

**Jetstream Ground Services – PHX**

**Collective Bargaining Agreement by and between**

**JetStream Ground Services – PHX**

**and the**

**International Association of Machinists**

**And Aerospace Workers**



**Date of Ratification ~~2019~~ 2021 – December 31,**

**~~2021~~ 2023**



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1 **Article 2 – Recognition**

2 The Company hereby recognizes the International Association of Machinists &  
3 Aerospace Workers as the exclusive representative for the purpose of collective  
4 bargaining as provided by the National Labor Relations Act, as amended, of its  
5 employees at Sky Harbor International Airport, Phoenix, Arizona in the classifications  
6 referred to under Job Descriptions in this Agreement. It covers the work involved in  
7 cleaning customer aircraft and company facilities, receiving, warehousing, and  
8 distribution of products necessary to clean Customer and Company equipment/facilities  
9 and the completion of Company records and forms as required in the performance of  
10 these duties.

1 **Article 3 – Seperability and Savings Clause**

2 If any Article or section of this Agreement or any addenda thereto should be held  
3 invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance  
4 with, or enforcement of, any Article or section should be restrained by such tribunal, the  
5 remainder of the Agreement and addenda shall not be affected thereby, and the Parties  
6 shall enter into collective bargaining negotiations within 30 days for the purpose of  
7 reaching a mutually satisfactory replacement for such Article or section protecting the  
8 employees' rights.

1 **Article 4 – Complete Agreement**

2 It is the intent of the Parties that the provisions of this Agreement will supersede  
3 all prior agreements and understandings, oral or written, expressed or implied, between  
4 such Parties and shall govern their relationship. During the effective dates of this  
5 Agreement there shall be no demands for collective bargaining negotiations as to any  
6 matter or issue not covered by the provisions of this Agreement.

7 It is understood that any issue not specifically covered by this Agreement is  
8 subject to the Company’s employee handbook, personnel policies, and work rules. The  
9 Company shall have the right to establish, maintain, enforce, rescind, amend or change  
10 work rules and policies not covered by this collective bargaining Agreement. In the  
11 event that the Company amends, changes, or adds to said work rules, policies, or  
12 handbook in such a way substantially impacting a term or condition of employment, the  
13 Company will provide the Union with a copy of the new rules in advance of the rules  
14 implementation. If the Union contends that the new rule is unreasonable, it shall have  
15 the right to challenge it in the grievance procedure.

16 This Agreement shall not be orally modified in any way, materially or  
17 immaterially, by the Company and Union, or by the Company and employee(s). The  
18 Company and Union may mutually agree to modify terms of this Agreement but such  
19 modification shall not be binding unless such agreement is made in writing and signed  
20 by authorized representatives of both Parties. The Company will notify the Union in  
21 writing in the case of a consolidation or merger affecting work covered by this IAM  
22 Agreement, or in the event the Company’s business at Phoenix, Arizona or portion  
23 thereof is acquired by another Company.

1 **Article 5 – Security**

2 The Union recognizes the Company's security obligations whether or not those  
3 obligations are established by Company policy, by its contracts with its customers,  
4 permits or agreements with the airport authority, or as a result of local, state, or federal  
5 laws, including TSA and US Customs regulations. In the event that a customer, the  
6 airport authority, or a governmental agency or regulator notifies the Company that any  
7 covered employee is to be denied employment related clearance, security clearance, a  
8 US Customs seal, access to work areas or restricted areas, access to aircraft or  
9 equipment whether belonging to the Company or another company, such employee  
10 shall be immediately removed from that position. Subject to the reason(s) for the loss of  
11 employment-related clearance or access to aircraft or equipment, and without otherwise  
12 waiving any rights under this Agreement related to discipline or discharge, the Company  
13 will reasonably attempt to locate an alternative position consistent with the restriction  
14 but if no such position is immediately available this shall be deemed just cause to  
15 terminate the employee.





1 **Article 7 – No Strike, No Lockout**

2           During the term of this Agreement, no strikes, work stoppages, slowdowns, or  
3 secondary boycotts in connection with disputes arising hereunder shall be caused,  
4 sanctioned, authorized, supported or approved by the Union, or by any member thereof,  
5 and no lockout shall be ordered by the Company in connection with such disputes.  
6 Furthermore, neither the Union nor any member thereof shall cause, sanction,  
7 authorize, support or approve any illegal picketing directed at the Company.

1 **Article 8 – Non-Discrimination**

2 The Company will not discriminate against employees because of race, color,  
3 creed, national origin, sex, age, union affiliation, veteran status, or marital status, or  
4 because of a physical or mental disability.

5 Wherever in this Agreement employees or jobs are referred to in the male  
6 gender, it will be recognized as referring to both male and female employees.

7 The Company and the Union agree that there will be no discrimination by the  
8 Company or the Union against any employee because of his membership or non-  
9 membership in the Union or because of any employee's lawful activity in support of the  
10 Union.

1 **Article 9 – Union Representation**

2 **Union Business Representatives**

3 The Union Business Representatives will be designated in writing to the  
4 Company and shall have access to the Company facility located at Phoenix Sky Harbor  
5 International Airport subject to normal airport security procedures, for the purpose of  
6 adjusting disputes, investigating working conditions, attending arbitration hearings, and  
7 ascertaining that the Agreement is being adhered to, provided that the representative  
8 shall not cause an interruption to the Company’s business operations. The  
9 representative will notify the general manager or director of operations 24 hours in  
10 advance or as soon as possible.

11 All costs associated with the Union Business Representative’s access, and visits,  
12 to the Company’s facilities shall be the responsibility of the Union.

13 **Union Stewards and Union Business**

14 The number of stewards under this Agreement will be one chief steward and up  
15 to six alternate shop stewards. The number of shop stewards may, in the future, be  
16 modified by mutual written agreement of the Company and the Union.

17 The Company recognizes the right of the Union to designate stewards from those  
18 employees named on the Company Seniority List who are members of the Union.  
19 Probationary employees are not eligible to be stewards.

