such day or days for reasons beyond his control, which are approved by the Company, shall be compensated for the holiday.
3. An employee scheduled and required to work on a holiday who does not report for work shall not receive any pay for that day.

N. This Article is intended only to provide the basis for calculating overtime and premium pay and shall not be construed as a guarantee of hours per day or per week. When two or more of the above provisions are applicable, the most favorable to the employee will apply, but nothing herein shall be construed to require or permit the pyramiding of premium and/or overtime rates. Hours compensated for at overtime or premium rates shall not be counted as hours worked in determining overtime and/or premium pay under the same or any other provisions of this Agreement.

## **ARTICLE 6**

### **WAGES**

A. The schedule of job classifications and the hourly rates therefore set forth in Schedule "A", attached hereto and made a part hereof, shall become effective as provided therein and shall remain in effect for the duration of this Agreement. The job descriptions set forth in Schedule "B", attached hereto and made a part hereof, will remain in effect during the term of the Agreement. When and if the Company at its discretion establishes a new job classification or makes a substantial change in existing classification, a job description and a proposed rate will be submitted to the Union. Rates for such new or changed classifications and/or job descriptions shall be in relation to and compatible with the existing rate structure. If the Company and the Union are unable to agree upon any such proposed rate and/or job description, the Company shall install the classification and/or job description and apply the rate and/or job description proposed; provided however, the appropriateness of any such rate shall be subject to review under the grievance procedure hereinafter set forth.

B. Employees will be paid every two weeks. Should the regular payday fall on a holiday, employees will be paid on the preceding regular workday. Employees whose regular day off is on payday shall be given their checks before the end of their shift on the day before payday, if such paychecks have been received.

C. Paychecks will include a statement of all hours, wages, adjustments and deductions for the pay period. Where there is a shortage equal to one-half (1/2) a day's pay or

more in the pay of an employee, the employee will be reimbursed for such shortage on the next payroll processing cycle. Where there is a shortage of less than one-half of a day's pay, the employee will be reimbursed for such shortages no later than his next regular paycheck.

D. Employees leaving the service of the Company will be paid for all time due upon request at the earliest practicable time after separation and in compliance with State Law.

E. If the anniversary date of the contract falls in the first week of the pay period, the effective date will be the first day of the new pay cycle, but if the anniversary date falls in the second week of the new pay cycle, the effective week will be the first day of the following pay period.

F. Nothing in this Agreement shall be construed to prevent increases in individual rates

over and above the minimum specified. The Company shall notify the union in writing of the name, old rate, new rate and amount of increase of all employees that receive a rate of pay in excess of the maximum rate of their job classifications, within five (5) days after such rate becomes effective.

G. No employee covered by this Agreement shall suffer any reduction as a result of this Agreement.

H. The Company shall not require employees to use their personal automobile in the conduct of Company business.

I. The Company agrees to furnish the Union on a current basis, New Hire information (name, date of hire, address, telephone number, job classification, status as full or part time employee and rate of pay) and Separations showing name, date of separation and reason for separation on a current basis, employees on extended sick or injury leave and of employee status change. New employees will be introduced by the Company to a member of the Local Committee (Chairman, if possible) on a prompt basis.

## **ARTICLE 7**

### **FIELD SERVICE**

A. An employee assigned to perform emergency field service work away from Midway will be paid in accordance with the Agreement for all hours worked and required to be spent to travel to and from such assignment.

B. Upon completion of such emergency field service work, an employee shall return to Midway or in accordance with the orders he received from the person to whom he was ordered to report in the field.

C. An employee assigned to perform field service work away from Midway other than

emergency field service work will be paid for all hours worked, provided, however, that if the employee is required to travel during regular working hours, he will suffer no loss in pay. In connection with such assignments, employees will be allowed reasonable expenses for transportation, meals and lodging in accordance with the Company regulations.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

A. For the purpose of this Agreement, the term "grievance" means any dispute between the Company and the Union, or between the Company and any employee, concerning the effect, interpretation, application, and claim of breach or violation of this Agreement. Grievances must be filed in writing promptly after the occurrence giving rise to the grievance is evident and in any event within fifteen (15) calendar days (excluding Saturdays, Sundays, and Holidays) after such occurrence.

B. The Union will be represented by properly designated stewards, one for each department. In addition, the Union will be represented by a Local Committee of not more than two (2) members, one (1) of whom will be designated as Chairman. The Union will be further represented by the President and Directing General Chairman, District Lodge 142 and/or his/her designee for dealing with the general officials of the Company.

C. All grievances, except for disciplinary and discharge cases, shall be settled on a quarterly basis in accordance with the following procedures:

**STEP 1:** The grievance shall be taken up by the Shop Steward or, in the case of a department or section thereof for which there is no Steward or Committeeman, the aggrieved party and the supervisor of the department involved. The supervisor shall give his answer to the grievance to the Shop Steward and/or Committeeman within three (3) days following its discussion in this Step.

**STEP 2:** If the grievance is not satisfactorily settled in Step 1, the grievance shall be reduced to writing on a form identical to Schedule C, signed by the aggrieved employees and may be referred by the Local Union Committee to the Department Manager or his designated representative. The appeal must be made in writing within five (5) workdays after the Step 1 decision, and the actual appeal must be presented at a hearing within seven (7) workdays from the date of appeal to Step 2. A written decision will be rendered by the Company within four (4) workdays after adjournment of the

hearing.

**STEP 3:** If the grievance is not satisfactorily settled in the preceding steps, the Union's President-General Chairman, or his designee, may refer the matter to the Vice President/General Manager, or his designee. The notice of intent to appeal the matter to Step 3 must be made in writing within ten (10) working days after the Step 2 decision. The Vice President/General Manager or his designee will meet with the Union's President-General Manager or his designee, at the earliest possible time, but not later than ten (10) working days after receipt by the Vice President/General Manager and endeavor to reach a settlement of the issues involved in the matter appealed. If unable to resolve the issues, the Company shall issue a written decision setting forth its position on the issues. In no event shall such written decision be issued later than five (5) workdays from the date of this meeting.