20 The Union agrees that Union business will, insofar as possible, be conducted  
21 during non-working hours. An employee who has a grievance may meet with his  
22 steward to discuss his grievance on scheduled working time, provided the operations of

1 the Company are not disrupted and with prior management approval. The Company will  
2 not unreasonably withhold such approval.

3 It is agreed that a steward may advise employees of their right to file a grievance,  
4 receive, but not solicit, grievances from employees. The scope of the steward's  
5 activities on Company time shall be limited to the following:

- 6 a. To consult with an employee regarding the presentation of a request or  
7 clarification concerning this Agreement, complaint, or grievance for which the  
8 employee desires the steward to be present;
- 9 b. To investigate a complaint or grievance before presentation, and;
- 10 c. To present a request concerning this Agreement, complaint, or grievance to an  
11 employee's supervisor or management in an attempt to settle the matter for the  
12 employee or group of employees who may be similarly affected.

13 The Union and the Company will make every effort to keep to a minimum the  
14 time spent in disposing of grievances and disputes. It is mutually agreed and  
15 understood that the intent of this paragraph is that there be a spirit of cooperation in  
16 facilitating timely grievance investigation without disruption of Company operations. In  
17 furtherance of this objective, any difficulties will be promptly discussed between the  
18 steward and the general manager/local management, as appropriate.

### 19 **Negotiating Committee**

20 The Union negotiating committee shall be limited to two employees from the  
21 bargaining unit and other Union personnel, counsel, or experts as deemed necessary  
22 by Union leadership. Both employee members of this committee will be compensated

1 by the Company for lost time, including all premiums and bonuses, sustained during the  
2 negotiating sessions.

### 3 **Introductions, Copies of Labor Agreement, and Bulletin Boards**

4 The Company will set aside thirty 30 minutes per week during its weekly new-hire  
5 orientation training classes, during which a designated steward may meet with newly-  
6 hired or recalled employees to discuss Union matters.

7 The Company shall furnish to any employee so requesting a copy of the  
8 Collective Bargaining Agreement. The Union steward shall also be furnished a  
9 reasonable number of copies.

10 The Company agrees to provide space in the break room, or other mutually  
11 agreed areas, for a 3' x 4' bulletin board (to be provided by the Union). Said board shall  
12 only be used to provide the following:

- 13 a. Notice of Union meetings;
- 14 b. Notice of official Union elections and results;
- 15 c. Notice of official Union business or appointments;
- 16 d. Notice of Local Union Community and Social events.

17 The Company will provide space in the main company-employee briefing area for  
18 a locking two or four-drawer filing cabinet to secure official union paperwork.

1 **Article 10 – Dues Checkoff**

2 During the existence of this Agreement, and upon receipt of a signed  
3 authorization of the employee involved, on the Union’s form, the Company shall deduct  
4 from the employee’s paycheck the membership dues, initiation fees and reinstatement  
5 fees payable by him to the Union during the period provided for in the authorization and  
6 shall continue to make deductions until such authorization is duly revoked by the  
7 employee. An employee’s individual and voluntary authorization for union dues and fees  
8 deduction shall be irrevocable for one year from the date of the authorization or until the  
9 termination of this Agreement, whichever occurs first. An employee may revoke his  
10 authorization to deduct union dues and fees by providing the Company and the Union  
11 with written notice. The amounts so collected by the Company will be paid over to the  
12 Union in one remittance per month. Deductions shall be remitted to:

13 IMAAW  
14 Attention Accounting Department  
15 District Lodge 142  
16 400 N.E. 32<sup>nd</sup> Street  
17 Kansas City, MO 64116

18 Upon written request, the Company shall furnish to a Union designee a list  
19 showing those employees, both union members and non-members within the  
20 bargaining unit, and for whom deductions have been made and the amount thereof.

21 Deductions from money due the employee pursuant to this Article shall be made  
22 from the net earnings every pay period provided the Company has received such  
23 authorization from the employee by the 15<sup>th</sup> day of the preceding month in which such

1 deductions are made. In the event a deduction for such dues is not made on one or  
2 more consecutive regular payroll deduction dates due to the lack of earnings or  
3 insufficient earnings by the employee, then on the next regular payroll deduction date  
4 that the employee has sufficient earnings, one double deduction shall be made. The  
5 Company's obligation to make such deductions shall terminate when the employee's  
6 employment terminates, or upon receipt of a written notice to revoke the authorization.

7         The Company shall not be responsible financially or otherwise either to the Union  
8 or to any employee, for any failure to make deduction or for making improper or  
9 inaccurate deductions or remittance. However, in any instances in which an error occurs  
10 in the amount of any deduction of dues from an employee's wages, the Company shall  
11 adjust it directly with the employee. In the event of any mistake by the Company in the  
12 amount of its remittance to the Union, the Company shall adjust the amount in a  
13 subsequent remittance. Except for correcting errors or mistakes described herein, the  
14 Company's liability for any and all amounts deducted, pursuant to the provisions of this  
15 Article, shall terminate at the time it remits the amounts payable to the Union.

16         In the event of any action at law against the Parties hereto resulting from any  
17 deduction or deductions from payrolls, or to be made by the Company pursuant to this  
18 Agreement, both Parties shall cooperate fully in the defense of such action. Each Party  
19 shall bear its own costs including their respective counsel fees, if incurred. The Union  
20 shall indemnify and hold harmless the Company from any losses, damages, costs,  
21 liability or expense suffered or sustained by the Company as a result of any such  
22 deduction or deductions from payrolls.



1                    **Article 11 – Grievance and Arbitration Procedures**

2                    **Grievance Procedure**

3                    A Grievance (or “grievance”) as used in this Agreement is a claim involving the  
4 interpretation, application or claim of breach or violation of applicable Company policy or  
5 provision(s) of this Agreement that the Company or an employee has not been able to  
6 adjust. The grievance must identify the applicable provision(s) of the Company policy or  
7 Agreement that is claimed to have breached or violated and the remedy sought.

8                    The following procedure shall be used by the Union, the Company, or the  
9 employee who has completed his probationary period, who asserts that any provision of  
10 this Agreement or Company policy has not been properly applied. All issues arising  
11 from the same event or occurrence shall be considered a single dispute. The Company  
12 recognizes the right of the Union to file a group grievance when the issue is common to  
13 those employees in the group.

14                    **Step 1:**

15                    **The Parties agree that most issues can be successfully resolved by**  
16 **open discussion at the lowest possible level between the employee,**  
17 **supervisor, and/or manager on duty.** A Step 1 grievances may, but need

18 not be, submitted in writing. The employee or Union shall first present the  
19 grievance to a supervisor or manager for discussion and possible resolution.

20 A Step 1 grievance must be presented to a supervisor or manager within five  
21 work days following the first day the employee, or the Union, knew or should  
22 have known of the fact or facts giving rise to the grievance. The employee  
23 may be represented by a union representative. The employee is responsible

1 for notifying the supervisor or manager that he desires to be represented. The  
2 employee is responsible for obtaining a shop steward and will be given a  
3 reasonable period of time to do so. The supervisor or manager shall issue a  
4 decision to the employee and his union representative (if the employee was  
5 represented) within five work days. Decisions made at Step 1 of the grievance  
6 procedure shall not constitute a precedent. If the matter is settled at Step 1,  
7 the grievance shall not be processed further.

8 **Step 2:**

9 If the shift manager or general manager fails to issue a timely decision at Step  
10 1, or if the grievance cannot be resolved at Step 1, the grievance may be  
11 appealed to Step 2 by the employee or the Union by reducing the grievance  
12 to writing on the Union's forms and signed by the employee or in the event of  
13 a group grievance by a Union representative and submitted by hand or  
14 electronically (email) to the general manager within five work days after  
15 receiving the Step 1 decision. Any grievance not timely filed under Step 2  
16 shall be waived absolutely and without recourse to a substituted grievance,  
17 arbitration, or appeal. The Company and its representative will hold a  
18 grievance meeting with the employee and the Union. The Company's  
19 representative shall issue a written decision within five work days from the  
20 date that the Step 2 grievance was filed. If the grievance is settled, such  
21 settlement shall be reduced to writing and signed by the Parties. If the matter  
22 is settled at Step 2 the grievance shall not be processed further. Decisions  
23 made at Step 2 of the grievance procedure shall not constitute a precedent.

1           **Step 3:**

2           If the grievance is not resolved at Step 2, the Union may appeal the decision  
3           to Step 3 by hand delivering or electronically via email to the station's director  
4           of operations or to the Company's vice president of operations a copy of the  
5           grievance, the grievance decisions from Steps 1 and 2, and any supporting  
6           documentation, within ten days from the date the Step 2 decision was  
7           received. The Company's representative and the Union will hold a meeting to  
8           discuss the grievance. The meeting may be conducted via telephone. The  
9           Company's representative shall issue a written decision within five work days  
10          from the date that the Step 3 grievance was filed. If the grievance is settled,  
11          such settlement shall be reduced to writing and signed by the Parties. Step 3  
12          decisions shall serve as precedent. If the matter is settled at Step 3, the  
13          grievance shall not be processed further. If the Step 3 decision is  
14          unsatisfactory to the Union, the grievance may be appealed to arbitration by  
15          the Union, but not the employee, by serving on the authorized designee of the  
16          Company within thirty 30 calendar days a written notice of its intent to appeal  
17          the grievance to arbitration. If such notice to appeal to arbitration is not timely  
18          filed with the Authorized Designee of the Company, it shall constitute a waiver  
19          of the Union's right to appeal the grievance to arbitration, and the Company's  
20          Step 3 decision shall be final.

21                A policy grievance may be initially filed at Step 3. A policy grievance is a  
22   grievance involving only the interpretation, application, or a claim of breach or violation,

1 of the Agreement as distinguished from a grievance affecting an individual employee or  
2 group of employees.

3 No employee selected as a steward or any employees giving written statements  
4 or testimony will be subject to disparate treatment or discriminated against for lawful  
5 activity on behalf of the Union.

## 6 **Arbitration Procedure**

7 Not later than ten working days after the Union serves the Company's vice  
8 president of operations or the authorized representative with written notice of intent to  
9 appeal a grievance to arbitration, the Company or the Union shall file a demand for  
10 arbitration with the American Arbitration Association (AAA) who will furnish, to the  
11 Company and the Union, a panel of five impartial arbitrators, all of whom shall be  
12 members of the National Academy of Arbitrators. Within 15 working days after receipt  
13 of the panel by both Parties, the Company and the Union shall make the selection by  
14 alternately striking (the first strike shall be determined by the flip of a coin) names from  
15 the list, until only one name remains. The arbitrator whose name remains shall be the  
16 arbitrator selected by the Parties. In the event the arbitrator selected by the Parties is  
17 unable to serve as the impartial arbitrator the Parties may mutually agree to select a  
18 substitute arbitrator from the panel. If the Parties cannot mutually agree on a substitute  
19 arbitrator, the Parties shall notify the AAA and request a new panel of five names, from  
20 which the Parties shall make the selection by alternately striking (the first strike shall be  
21 determined by the flip of a coin) names from the list, until only one name remains.

22 The Arbitrator shall have jurisdiction over disputes which arise out of the  
23 interpretation or application of this Agreement. The Arbitrator shall not have jurisdiction

1 to modify, add to, subtract from, or amend any provisions of this Agreement. The  
2 Arbitrator shall not have jurisdiction to propose changes in hours of employment, rates  
3 of pay, or working conditions. The Arbitrator shall not have jurisdiction over disputes  
4 involving the discipline or discharge of probationary employees. The Arbitrator shall not  
5 have jurisdiction over any grievance which was not processed through the steps of the  
6 grievance procedure. The Arbitrator shall not have jurisdiction over any grievance which  
7 was not timely filed at Step 2.