**STEP 4:** In the event the grievance is not satisfactorily settled in the preceding steps of the procedure, the Union shall notify the Company in writing within ten (10) days following the date of the Company's answer in Step 3, of its desire to process the grievance to arbitration in accordance with the provisions of this Agreement. In lieu of using arbitration in Step 4, grievance mediation would be utilized as follows:

1. The parties shall submit a joint request, signed by both parties requesting Federal Mediation and Conciliation Services (FMCS) assistance. The parties agree that grievance mediation is a supplement to, and not a substitute for, the steps of the contractual grievance procedure.
2. The grievant is entitled to be present at the grievance mediation conference.
3. Any time limits in the parties labor agreement must be waived to permit the grievance to proceed to arbitration should mediation be unsuccessful.
4. Proceeding before the mediator will be informal and rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes are confidential and content shall not be revealed.
5. The mediator shall conduct the mediation conference utilizing all of the customary techniques associated with mediation including the



use of separate caucuses.

6. The mediator has no authority to compel resolution of grievance.
7. In the event that no settlement is reached during the mediation conference, the mediator may provide the parties either in separate or joint session with an oral advisory opinion.
8. If either party does not accept an advisory opinion, the matter shall then proceed to arbitration in the manner and form provided in their collective bargaining agreement. Such arbitration hearings will be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during arbitration proceedings.
9. When the parties choose FMCS and the grievance mediation procedure, they have agreed to abide by these guidelines as established by FMCS, and they agree to hold FMCS and the mediator appointed by the Service to conduct the mediation conference harmless of any claim of damages arising from the mediation process.
10. The parties may stipulate to accept the mediator's opinion as final and binding upon the parties.

Notwithstanding the provisions set forth in the preceding portion of this paragraph (c), it is agreed that the grievances involving a discharge or disciplinary suspension shall be presented, in writing, in Step 2 of the grievance procedure within ten (10) days following the occurrences of the event giving rise to the grievance.

Grievances which are not presented within the applicable time limits shall be considered withdrawn. In the event the Company fails to give an answer within an applicable time, the grievance will automatically progress to the next step of the grievance procedure. It is understood and agreed that any of the time limits set forth in the grievance procedure may be extended by written agreement between the Company and the Union.

D. An authorized representative of the Union shall be permitted to visit the office of the Company at all reasonable hours and after notifying a representative of the Company, designated by it for such purposes, and will be permitted to visit the Company's shop during working hours to investigate any grievance arising under this Agreement, but he shall in no way interfere with the progress of the work.

E. It is agreed that the Company and the Union will make every effort to keep to a minimum the actual time spent in disposing of disputes or grievances. When the Stewards or

Committeemen are required to leave their work for the purpose of investigating, presenting and adjusting grievances, they will first obtain the permission of their immediate supervisor, or other responsible supervisor, before leaving their work and will again report to him upon their return. It is understood that grievances will not be processed in the presence of customers. No employee, Steward, or Committeeman shall suffer any loss of earnings while participating in any hearing or investigation.

F. Probationary employees shall not have recourse to the grievance procedure in the event of discharge or suspension within the probationary period. No employee who has completed his probationary period shall be discharged or placed on disciplinary layoff, or disciplined without a fair hearing before a designated representative of the Company, other than the one bringing complaint against the employee. Suspension from the Company pending the hearing, which shall be prompt, shall not be deemed a violation of this rule. At a reasonable time prior to the hearing, such employee and his duly authorized representative will be apprised, in writing, of the precise charge, and given a reasonable opportunity to secure the presence of necessary witnesses. A written decision will be issued within five (5) workdays after the close of such hearing. If the decision is not satisfactory, then appeal may be made in accordance with Step 3 of the grievance procedure.

The Local Union Steward, or his designee, will be notified immediately of any discharge or disciplinary layoff of any covered employee. If no one has been designated for a shift on which such discharge or disciplinary action occurs, such notification will be made when the Local Union Steward or his designee is available.

G. The grievance procedure, grievance mediation and arbitration provided for herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances as herein described; and the grievance procedure, grievance mediation and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment or settlement of any and all grievances as herein defined.

H. It is agreed and understood that arbitration is a continuation and part of the grievance procedure.

## **ARTICLE 9 ARBITRATION**

A. In the event that the Union or the Company submits a grievance to arbitration in accordance with the provisions of Article VIII, the arbitration board shall be selected according to, and shall be governed by, the following procedure:

The Board of Arbitration shall consist of three (3) members - one appointed by the Union,

one appointed by the Company, and one selected by the parties from a standing panel of three (3) impartial referees. The parties shall meet within fifteen (15) days after the Company's Step 3 decision, and each side (Union and Company) shall then strike one name each; the remaining name shall be the third member and chairman of the arbitration board. The dispute or grievance shall be presented to the Board of Arbitration, and the decision of the majority of such members shall be final and binding upon the parties to this Agreement and shall be complied with within five (5) working days after the decision is rendered.

It is understood and agreed that the Board of Arbitration shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of the Agreement. The Board shall have no power to add to, detract from, or to alter in any way the provisions of this Agreement.

Notwithstanding any other provision of this Article, and only in cases of grievances involving Article X, either party may invoke the arbitration procedure upon twenty-four (24) hours written notice. The parties shall waive the tripartite Board of Arbitration and shall meet within three (3) hours to select an impartial arbitrator from the list of permanent arbitrators. The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than twenty-four (24) hours after receipt of notice. Said arbitration proceeding pursuant hereto shall be held at the Company's office at Midway Airport, Chicago, Illinois, or such other place as designated by the arbiter. The arbitrator shall render a decision within three (3) hours of the close of the hearing. No continuance of the hearing may be allowed without consent of both parties. Failure of a party to appear shall not prevent the issuance of an award. The sole issue shall be whether the no strike-no lockout provisions have been violated. In the event that the arbitrator finds that the activities of either employees, the Union or the Company, or any or all of them, are in violation of the no strike-no lockout provisions of this Agreement, or threaten violations thereof, he shall as part of his decision, specifically order that all normal operations be resumed at once and that any offenders cease and desist from any then current, continued or perspective violation of the no strike-no lockout provisions of this Agreement. The award shall be final and binding upon the parties to the Agreement, and shall be complied with at once. In the event that none of the arbitrators from the permanent list of arbitrators are available to hear the case within twenty-four hours as required by this paragraph, the American Arbitration Association may be requested by either party to designate an arbitrator, which designation must be made within four (4) hours of the request.

B. Each party shall bear its own expenses in connection with the arbitration proceedings and shall equally share the fee and expenses of the arbitrator and other expenses as may be incurred by mutual agreement between the parties.

**ARTICLE 10**  
**STRIKE AND LOCKOUT**

A. During the life of this Agreement there shall be no strike, slowdown, sitdown, stay-in, boycott, sympathy strike, picketing, work stoppage or any other type of interference of any kind, coercive or otherwise, with the Company's business by the Union, any of its officers or representatives or any individual employee, and further, the Union shall do everything in its power to prevent its members, officers, representatives, and employees, either individually or collectively, from participating in any unauthorized strike, work stoppage, slowdown, or other activity aforementioned, including but not limited to, publicity disavowing such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately, and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order. In cases of unauthorized activity described herein, the Company may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Company agrees not to lockout or cause to be locked out any employees covered under the provisions of this Agreement.

**ARTICLE 11**  
**GENERAL AND MISCELLANEOUS**

A. Should there be any change during the life of this Agreement in governmental license requirements, all employees affected shall be given the length of time required by the governmental body demanding the license to obtain such license without change in status or pay. Any qualified employee, upon request, will be furnished with a certificate of eligibility by the Company for presentation to the proper government agency for procuring FAA or FCC license.

B. It is the policy of Signature Flight Support that only designated persons are allowed to release the following reference information on former employees: starting and ending date of employment, job title and job description. "Reason for leaving" is not revealable information unless required by applicable law. The Company, if provided with written authorization by the employee, will release payroll records for mortgage and loan applications.

C. If new equipment is put into service by the Company, affected employees shall be given reasonable opportunity to become familiar with the new equipment without change in classification or rate.

D. All notices to an employee under this Agreement, involving a change in assignment, promotion, demotion, furlough, leave of absence, schedule change, discharge or

disciplinary action shall be given in writing, a copy of which shall be given to the Local Union Steward.

E. Non-bargaining unit employees including supervisory employees not covered by this Agreement, shall not perform bargaining unit work, which will result in a covered employee losing regular or overtime pay, except when training or instructing covered employees, or in case of an emergency. It is agreed that the protection of Company and customer property against the elements may be considered an emergency.

F. A locked bulletin board will be provided by the Company at a location mutually agreed upon, marked "International Association of Machinists and Aerospace Workers", for posting of notices.

G. The Company will furnish each employee a copy of this Agreement.

H. Each employee shall be responsible for keeping the Company advised of his correct address and telephone number. The Company will rely upon the most recent address and telephone number of file as correct.

I. In the event of a death in his immediate family (parents, sister, brother, spouse, child, domestic partner, mother-in-law, father-in-law and grandparents), a covered employee will be allowed up to four (4) days absence from work without loss of straight time pay. In the event of the death of a brother-in-law or sister-in-law, a covered employee will be allowed one (1) day absence from work without loss of straight time pay for the purpose of attending the funeral. Satisfactory proof of eligibility for time off will be furnished upon request by the Company.

J. Letters of warning and notices of discipline shall remain active in the employee's file for a period of twelve (12) months from date of issuance except for incidents of gross misconduct. Thereafter such notices will not be considered valid for any progressive discipline.

K. In the event a covered employee is called for Jury Service, he will be paid the difference between his straight time earnings at the time he was called and the amount he receives for such service for each day he is absent from work as a result of his call up to a maximum of five (5) days, forty (40) hours in any calendar week.

When an employee is required by the Company or one of its agents to appear in any court for the purpose of testifying on behalf of the Company, the employee shall suffer no loss in pay for up to eight (8) hours at his straight time base rate if such court appearance conflicts with and prevents him from working on his normally scheduled shift. If the employee is summoned or subpoenaed to court by other parties or for the purpose of testifying in his own behalf, no such compensation will be paid.

Payment by the Company shall be conditioned upon the employee providing a certified court document setting forth dates of service as a juror.

L. Except in servicing of flights, no work shall be performed out of doors during

inclement weather where shelter is reasonably available.

M. Employees assigned to perform work at locations away from Midway Airport where no hangar is available will be paid a premium of thirty-five cents (\$.35) per hour for all hours spent on such assignment.

N. As long as the Company has control of the present parking facility adjacent to the hangar, the Company will provide parking for the employees at no cost.

O. The Union Steward plus one (1) representative of the union shall not suffer any loss of pay for straight time hours of working opportunity lost, subject to a maximum of eight (8) hours per day, as a result of hours spent in contract negotiations with the Company.

## **ARTICLE 12**

### **INSURANCE BENEFITS**

A. During the term of this Agreement, the Company will continue to provide group insurance benefits. Said Plan shall be provided by the Company's designated carrier. For an employee to be eligible to receive coverage, he/she must meet the eligibility requirements and complete the required insurance paperwork and applications within time limits set forth by the Human Resource Department. The following shall apply:

1. Employees will contribute to the cost of insurance at the same level of corporate wide participants.  
The employee portion of insurance premiums will be deducted from an employee's pay upon written or electronic authorization. During absences from work, employees will be responsible for payment of their share of contribution. In the event there is a change in the employee contribution rates toward premium costs in the Corporate Plan, employees receiving health care coverage will be required to make such contributions in accordance with the amounts set forth in the Corporate Plan.
2. Medical, dental and vision shall be the Company standard plan.
3. Life insurance shall be provided and in accordance with the Company standard plan.
4. Life insurance shall be subject to insurance age reduction provisions when an employee reaches age 65. Accidental Death and Dismemberment shall be provided and in accordance with the Company standard plan.
5. Company standard flexible spending accounts effective at annual open enrollment.
6. A short-term and a long-term disability plan shall be provided and in

accordance with the Company standard plan.

7. In the event there is a change in the law (The Affordable Care Act and any amendments thereto) which mandates a change in the health insurance benefits provided for under the CBA, the parties agree, upon written request by either, to meet and negotiate regarding such changes and that no changes shall be implemented (unless mandated by law) until such time as the parties conclude said negotiations. Any changes agreed upon must comply with the law and avoid any applicable penalties due to the Affordable Care Act and/or any other government legislation.

## **ARTICLE 13**

### **VACATIONS**

A. Employees will be eligible for annual paid vacations in accordance with the regulations herein set forth.

B. Employees will be eligible for annual paid vacation in accordance with the chart below.

Years of Service	Yearly Benefit
0-5	10 days
6-9	15 days
10-22	20 days
23+	25 days

In any calendar month, fifteen (15) days or more of service with the Company shall be considered a full month and less than fifteen (15) days shall not be considered.