8 The Arbitrator shall afford the Parties a reasonable opportunity to present  
9 evidence, witnesses and arguments. The number of witnesses summoned by the Union  
10 at any one time shall not be greater than the number that can be spared from the  
11 operation without interference with the services of the Company. The Parties may be  
12 represented at arbitration. The Parties may mutually agree to consolidate multiple  
13 arbitrable grievances to be considered by a single arbitrator. All individuals testifying at  
14 arbitration shall first be sworn by the arbitrator and placed under oath.

15 The Parties may elect to file a post hearing brief. If the Parties elect to file post  
16 hearing briefs, the filing date for briefs shall be subject to the mutual agreement of the  
17 Parties. In all cases where post-hearing briefs are filed, the briefs shall be filed by e-  
18 mail. The Arbitrator's decision shall be based solely on the evidence submitted at the  
19 arbitration hearing and arguments submitted at the arbitration hearing or in post hearing  
20 briefs. No new evidence may be submitted with the post hearing brief except for  
21 arbitration decisions which have been cited in the post hearing brief.

22 The decision of the Arbitrator shall be rendered as soon as practicable but in no  
23 event beyond 30 calendar days after the hearing or submission of post hearing briefs,

1 whichever is later. The Arbitrator's decision shall be final and binding on the Union, the  
2 employee or employees involved, and the Company.

3 Each of the Parties will assume the compensation, travel expenses and other  
4 expenses of its representatives, agents, and witnesses called or summoned by it. The  
5 reasonable expenses and compensation of the Arbitrator shall be shared equally by the  
6 Parties. The expense of transcriptions of arbitration proceedings and costs associated  
7 with hearing facilities will be shared equally by the Parties. The Parties will mutually  
8 agree to the selection of the court reporter. If the Parties cannot agree on a court  
9 reporter the Parties will ask the arbitrator to select a local court reporter. The Arbitrator  
10 shall not publish the decision in any publication or reporter.

11 The time limits in the Grievance and Arbitration Procedure may be extended in  
12 writing by mutual agreement of the Company and the Union.

1                                    **Article 12 – Notification of Personnel Actions**

2                    The Company agrees to notify the designated officer of the Union, in writing,  
3                    within seven calendar days of any written discipline, discharge, resignation, transfer or  
4                    promotion out of the bargaining unit or leave of absence status of any employee  
5                    covered by this Agreement.

6                    No employee who has completed the 120-day probationary period shall be  
7                    disciplined without just cause. Discipline shall be given for misconduct or violation of  
8                    work rules within ten calendar days after the Company becomes aware, or should have  
9                    reasonably known, of the facts or circumstances giving rise to the need for discipline.

10                  The time limit set forth in this Article may be extended by mutual written agreement  
11                  between the Company and Union. Depending on the nature of the incident, disciplinary  
12                  action may be initiated at any one of the steps as follows:

- 13                    • Verbal reprimand;
- 14                    • Written reprimand;
- 15                    • Suspension, or;
- 16                    • Termination.

17                  In all cases involving discharge, demotion or other discipline, the employee  
18                  involved and the Union shall be notified in writing of the action and the reason for such  
19                  action. No employee shall be denied Union representation in any investigation that may  
20                  result in disciplinary action, provided the employee requests such representation.

21                  The Company may, but is not required to, allow for union representation in a  
22                  meeting called by the Company solely for the purpose of informing an employee of  
23                  discipline where the decision to discipline has already been made. Should the actions of

1 the Company exceed simply informing the employee of a decision to issue discipline  
2 and upon the request of the employee, union representation shall not be denied at the  
3 meeting. Where practical, in cases involving suspension or termination, the Company  
4 will review the matter with the Union in an effort to assure that all information and  
5 opinions are available. After a final review of the matter, the Company will render its  
6 decision.

7           Service records shall be maintained for all employees by the Company and upon  
8 resignation or discharge from service the employee, upon request, will be furnished with  
9 a copy of same. Documentation of disciplinary action will be deemed to have expired  
10 one year after issuance, and will not be considered by the Company for purposes of  
11 progressive discipline after such expiration.

12           Written notice to the Union may be accomplished by U.S. mail or email. Written  
13 notice to the employee may be delivered in person or sent by U.S. mail.



1 **Article 13 – Seniority**

2 **Seniority**

3 Company Seniority under this Agreement means the length of continuous service  
4 with the Company performing work for Jetstream Ground Services. Classification  
5 Seniority under this Agreement shall accrue from the time the employee enters the job  
6 classification into which he is assigned provided that he successfully completes the  
7 probationary period, until the date he voluntarily or involuntarily leaves the classification.

8 When two or more employees have identical Company or Classification Seniority  
9 dates, rank will be determined by the last four digits of their social security numbers, the  
10 higher number being the most senior and then alphabetically by last name.

11 Probationary employees shall not accrue Company or Classification Seniority,  
12 and shall not be entitled to seniority.

13 **Seniority Preference and Credit**

14 Company Seniority shall govern all employees covered by this Agreement in  
15 bidding vacancies of new jobs provided that in each case the employee meets the  
16 qualifications for the job. Classification Seniority shall govern all employees covered by  
17 this Agreement in preference of layoffs, re-employment after layoff, scheduled overtime,  
18 and for preference of shifts provided that in each case the employee meets the  
19 qualifications for the job. Seniority shall not be considered for promotions to supervisory  
20 positions or positions not covered by this Agreement. Company Seniority shall govern  
21 the accrual, award and selection of vacation days.

22 On the effective date of this Agreement, all employees who have satisfied their  
23 probationary period shall be credited with the years of Company and Classification

1 Seniority which he or she held immediately prior to the Agreement's effective date.  
2 Upon satisfaction of the probationary period, the employee's Company and  
3 Classification Seniority will date from the first day of the probationary period.

4 **Probationary Employees**

5 All employees shall be considered probationary employees until he or she has  
6 completed the greater of 120 calendar days of active service with the Company. All  
7 employees who, as of the effective date of this Agreement, have completed their  
8 probationary period shall be credited as having satisfied the probationary period. All  
9 employees hired after the effective date of this Agreement, or an employee rehired after  
10 termination of seniority, shall be probationary employees until completing the greater of  
11 120 calendar days of active service with the Company.