Full-time employees starting work prior to the 16<sup>th</sup> day of the month will accrue vacation time from the first day of the month in which they were employed. Employees starting on the 16<sup>th</sup> day of the month or later will begin to accrue vacation time from the first of the following month. Employee separating from the company prior to the 16<sup>th</sup> day of a month who meet the criterion for receiving vacation, will not accrue said month. Employees separating on the 16<sup>th</sup> day of the month or later, who qualify for receiving vacation, will accrue for said month.

For the 1<sup>st</sup> year of employment vacation will be calculated on a pro-rated basis. The calculation will be based on the date of hire through 12/31 of the year of hire and will be eligible for use as of 1/1 of the following year. For example: Date of hire 6/11/07, as of 1/1/08 the

employee would have 54 hours to take. Employees reaching the next tier in the vacation schedule will be awarded that tier as of 1/1 and will not have to wait until their anniversary date to receive.

Employee's must meet continuous service requirements and work a minimum of 1600 hours in the preceding year to receive the vacation award as indicated in the schedule below. Those working less than 1600 hours will receive a pro-rated amount.

C. Holidays recognized by this Agreement at the beginning or end of a vacation period or falling within a vacation period will not be considered as part of the vacation. Holidays falling within a vacation period will be taken by extending the vacation period one (1) day for each such holiday.

D. The employee may take his vacation at any time during the twelve (12) months period following his date of eligibility, subject to department vacation schedules and the demands of the Company's operations. Vacation leave shall not be cumulative and must be taken during said period. Under normal circumstances, two (2) weeks' notice to the Company of intent to take vacation is required.

E. Compensation for the vacation period shall be computed at the employee's regular rate (including shift differential) in effect at the same time the vacation is taken.

F. An employee who has acquired one (1) full year or more of continuous service and who is thereafter separated from the Company's employ for any reason other than for just cause shall be entitled, upon such separation, to receive payment for vacation credit earned in the previous year but not taken. Should an employee be re-employed after receiving vacation pay in accordance with the foregoing when separated from the Company, he will become eligible for his next vacation after he has accrued another year of continuous service from the date of his reemployment.

G. Employees with 15 or more vacation days may choose to sell (be paid out for) up to five (5) of those days. Payout requests must be made in increments of eight (8) hours up to a total of 40 hours and will be made in December of each calendar year. The payout rate will be computed at the employee's base hourly rate in December.

## **ARTICLE 14**

### **SAFETY AND HEALTH**

A. The Company shall continue to furnish and maintain safe and healthful sanitary conditions, including proper first aid kits, off premises medical attention as may be necessary, clean and adequate locker accommodations, washing facilities and toilets, and eye wash station with an emergency hand wash attachment. All employees using these facilities will be expected to cooperate in keeping them in a neat and orderly condition. The Company will attempt to provide



a shower in the new facility.

B. Any unsafe or unsanitary working conditions will be reported to the Local Union Steward or Union Safety Committee member who will bring it to the attention of the Company. A prompt investigative action shall be taken by the Company.

C. Proper and modern safety devices shall be provided for all employees working on hazardous or unsanitary work; such devices shall be supplied by the Company. When available, the employee will be expected to use them. Company supplied equipment will be replaced when worn out equipment is turned in at no cost to the employee. If an employee needs Company issued equipment and is unable to turn in worn equipment he/she will pay the Company cost for a replacement.

D. The Company will furnish, at no cost to the employees, rain suits, parka, spring jackets, and rubber gloves. Employees shall be entitled to a safety shoe allowance of up to \$150.00 annually. The laundering of all uniforms shall be the responsibility of the employee.

E. No employee will be discharged or suspended for refusing to work on a job that is not reasonably safe and sanitary or which might endanger his health.

F. The Company agrees to furnish adequate sound suppressors as required by the work involved to covered employees at no cost to the employee.

G. A Safety Committee composed of one (1) employee and one (1) Company representative will meet regularly once each month for the purpose of reviewing the Safety Program, inspecting equipment and facilities to observe safe and sanitary condition, and to consider recommendations for improving the Safety Program, which it may submit to the General Manager. Monthly meetings are to be held unless it is mutually agreed to cancel them.

By mutual agreement, the Committee may be called together to investigate specific safety conditions. Employee representatives will not suffer a loss of regular straight time hourly earnings by reason of attendance at Safety Committee meetings.

The Company will designate one (1) of the Company members of the Safety Committee as Safety Supervisor. His responsibility will include investigating questions regarding safety brought to his attention by Union members of the Safety Committee and to advise such Union members of his findings and any action taken.

Safety rules will be established by the Company and reviewed with the Safety Committee and Safety Supervisor.

Safety rules will be established by the Company and reviewed with the Safety Committee prior to posting or distributing to employees.

The Safety Committee shall encourage the observation and enforcement of safety rules and furtherance of the Safety Program.

The Union representative assigned to service the Agreement as well as the General

Manager of the Company may participate in the Safety Committee meetings and inspections.

It shall be the duty of the General Manager to see that all applicable State, Municipal and Federal safety and sanitary laws and regulations are complied with.

**H. DRUG AND ALCOHOL POLICY**

The Company and Union agree to follow the Company's Drug and Alcohol policy in accordance with Federal and State law. The Company and Union agree to follow the Company's Drug and Alcohol policy in accordance with Federal and State law. The Company Drug and Alcohol policy includes a random drug testing program for non-DOT employees. Random testing will be conducted according to the procedures outlined in the Drug and Alcohol policy which includes use of oral swabs for random, post-accident and/or reasonable cause testing. Random testing will be conducted according to the procedures outlined in the Drug and Alcohol policy which includes use of oral swabs for random, post-accident and/or reasonable cause testing.

I. The Company agrees to provide GSE Mechanics with \$250.00 per contract year to purchase basic tools provided that they purchase and/or replace the same types of tools they currently purchase now unless otherwise authorized by management.

**ARTICLE 15  
RIGHTS OF MANAGEMENT**

A. Except as limited by the specific provisions of this Agreement, the management of the business and direction of the working forces, including, but not limited to, the right to hire, promote, suspend or discharge for just cause, to assign to jobs, to transfer employees within the shop, to increase and decrease the working force, to determine craft and products to be handled, produced or manufactured, to create new departments and close existing departments, to establish schedules of production and the methods, processes and means of production or handling, is vested exclusively in the Company, provided that nothing herein will be used for the purpose of discrimination against the employees because of membership in or legitimate activity on behalf of the Union.

**ARTICLE 16  
LEAVE OF ABSENCE**

A. Where a justifiable reason exists and where the requirements of the business will permit, any employee covered by this Agreement will, upon proper application to the Company, be granted a leave of absence in writing, without pay for a period not to exceed thirty (30) days and the local designated representative of the Union will be notified of all such leaves granted.

B. Employees accepting full time employment with the Union as representatives of the employees covered by this Agreement shall be granted a leave of absence without pay by the Company for a period not to exceed one and one-half (1-1/2) years, unless extended by mutual agreement of the parties. An employee on leave of absence for this purpose shall retain and continue to accrue seniority.

C. Employees covered under this Agreement shall be granted time off without pay to attend Union business, Union conferences and International Conventions or other legitimate Union business but to include no more than two (2) employees at one time. Such request shall be made in writing by the accredited full time IAM Representative assigned to service the Agreement or from the Recording Secretary of the Local Lodge of the Union.

D. The re-employment and seniority status of any covered employees who, while in the active service of the Company, entered the Armed Forces of the United States, shall be governed by the provisions of the Uniform Service Employment and Re-employment Rights Act of 1994, as amended, or other applicable legislative enactment.

E. **FAMILY AND MEDICAL LEAVE:** The Company and the Union agree to adopt the Company's Family Medical Leave Act Policy in accordance with Federal and State Law.

## **ARTICLE 17**

### **SICK LEAVE**

A. Employees will be credited with one-half (1/2) day of sick leave for each month worked during their first six months of employment and one (1) full day for each month worked during their second six (6) months of employment. After the completion of one (1) year of work, an employee will have a total of nine (9) full days of sick leave credit, and will continue to accrue one (1) day of sick leave credit for each month worked up to a maximum of one hundred (100) days. For this purpose, time on vacation shall be considered time worked.

B. Non-occupational sick leave with pay will be granted to eligible employees to the extent of their accumulated sick leave credit in cases of actual sickness or injury. Sick leave pay will begin on the 1<sup>st</sup> day of the absence regardless of the reason for the absence on the basis specified below:

1. Once an employee accrues one hundred (100) days of sick leave which he shall be able to use as heretofore, he shall no longer accrue any sick leave, but shall earn an attendance bonus under the below plan herewith adopted in lieu of sick days. Such employee shall have the opportunity to earn an attendance bonus of three (3) days time off or pay in lieu thereof each quarter (13

week period), based on his individual work attendance record. Days earned under the attendance bonus plan will be treated as either vacation or personal days and will be bid according to business requirements and seniority. Days earned can be cumulative up to a maximum of twelve (12) days per twelve (12) month period.

2. To qualify, each employee must report for work and complete his normally scheduled work shift every day during each calendar quarter. No excuses for absence shall be accepted other than absence due to:
  - (1) Jury duty;
  - (2) Bereavement leave;
  - (3) Hospitalization for more than twenty-four (24) hours;
  - (4) Union business.
3. The Union agrees that the Company has the right to investigate any of the above conditions. Any false claims shall be considered just cause for discharge.
4. More than two (2) lateness in any quarter and/or leaving early shall disqualify an employee from the attendance bonus herein for that quarter. An excused absence by the Company shall not affect this eligibility. The attendance bonus is for the sole purpose of rewarding and encouraging employees to meet their work schedule and is not to be construed as condoning unexcused or excessive absences.
5. When such sick leave is granted, the number of days paid will be charged against the number of days credited to an employee, and thereafter one (1) day for each month of continuous service shall again be credited to the employee until the total credit again reaches one hundred (100) days. The number of days of sick leave paid will be charged against the sick leave credited to an eligible employee.

C. Employees must submit requests for sick leave pay via the Company sponsored timekeeping system no later than the end of the pay period following return to work. The Company shall have the right to require a doctor's certificate before paying any request for sick leave.

D. Employees who leave the Company for reasons of illness, total disability or who retire after twenty (20) years of continuous Company employment may receive payment for

accrued sick leave credit. Such payment may be made to the employee's estate, if applicable.

E. A minimum of one (1) hour call in is required when calling in sick; a minimum of a two (2) hour call in is required for all PM shifts or it will result as the absence being considered a no call, no show and appropriate disciplinary action will be taken.

F. The Union recognizes the obligation of employees to be truthful and honest in connection with sick leave pay and agrees that making a false claim for sick leave pay is just cause for discharge.

G. An employee who suffers an injury arising out of and in the course of employment shall not lose pay from his regularly scheduled hours of the day of such injury by reason of taking time off to receive medical attention or being ordered not to return to work by the medical authority in attendance. Employees will not be compensated if the medical authority releases the employee to return to work (under full or modified duty) and the employee chooses not to return to work.

H. When it is necessary for an employee to be absent from work because of occupational injury he will be covered by the State laws of Illinois in regard to being compensated for those days off due to such occupation injury.

I. **Perfect Attendance Program** – Employees who have completed one (1) year of service, who have not accumulated 100 (one-hundred) sick days, shall be eligible to earn an attendance bonus of one day per quarter, (13 week period), in the same method and manner by which perfect attendance for employees who have accumulated 100 (one-hundred) sick days. Days earned under this program can be cumulative of four per 12 (twelve) month period. Employees who have accumulated 100 (one-hundred) sick days shall not participate in this program.

## **ARTICLE 18 PENSION PLAN**

A. Under the provisions of a Pension Plan covering employees covered by this Agreement and which became effective as between the parties hereto on June 11, 1970, said Plan shall be amended, effective June 12, 1972 to provide:

1. Any employee who completes at least five (5) years of continuous service shall be entitled to receive a retirement benefit as provided in the Plan upon attainment of his normal retirement date and payable during his lifetime. Normal retirement is defined as when the employee reaches age sixty-five (65), or age sixty (60), with thirty (30) years of continuous service.
2. The pension benefit for all employees will be calculated in the following manner:
  - a. For each year of continuous service from the individual date of hire

up to June 11, 1977, the pension benefit will be \$2.00 per month for each year of such service.