12 Probationary employees may be disciplined or discharged at the sole discretion  
13 of the Company. The probationary employee and any representative of the probationary  
14 employee, including the Union, shall have no rights whatsoever to challenge, in the  
15 Grievance or Arbitration procedures, the probationary employee's discipline or  
16 discharge. Once an employee has completed the probationary period, he shall be  
17 added to the appropriate seniority lists and will not be disciplined or discharged without  
18 just cause.

19 **Loss of Seniority**

20 An employee shall lose his seniority and his name shall be removed from the  
21 seniority list and his employment with the Company terminated under any one of the  
22 following conditions:

- 23 • The employee quits or resigns;

- 1 • The employee is discharged for just cause;
- 2 • The employee is absent from work for three consecutive work days without
- 3 properly notifying the Company of the reason for his absence and obtaining
- 4 permission from the Company;
- 5 • Unauthorized absence after the time limit of an authorized vacation;
- 6 • Failure to return to work at the end of an authorized leave of absence;
- 7 • Layoff without recall to work within 24 months from date of such layoff;
- 8 • Failure to report to work in accordance with recall procedures, or;
- 9 • An employee transferred after the effective date of this Agreement from the
- 10 bargaining unit to a management position shall forfeit his seniority.

#### 11 **Seniority Lists**

12 The Company will supply the Union with and post in each work area a seniority  
13 list of employees covered by this Agreement quarterly. Any employee may contest the  
14 accuracy of their seniority status, in writing, and if an error is established, a correction  
15 will be made. After thirty 30 days from the date that the Company provides the Union  
16 with the seniority lists, the seniority status of all employees shown on the list will be  
17 incontestable until the next seniority list is posted unless an employee returns from an  
18 authorized leave of absence. Employees returning from a leave of absence will be  
19 allowed to protest their seniority for a period of 30 days from the date they report back  
20 to work from their approved leave.

1 **Article 14 – Reductions in Force and Recall**

2 **Reductions in Force**

3 When a reduction is required, the affected employee(s) and the Union will be  
4 notified at least one week in advance of such a reduction, or as otherwise required by  
5 law. This advance notification shall not apply to reductions resulting from emergency  
6 circumstances, strikes, or causes outside the Company’s reasonable control. When a  
7 reduction is required, probationary employees in the affected classification shall be  
8 terminated, provided there are available non-probationary employees remaining in the  
9 affected classification who are willing and have the ability to perform the work and  
10 schedule of the probationary employee(s) to be displaced.

11 Thereafter, employees in the affected classification that wish to volunteer for  
12 layoff shall be laid off, provided there are available employees remaining in the affected  
13 classification who are willing and have the ability to perform the work and schedule of  
14 the employee(s) to be displaced. Following any volunteers, employees in the affected  
15 classification having the least seniority shall be laid off, provided there are available  
16 senior employees remaining in the affected classification who are willing and have the  
17 ability to perform the work and schedule of the employee(s) to be displaced.

18 **Recall**

19 Laid off employees shall have recall rights for 12 months from their last day  
20 worked. Employees on the recall list shall be recalled in order of seniority. The  
21 Company will notify eligible employees of their opportunity for recall by telephone and  
22 mailing certified mail a notice of such recall to the employee’s address which appears  
23 on the payroll records of the Company. The Union shall also be notified by reasonable

1 means. At all times during the period in which the employee may be eligible for recall, it  
2 is the responsibility of the employee to notify the Company in writing of any changes to  
3 their address and contact information and their availability for recall. Notification of a  
4 change to a laid off employees contact information will be sent via email to the  
5 Company's designated Human Resources official and via U.S. mail to:

6                   JetStream Ground Services, Inc.  
7                   Human Resources Department  
8                   1070 E. Indiantown Rd., Suite 400  
9                   Jupiter, FL 33477

10           If an employee fails to inform the Company of his intent to accept the recall  
11 opportunity within five days after the Company has given the notice provided herein, the  
12 employee shall be deemed to have waived his recall right and the Company shall be  
13 under no obligation to recall such employee.

14           Before being recalled or after being out of work for any reason for a period of 30  
15 calendar days or longer, an employee may be required take physical examinations  
16 including substance and alcohol use testing and any other tests as required by the  
17 Company to determine whether he is physically and mentally fit for duty.

1 **Article 15 – Hourly Job Descriptions**

2 **Aircraft Cleaner**

3 The Aircraft Cleaner is responsible for servicing the needs of the individual airline  
4 and the associated servicing requirements of their aircrafts, in accordance with  
5 individual airline and Company policies and procedures. Principal Duties and  
6 Responsibilities include:

- 7 • Cleaning and sanitizing of aircraft lavatory sinks, countertops, mirrors,  
8 toilets and surrounding areas, table changes, walls/ceilings/doors, floors.
- 9 • Stocking of lavatory paper goods and soap.
- 10 • Removal and disposal of trash from trash bins.
- 11 • Cleaning of aircraft seats tray tables, first-class center console/beverage  
12 trays, seat pockets, and armrests.
- 13 • Ensuring correct aircraft seat covers are in place and attached properly  
14 and aircraft seat belts are uniformly crossed. Ensuring correct safety  
15 evacuation card and seat pocket contents are in place and in good  
16 condition.
- 17 • Cleaning and sanitizing of galley countertops/drains/spigots, exterior  
18 cabinet surfaces/latches, and galley trash cans and/or trash  
19 compartments.
- 20 • Cleaning of aircraft ovens, coffee pots/burner/housing, and galley floors.
- 21 • Removal and disposal of trash from galley trash cans, trash  
22 compartments, and cabin trash compartments.