- b. For each year of continuous service between June 11, 1977 and June 10, 1978, the pension benefit will be \$4.00 per month for each year of such service.
- c. For each year of continuous service between June 11, 1978 and June 10, 1980, the pension benefit will be \$6.00 per month for each year of such service.
- d. For each year of continuous service between June 11, 1980 and June 10, 1983, the pension benefit will be \$8.00 per month for each year of such service.
- e. For each year of continuous service between June 11, 1983 and June 10, 1986, the pension benefit will be \$10.00 per month for each year of such service.
- f. For each year of continuous service between June 11, 1986 and June 10, 1988, the pension benefit will be \$12.00 per month for each year of such service.
- g. For each year of continuous service between June 11, 1988 and June 10, 1989, the pension benefit will be \$14.00 per month for each year of such service.
- h. For each year of continuous service between June 11, 1989 and June 10, 1990, the pension benefit will be \$15.00 per month for each year of such service.
- i. For each year of continuous service between June 11, 1990 and June 10, 1991, the pension benefit will be \$16.00 per month for each year of such service.
- j. For each year of continuous service between June 11, 1991 and June 10, 1993, the benefit will be \$17.00 per month for each year of such service.
- k. For each year of continuous service after June 11, 1993, the benefit for future service will be \$20.00 per month for each year of such service.
- l. For each year of continuous service after June 11, 1994, the benefit for future service will be \$22.00 per month for each year of such service.
- m. For each year of continuous service after June 11, 1995, the benefit for future service will be \$24.00 per month for each year of such service.
- n. For each year of continuous service after June 11, 1996, the benefit for future service will be \$26.00 per month for each year of such service.

B. The Company will provide the standard employer 401(K) Plan (with eligibility requirement per the Plan which may be subject to change) and freeze the current Pension Plan as of the date of the implementation of the 401(k) Plan.

## **ARTICLE 19**

### **ALTERATION OF AGREEMENT**

A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or covenants contained in this Agreement shall be made by any employee or group of employees with the Company and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties and same has been ratified by the Union.

B. The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions of this Agreement.

## **ARTICLE 20**

### **STATUS OF AGREEMENT**

A. This Agreement supersedes any and all agreements existing or previously executed between the Company and the Union or individual affecting the employees covered by this Agreement.

B. All provisions of this Agreement shall be binding upon the successors or assigns of the Company.

## **ARTICLE 21**

### **SAVINGS CLAUSE**

A. In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

## **ARTICLE 22**

### **DURATION AND TERMINATION**

This Agreement shall become effective June 11, 2019 and shall remain in effect through

June 10, 2022 thereafter until either party serves a sixty (60) day written notice, specifying a desire to modify or terminate this Agreement.

Within fifteen (15) days of the receipt of such notice to modify or terminate, the Union and Company shall commence negotiations, unless it is mutually agreed to extend the number of such days beyond fifteen (15).


If at the end of the sixty (60) day period, an agreement has not been reached, this Agreement shall continue in effect unless a notice to terminate was served at the beginning of the sixty (60) day period. If the original notice was to modify, this Agreement may be terminated upon five (5) days notice on or after the fifty-fifth (55th) day. During this five-day period, negotiations shall continue at the request of either party.

The parties shall exchange contract proposals on all items to be negotiated no later than the first negotiating meeting.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on this 20<sup>th</sup> day of May, 2020.

**FOR INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO**

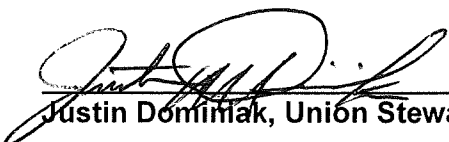
**FOR SIGNATURE FLIGHT SUPPORT  
MIDWAY, INC.**

BY:   
John Coveny, General Chair

BY:   
Mark Costa, Director

BY:   
Gregory Smith, Union Steward

By:   
Bernard Phillips, Union Steward

By:   
Justin Dominiak, Union Steward



## SCHEDULE "A"

"1. The wage scales set forth below shall be effective June 11, 2019:

### LST/Air Concierge:

	6/11/19	6/11/20	6/11/21
Starting Rate	\$15.00	\$15.38	\$15.76
6 months	\$15.50	\$15.89	\$16.28
12 months	\$16.00	\$16.40	\$16.81
18 months	\$16.50	\$16.91	\$17.34
24 months	\$17.00	\$17.43	\$17.86

### GSE Mechanics:

	6/11/19	6/11/20	6/11/21
Starting Rate	\$22.50	\$23.06	\$23.64
6 months	\$23.00	\$23.58	\$24.16
12 months	\$23.50	\$24.09	\$24.69
18 months	\$24.00	\$24.60	\$25.22
24 months	\$24.50	\$25.11	\$25.74

### Facility Maintenance:

	6/11/19	6/11/20	6/11/21
Starting Rate	\$18.75	\$19.31	\$19.89
6 months	\$19.25	\$19.82	\$20.41
12 months	\$19.75	\$20.34	\$20.95
18 months	\$20.25	\$20.85	\$21.47
24 months	\$20.75	\$21.27	\$21.80

2. All employees with less than 24 months of service will be moved to the appropriate step in the scale as identified above effective June 11, 2019.
3. All employees who have completed 24 months of service who have not reached the top of scale as identified above will be moved to the top of the scale effective June 11, 2019.
4. All employees who received wage increases as a result of the scale increases above, will, when coming out of scale during the life of the Agreement, receive a general increase of 2.5% on each anniversary of the Agreement.

5. All employees who did not receive wage increases as a result of the scale increases set forth above will receive a general wage increase of 2.5% on each anniversary of the Agreement.

6. Lead LST to receive one dollar (\$1.00) above top rate of respective job classifications. Where the Company temporarily appoints a lead LST, he shall receive leadman differential while performing lead LST duties. Lead LST shall not have the authority to hire, discharge, discipline or approve matters relating to wages or working conditions.

7. Line Service Technicians performing additional assigned quality control duties will be paid a \$1.00 quality control differential per hour for the entire shift the work is performed.

**SCHEDULE "B"**  
**JOB DESCRIPTIONS**

It was agreed to move "janitorial work" to the inclusion section of the line service man job description and that janitorial work could only be performed between the hours of 6:00 am and 8:00 pm.

**Lead Serviceman**

Performs various duties required to direct and lead the work of employees in the Line Service Classification. Must be familiar with the duties of the Line Serviceman Classification and shall perform the duties thereof as required. May be required to give on-the-job training and instruction to employees in the Line Serviceman Classification. Is responsible for reporting delays, accidents and incidents to appropriate management personnel. Works under minimum supervision.

**Line Serviceman**

Performs all necessary duties required in connection with the servicing and refueling of airplanes including, but not limited to, transporting customers and other persons in vehicles operated by the Company, driving all types of trucks, tractors, and automotive equipment, assisting passengers and crews with luggage, servicing aircraft and automotive equipment with fuel, oil, water and other related fluids, operations of bulk fuel and oil stations (including the maintenance of inventory records and checking for presence of water), cleaning, washing and polishing of aircraft (interior and exterior), parking, chocking, moving and providing fire guard to all aircraft arriving or leaving the flight line, unloading and loading packages, mail, credit, etc., cleaning of equipment utilized, maintain same in a clean and safe conditions but shall not perform work of a mechanical nature, and janitorial work in and about the buildings and premises operated by the Company. Works under general supervision.

**Facilities Maintenance Technician**

Performs building maintenance duties including, but not limited to, carpentry, painting, masonry, plumbing, electrical, landscaping and other related duties required in connection with maintaining, repairing, altering and constructing buildings and other equipment utilized by the Company. Works under general supervision.

**Air Concierge**

Handles and coordinates customer requests in a professional and courteous manner to ensure excellent customer service. Duties include but not limited to, meeting and greeting all customers from the ramp and/or parking area, assisting customers with loading and unloading of luggage, escorting customers to and from the parking area to aircraft or vehicles, complying with the Company's customer service, safety and security policies and procedures, communicating passenger information with crew and Company personnel, providing valet service for all rental cars, maintaining and stocking customer amenities in the conference room, coffee bar, bathrooms, pilot's lounge, vending and phone booths, maintaining cleanliness in all areas of the facility. When a vacancy occurs, the position will be posted as outlined in this agreement. Employees that meet the minimum qualifications for this position may express interest in the open position. The Company will select the most qualified individual for the position utilizing a combination of factors including attendance, experience, work performance, safety record, attitude, and compliance with Company policies and procedures. If all factors are equal, the person with the highest seniority will be selected for the position. This position will not be subject to section III for purposes of bidding or changes in work force size.

**GSE Mechanic**

Performs work of a mechanical nature required in connection with the maintenance and operation of automobiles and vehicles used by the Company, including, but not limited to dismantling, repairing, painting, assembling, testing, welding, maintaining the electronic record keeping system/work orders and other related duties as requested or assigned. May be required to perform work in lower rated classifications. Must be able to perform the job duties outlined to the satisfaction of the Company.

# SCHEDULE "C"

## GRIEVANCE FORM

Official Grievance Form

\_\_\_\_\_  
YEAR

Grievance # 00001

District 142 International Association of Machinists and Aerospace Workers / Signature Flight Support

Employee Name	Employee No.	Dept. No.	Grievance Occurred at (Time) AM PM	Date Filed
	Employee Classification	Station No.	On (Date)	

Statement of Grievance Presented for Settlement (Indicate provisions of contract or company policy, if known)

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I hereby authorize the IAMAW, District 142, with full power of attorney, to represent me in all stages of grievance procedure in representing and settling this grievance

Signed \_\_\_\_\_ Signed \_\_\_\_\_  
WITNESS EMPLOYEE

**STEP ONE DECISION**

Date and Time  
Received by Company \_\_\_\_\_

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Company Representative _____	Local Committee Representative _____
SIGNATURE/DATE	SIGNATURE/DATE
TITLE	TITLE

ACTION TAKEN \_\_\_\_\_

**STEP TWO DECISION**

Date Received \_\_\_\_\_

Date Discussion Held \_\_\_\_\_

ANSWER \_\_\_\_\_

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Company Representative _____	Local Committee Representative _____
SIGNATURE/DATE	SIGNATURE/DATE
TITLE	TITLE

ACTION TAKEN \_\_\_\_\_

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DISTRIBUTION: 1- FORWARD FOR PROCESSING 3 - 1ST STEP SUPERVISOR  
2- FORWARD FOR PROCESSING 4 - GRIEVANT

NOTE: All information must be typed or printed

UNDoc1  
Order # 142

## SCHEDULE "D"

### DAY TRADES

The Employer will allow all employees covered by this Agreement, the privileges of day trading work assignments with co-workers under the following conditions:

#### 1. DEFINITIONS

(a) **Schedule Employee**

Means the employee who is regularly scheduled to work on the day trade and who will not be paid for the day trade.

(b) **Working Employee**

Means the employee who works and is paid for working the Scheduled Employee on the day trade.

#### 2. GUIDELINES

- (a) Subject to the advise of approval of management, employees who have been trained and currently working proficiently in the same classification and employment status of the **Scheduled Employee** may be permitted to day trades.
- (b) Twenty-four (24) hour notification to the Employer prior to such day trade is required.
- (c) A day trade is not authorized until approved in advance by completing the appropriate request form provided by the Employer.
- (d) Employees may not take day trades during their introductory period.
- (e) Day trades must be worked within the same workweek.
- (f) No cash payment may be made between employees in connection with day trades.
- (g) Day trades are not subject to overtime and premium pay.
- (h) Once a day trade has been approved, the **Working Employee** is responsible for ensuring that scheduled work time is performed. Failure to comply with any of the above guidelines will result in disciplinary action subject to the attendance policy and loss of date trades privileges as follows:

**First Offense:**            *Loss of privilege, ninety (90) days*  
**Second Offense:**       *Loss of privilege/six (6) months*  
**Third Offense:**         *Loss of privilege/one (1) year*

- (i) No day trade shall be approved that would cause a full time **Working Employee** to work more than one (1) double shift in any given workweek.

The above privilege shall not be subject to the grievance procedure herein this agreement.

## SCHEDULE "E"

### ASSIGNMENT AND AUTHORIZATION FOR CHECK-OFF OF UNION INITIATION OR REINSTATEMENT FEES AND DUES

TO: SIGNATURE FLIGHT SUPPORT

I, \_\_\_\_\_  
Please Print (Name) First      Middle Initial      Last

hereby assigned to the International Association of Machinists and Aerospace Workers the amounts required to pay my initiation or reinstatement fees and my regular monthly Union dues, on account of membership dues in Lodge No. 1487, International Association of Machinists and Aerospace Workers, and I hereby authorize and direct **SIGNATURE FLIGHT SUPPORT-MIDWAY, INC.** to deduct such amounts from my earned pay, including sick leave payments, beginning with the current month.

This authorization and assignment will be effective and irrevocable for a period of one (1) year from this date, and up to the termination date of the current collective bargaining agreement, whichever occurs sooner. It shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable, unless revoked by me within five (5) days after any irrevocable period hereof. Such revocation shall be effected by written notice, sent by certified or registered mail, return receipt requested, to the Company and the Union within such five (5) day period.