- 1 • Cleaning of aircraft overhead bins, windows/frames/shades, air vents,  
2 passenger service units, walls/kick plates, bulkhead/dividers, and closets.  
3 Ensuring pillows and blankets are clean and properly folded, and returned  
4 to specified stowage locations.
- 5 • Vacuum floors and under seats/seat cushions. Spot clean carpet and  
6 remove embedded gum when necessary.
- 7 • Cleaning of aircraft flight deck windows/glare shields, flight display  
8 monitors, flight deck inside surfaces (mirror, oxygen gear, and nose gear  
9 sites), sliding table/cup holders and floors. Forward control panel, console  
10 panel, control pedestal and forward/aft fuse panels dusted and vacuumed.  
11 Removal and disposal of trash from flight deck.
- 12 • All Cleaning duties must be compliant with customer procedure and  
13 quality standards.
- 14 • Preparation of aircraft servicing supplies/equipment for international flight  
15 departures.
- 16 • Removal of "Foreign Object Debris" (FOD) from ramp surfaces adjacent to  
17 or surrounding the airport terminal building.
- 18 • Interact directly with customers, airline personnel, and fellow team  
19 members to resolve problems and/or issues that may arise.
- 20 • Learn the various types of aircraft in the airline's fleet and their individual  
21 cleaning requirements.
- 22 • Able to work under pressure in a fast paced environment, under tight time  
23 constraints.

- 1           • A Cleaner is responsible for the quality of his/her own work and not the  
2           work performed by others.
- 3           • Cleaners may be required to use radios or other electronic devices in the  
4           performance of their work. The Company will provide and maintain these  
5           devices. No employee will be required to use their personal cell phones for  
6           communications in conjunction with their duties.

7 A Cleaner must also:

- 8           • Pass a Federal Aviation Administration (FAA) 10-year background check  
9           and pre-employment drug test.
- 10          • Pass a Department of Homeland Security/Transportation Security  
11          Administration (TSA) security assessment.
- 12          • Be able and willing to obtain an active airport Security Identification  
13          Display Area (SIDA) badge, for unescorted access to the secured side of  
14          the Airport, including ramps and Air Operations Area (AOA) as well as all  
15          permits deemed appropriate such as driving, customs clearance, etc.
- 16          • Be legally eligible to work in the United States.
- 17          • Complete other duties as assigned by a supervisor or member of  
18          management.

19           The above statements are intended to describe the general nature and level of  
20           work being performed by people assigned to this classification. This is not to be  
21           construed as an exhaustive list of all responsibilities, duties and skills required of this  
22           position.

23



1 **Lead Aircraft Cleaner**

2 The Lead Aircraft Cleaner is responsible for servicing the needs of the individual  
3 airline and the associated servicing requirements of their aircrafts, in accordance with  
4 individual airline and Company policies and procedures. Principal Duties and  
5 Responsibilities include:

- 6 • All the duties and responsibilities of an Aircraft Cleaner above.
- 7 • Daily management of his/her team of Aircraft Cleaners, to include knowing  
8 the location of his/her team during their specified shift.
- 9 • Coordination of job assignments during his/her shift.
- 10 • Assisting in the completion of and monitoring his/her team's work  
11 performance during each aircraft servicing. A Lead will monitor the work of  
12 their team, and will be accountable for completing the final walk-through  
13 inspection of the aircraft.
- 14 • Ensuring timely completion of assigned duties and report any deviations to  
15 policies and procedures or work performance challenges (to include delay  
16 of an aircraft's scheduled departure) to an appropriate supervisor.
- 17 • Maintaining all required documentation and ensure that his/her team  
18 members accurately and completely maintain and submit required  
19 documentation as prescribed in established policies and procedures.
- 20 • Determining meal and rest breaks for his/her team.
- 21 • Other duties as assigned by a supervisor or member of management.

1 **Article 16 – Hours of Service and Overtime**

2 **Hours of Service**

3 A full-time employee’s regular workweek shall consist of up to 40 hours with up to  
4 five consecutive days of work. For each day of work, full-time employees shall be  
5 scheduled for shifts of up to 8 ½ hours, which includes a 30-minute unpaid meal period.  
6 Days off will be consecutive.

7 Alternatively, a full-time employee’s regular workweek shall consist of up to 40  
8 hours with up to four consecutive days of work. For each day of work, full-time  
9 employees shall be scheduled for shifts of up to 10 ½ hours, which includes a 30-minute  
10 unpaid meal period. Days off will be consecutive.

11 A part-time employee’s regular workweek shall consist of up to 32 hours with up  
12 to five consecutive days of work. For each day of work, part-time employees shall be  
13 scheduled for shifts of up to 6 ½ hours, which includes a 30-minute unpaid meal period.  
14 Days off will be consecutive.

15 Other work schedules may be arranged by mutual agreement between the  
16 Company and the Union General Chair. Nothing in this Agreement shall be construed  
17 as a guarantee of hours of work for any period, or as a guarantee of days off per  
18 workweek.

19 For purposes of employee compensation, a workweek shall consist of seven,  
20 consecutive, 24-hour periods, beginning on Sunday and ending on Saturday. Affected  
21 employees will be given five days’ notice in the event the Company makes any changes  
22 to an employee’s regularly scheduled workweek. This provision does not apply to shift  
23 starting and/or stopping time changes of one-hour or less.

1           The Company shall notify employees of shift cancellations at least three hours in  
2 advance. If any employee is not so notified, and timely reports for the cancelled shift,  
3 he/she will be paid for at least four hours. In the event of shift cancellation, notification  
4 by telephone or message shall be deemed sufficient notice.

5           The Company shall designate a telephone number for employees to call to report  
6 absences from work. Employees should report absences as soon as practicable.  
7 Depending on the circumstances, an absence not reported at least two hours before a  
8 scheduled shift will be considered an absence without notification under the Company's  
9 attendance policy.

#### 10 **Meal Period and Rest Breaks**

11           Employees will be afforded a 30-minute unpaid meal period during each regular  
12 shift. If operational need precludes an employee from taking his meal period, he shall be  
13 paid for any time worked at the applicable rate. Any employee that does not take a meal  
14 period during his/her shift, for any reason, shall notify management so any appropriate  
15 payroll adjustments can be made.

16           Employees may be granted no more than two 10-minute rest breaks during their  
17 shift. Employees should obtain the approval of a supervisor or lead before taking a rest  
18 break.

#### 19 **Overtime**

20           Overtime shall be offered as equitable as possible among employees.  
21 Compliance with the procedures set forth in this Article shall constitute an equitable  
22 offering of overtime.