**Job Title:**  
**Signature of Employee:**  
**Home Address:**

Date:  
Forward one copy to Financial Secretary, Lodge No. 1487.

## **SIGNATURE FLIGHT SUPPORT**

### **COMPANY RULES**

The policy of Signature Flight Support is to have as few fixed rules as possible regarding the personal conduct of employees, since it endeavors to employ only persons of good character and judgment, whose normal behavior will promote efficiency and mutually satisfactory working relations.

To take care of exceptional situations, however, the Management has found it desirable to list certain acts, which among others, are to be considered proper cause for disciplinary action or discharge, unless this involves a situation which conflicts with the current Union Agreement - in which case, the Union Agreement shall prevail.

An initial violation of rules in Group I will result in a written reprimand; a second violation will result in suspension; and a third violation will result in discharge.

An initial violation of rules in Group II will result in a suspension; and a second violation will result in discharge.

Violations of rules in Group III will result in immediate discharge, except in cases where unusual circumstances exist.

Violations of rules in Group IV will result in the progressive disciplinary action as shown.

#### **GROUP I**

1. Leaving the job or visiting other departments during working hours without the permission of a supervisor.
2. Carelessness or negligence resulting in excessive scrap, damage, waste, loss or inferior work.
3. Loafing or failure to perform work in accordance with Company standards.
4. Being on Company property without authority.
5. Disregard of good housekeeping practice or contributing to unsanitary conditions.
6. All solicitations of any type and the distribution of literature are prohibited during working time. The distribution of literature by employees is prohibited at all times in work areas.
7. Defacing or tampering with bulletin boards, posting or removal of notices without authority.
8. Malicious gossip or slander.
9. Minor violations of established safety rules.
10. Minor offenses occurring often enough to be a major problem
11. Lining up or congregating around time clocks before lunch or quitting time.
12. Failure to wear ear protective devices when exposed to high noise levels in the regular performance of the job.

#### **GROUP II**

1. Interfering with other employees in the discharge of their duties.
2. Unauthorized tampering with or operating equipment to which employee is not assigned.



3. Horseplay or practical jokes on other employees of a serious nature, or in the vicinity of customer aircraft, or in view of traveling public.
4. Sleeping during working hours.
5. Smoking in prohibited areas.
6. Failure to carry out the instructions of supervisors.
7. Personal work on Company time.
8. Disregard of Company operating procedures.
9. Driving equipment at excessive speeds.
10. Using personal devices on person during working hours without Supervisors/Managers approval.

### **GROUP III**

1. Theft or unlawful taking of Company property or the property of other employees or customers.
2. Willful damage of machinery, equipment or material, or defacing of Company property or that of other employees or customers.
3. Gross carelessness resulting in damage to customer aircraft.
4. Possession of deadly weapons on Company property.
5. Sabotage.
6. Immoral or indecent conduct.
7. Misrepresentation of material facts in obtaining employment.
8. Fighting or deliberately injuring another person.
9. Intentional falsification of work-related records.
10. Advocating, or being a member of or affiliated with any organization which advocates the overthrow of the U.S. Government.
11. Engaging in any activity in violation of Article X of the Union Agreement or refusing to cross a picket line in violation of this Agreement.
12. Intimidating, coercing, threatening or assaulting another person.
13. Insubordination - refusal to perform or carry out orders.
14. Consuming intoxicating liquor on Company property, or use of narcotics or controlled substances without prescription.
15. Refusal to submit to a physical examination by a physician of the Company's designation at any time during periods when an employee is on sick leave.
16. Conviction of any crime of a serious nature.
17. Gambling on Company property.
18. Signing another employee's name on a job bid.
19. Solicitation of tips or gratuities from customers.
20. Gross carelessness or recklessness, or flagrant violation of safety rules.
21. Failure to report an accident in which an employee is involved.
22. Punching another employee's time card.
23. Bringing intoxicants, or narcotics, or controlled substances without a prescription onto Company property.
24. Being absent from work for three (3) consecutive working days without proper notification to the Company.
25. Deliberate sleeping during working hours.



## **Employee Information Guide – Union Employees**

### **EMPLOYEE ACKNOWLEDGMENT**

I understand that the Employee Information Guide describes important information about Signature Flight Support and that I should consult local Management regarding any questions not answered in this guide. I further understand that due to differing state and local laws, and airport regulations, some policies outlined in this guide may not be applied as written. I will check with local Management or Human Resources to determine which policies in this guide are different for my respective location.

I also understand where this guide conflicts with the collective bargaining agreement, the agreement will prevail over the Employee Information Guide.

I acknowledge receipt of the Signature Flight Support Employee Information Guide and agree that it is my responsibility to read, understand and comply with the policies established by the company and any revisions made to it, including the Drug and Alcohol Policy section contained in this guide.

Because provisions of the Employee Information Guide are subject to change, I further understand that revision to the Employee Information Guide may supersede or eliminate one or more existing policies.

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Employee's Name (Please Print)

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Employee's Signature

Date: \_\_\_\_\_

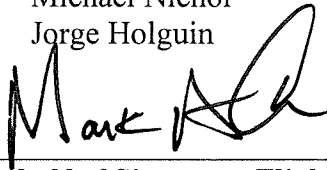
March 23, 2020

**Side Letter of Agreement**

This side letter will reflect the understanding reached by the parties on at negotiations for the 2019-2022 collective bargaining agreement ("CBA").

The following employees will receive a one-time 3% pay adjustment effective June 11, 2019 in addition to the 2.5% provided for in the November 8, 2019 Memorandum of Agreement. As such, these employees will receive a 5.5% increase effective June 11, 2019. Each subsequent contract anniversary date these employees will be eligible for the general wage increases set forth in the CBA. The only employees entitled to this one-time adjustment are as follows:

Victor Zlinskas  
Andre Stephenson  
Leo Pietraszek  
Carlos Flores  
Michael Nichol  
Jorge Holguin

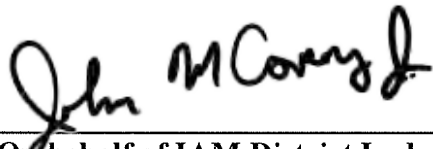


On behalf of Signature Flight Support

Gregory Smith  
Xian Zhang  
Robert Frederick  
James Fitzpatrick  
Matthew Crowson  
Bernard Phillips

5.20.2020

Date



On behalf of IAM District Lodge 142

6/18/2020

Date