1           Where the overtime requirement arises in conjunction with a shift, qualified  
2 employees who are at work will be canvassed first. In the event the requirement is not  
3 filled by this process, the Company will endeavor to seek volunteer employees who are  
4 not at work.

5           The Company will post a master Overtime List on a bi-monthly basis. The  
6 Overtime List shall set forth employee names, Classification Seniority, and the total  
7 number of overtime hours worked by each employee. In the event that an excess  
8 number of employees volunteer for available overtime, preference shall be given to the  
9 senior employee(s) with the fewest hours of overtime on the Overtime List. Employees  
10 with seniority will be given preference over probationary employees. When overtime is  
11 assigned, employees will be compensated at a rate of 1 ½ times their regular hourly  
12 rate for all hours worked in excess of 40 hours in their normal workweek.

13           No employee shall be required to work overtime against his wishes unless, in the  
14 opinion of the Company, based on circumstances existing at the time of the decision,  
15 the work is urgently required and there is no other reasonable alternative.

16 Notwithstanding the foregoing, no employee shall be required to work overtime if such  
17 overtime poses an undue hardship. The Company shall keep and update a list of all  
18 employees required to work overtime by shifts. Employees will not be required to work  
19 additional overtime until all other employees on their shift have worked a required  
20 overtime assignment. An employee that cannot work a required overtime assignment  
21 will have their name remain at the top of the list until such time as they have worked a  
22 required overtime assignment.

23

1                    **Article 17 – Vacancies, Shift Bids, and Promotions**

2    **Vacancies**

3                    A job Vacancy shall be defined as a need for a Cleaner or Lead to fill an existing  
4 full or part-time position within the regular hours of work. Notwithstanding the foregoing,  
5 the Company has sole discretion in determining whether the departure of an employee  
6 results in a Vacancy.

7                    Vacancies are to be filled first by active employees, then recalled employees,  
8 and then the Company can go to the street. Vacancies will be posted on a bulletin board  
9 for five calendar days. If after five calendar days no qualified, non-probationary  
10 employees bid for the Vacancy, the Company shall be free to consider  
11 applicants/employees from outside the bargaining unit. When the Company decides to  
12 post a Vacancy, all qualified employees in the job classification may bid and the  
13 Vacancy shall be filled by order of seniority. If the filling of any posted Vacancy directly  
14 results in another Vacancy, (a “Second Vacancy”), and the Company decides to post  
15 the Second Vacancy, all qualified employees in the job classification may bid and the  
16 Second Vacancy shall be filled by order of seniority. If the filling of any posted Second  
17 Vacancy directly results in another Vacancy, (a “Third Vacancy”), the Company shall be  
18 free to fill this Third Vacancy, and any subsequently-resulting Vacancies, without  
19 posting the Vacancies and without consideration of any seniority or bargaining unit  
20 status. Qualified employees may bid for Vacancies in accordance with Company  
21 procedures.

22                    Any newly hired employee on initial probation shall be placed on shifts according  
23 to operational need and training requirements. Following 120 calendar days, the

1 employee will be allowed to bid at the next Shift Bid opportunity. The Company has sole  
2 discretion in determining the hours of service and days off of any newly hired  
3 employees.

#### 4 **Shift Bids**

5 Shift Bids shall take place no less frequently than annually. Absent good cause,  
6 the Company will schedule no more than three Shift Bids in a calendar year. Shift  
7 selections shall be made by qualified employees within a job classification by order of  
8 seniority.

9 Fourteen calendar days prior to the effective date of any Shift Bid, the Company  
10 shall post a list of shifts and days off within each classification. If due to operational  
11 need the Company needs to implement a Shift Bid in fewer than fourteen days, the  
12 Company and the Union will confer in good faith in an effort to expedite the Shift Bid  
13 process. Seven calendar days before the new shifts become effective, the Company will  
14 post a schedule showing each bargaining unit employee's new shift and or days off.  
15 New Shifts Bids will go into effect at the beginning of a new pay period.

16 Depending on the circumstances, employees on an approved leave of absence  
17 may be able to participate in Shift Bids. Eligible employees should notify the Company  
18 and their chief steward of their desire to bid for a specific shift within their qualifications  
19 and job classification.

#### 20 **Promotion from Cleaner to Lead**

21 A Cleaner may apply for a vacant Lead position. Any promotion from Cleaner to  
22 Lead will be at the Company's discretion. When more than one employee seeks  
23 promotion to a Lead position, and all other things being equal between the applicants,

1 the senior applicant shall be offered the promotion. Cleaners may decline any offer of  
2 promotion to Lead without any reflection of discredit on the Cleaner.

3 Any Cleaner promoted to Lead will serve a six-week probationary period during  
4 which time he or she may be removed from such a position for failure to meet  
5 performance requirements. Halfway through the probationary period, the promoted  
6 employee will be given an evaluation of his/her progress in their new position. If at the  
7 end of the probationary period it is deemed that the employee cannot fulfill the position,  
8 an employee so removed will be returned to his or her previous position as a Cleaner.  
9 Such an employee will be assigned to a shift depending on vacancies and operational  
10 need, with no guarantees of shift or days off. A full-time Lead will reduce to a full-time  
11 Cleaner and a part-time Lead will reduce to a part-time Cleaner.

12 Once an employee agrees to serve as a Lead, he may not voluntarily return to a  
13 Cleaner position without permission from the Company. If permission is granted, the  
14 employee may not be returned to the same shift and days off.

15 Employees interested in becoming a Lead may volunteer to serve as a temporary  
16 Relief Lead. Relief Leads may be used by the Company to temporarily fill Lead  
17 positions when additional Lead support is needed. Selection of an employee to serve as  
18 Relief Lead will be at the Company's discretion. Cleaners may decline any offer to serve  
19 as Relief Lead without any reflection of discredit to the Cleaner. Service as a Relief  
20 Lead shall be capped at not more than 60 days per calendar year. Employees who are  
21 assigned Relief Lead status will be paid a Lead Premium for their assigned shift. Relief  
22 Lead assignments will have no impact on an employee's seniority or ability to bid for  
23 shifts or vacancies within the Cleaner classification.

1

## Article 18 – Wages

2

The following shall be the regular rate of pay for all Leads and Cleaners:

Length of Service	1/1/2019 9/19/2021		1/1/2020 1/1/2023		1/1/2024	
	Cleaner	Lead	Cleaner	Lead	Cleaner	Lead
New Hire	\$11.00 \$15.00	\$12.25 \$16.25	\$12.00 \$15.50	\$13.25 \$16.75	AZ Min Wage*	AZMW + \$1.25
After One Year	\$11.50 \$15.50	\$12.75 \$16.75	\$12.50 \$16.00	\$13.75 \$17.25	AZMW + \$0.50	AZMW + \$1.75
After Two Years	\$11.75 \$15.75	\$13.00 \$17.00	\$12.75 \$16.25	\$14.00 \$17.50	AZMW + \$0.75	AZMW + \$2.00
After Three Years	\$12.00 \$16.00	\$13.25 \$17.25	\$13.00 \$16.50	\$14.25 \$17.75	AZMW + \$1.00	AZMW + \$2.25
After Four Years	N/A \$16.25	N/A \$17.50	\$13.25 \$16.75	\$14.50 \$18.00	AZMW + \$1.25	AZMW + \$2.50
After Five Years	N/A \$16.50	N/A \$17.75	N/A \$17.00	N/A \$18.25	AZMW + \$1.50	AZMW + \$2.75

3

4

The following shall be the regular rate of pay for all Night Shift Cleaners and

5

Leads. The Night Shift shall be defined as any regularly scheduled shift during which

6

the majority of hours worked by an employee are between 10:00 pm and 6:00 am:

Length of Service	1/1/2019 9/19/2021		1/1/2020 1/1/2023		1/1/2024	
	Cleaner	Lead	Cleaner	Lead	Cleaner	Lead
New Hire	\$11.50 \$15.50	\$13.50 \$17.50	\$12.50 \$16.00	\$14.50 \$18.00	AZMW + \$0.50	AZMW + \$2.50
After One Year	\$12.00 \$16.00	\$14.00 \$18.00	\$13.00 \$16.50	\$15.00 \$18.50	AZMW + \$1.00	AZMW + \$3.00



After Two Years	<del>\$12.25</del> \$16.25	<del>\$14.25</del> \$18.25	<del>\$13.25</del> \$16.75	<del>\$15.25</del> \$18.75	AZMW+ \$1.25	AZMW+ \$3.25
After Three Years	<del>\$12.50</del> \$16.50	<del>\$14.50</del> \$18.50	<del>\$13.50</del> \$17.00	<del>\$15.50</del> \$19.00	AZMW+ \$1.50	AZMW+ \$3.50
After Four Years	N/A \$16.75	N/A \$18.75	<del>\$13.75</del> \$17.25	<del>\$15.75</del> \$19.25	AZMW+ \$1.75	AZMW+ \$3.75
After Five Years	N/A \$17.00	N/A \$19.00	N/A \$17.50	N/A \$19.50	AZMW+ \$2.00	AZMW+ \$4.00

1

2

~~\*Beginning January 1, 2021, Arizona's minimum wage (AZMW) will be adjusted~~

3

~~annually for inflation as measured by the Consumer Price Index. Ariz Rev. Stat. § 23-~~

4

~~363(B).~~

5

An employee's Company Seniority will be used to determine Length of Service

6

for the wage charts above.

7

Any employee assigned temporary "Relief Lead" status will receive a Lead

8

Premium of \$1.25 per hour for performing Lead duties while assigned such status. Any

9

temporary Relief Lead assignment is at management's discretion. Employees who are

10

assigned temporary Relief Lead status will be paid a Lead Premium for their assigned

11

shift.

12

13

### **Perfect Attendance Bonus**

14

An employee who has perfect attendance each quarter will receive a bonus of \$200.00

15

and will be paid as follows:

16

17

The Quarters are-

1	January 1 - March 31	Paid on or before April 30
2	April 1 - June 30	Paid on or before July 31
3	July 1 - September 30	Paid on or before October 31
4	October 1 - December 31	Paid on or before January 31

5

6 • Newly hired team members need to work a full quarter in order to be included in  
7 the quarterly perfect attendance program.

8

9 • Any No Call/No Show (NCNS), early departures or clock-outs without Manager's  
10 approvals will disqualify the team member from earning the incentive bonus for  
11 that quarter.

12

13 • To qualify for the \$200 quarterly bonus, team members must be in compliance  
14 with the Attendance Control Policy (ACP). However, excused absences will not  
15 count against this program

16

17 • If a team member's last day of employment for any reason is on or before the last  
18 day in the quarter, any bonus accrued in this program will be forfeited

1           **Article 19 – Paid and Unpaid Time Off, and Leaves of Absence**

2           Depending on the circumstances, employees may be eligible for paid or unpaid  
3 time off. Employee absences covered under any federal or state laws or statutes,  
4 including but not limited to the Family Medical Leave Act, Arizona’s workers’  
5 compensation laws, or the Americans with Disabilities Act, shall be governed by  
6 applicable laws and regulations. During all approved time off, employees shall retain  
7 and accrue seniority.

8           **Holidays and Birthdays**

9           Eligible full-time non-probationary employees will be paid Holiday Pay for the  
10 following holidays:

- 11           • New Year’s Day
- 12           • Memorial Day
- 13           • Independence Day
- 14           • Thanksgiving Day
- 15           • Christmas Day

16           To be eligible to receive Holiday Pay, an employee must work their last  
17 scheduled shift before the holiday and their first scheduled shift after the holiday.  
18 Employees utilizing authorized Vacation Pay, and employees on Bereavement Leave,  
19 Jury Duty, or Union Leave (other than long term Union Leave) immediately before,  
20 during, or after the Holiday will be eligible for holiday pay.

21           Holiday Pay will be equal to an employee’s regular rate of pay multiplied by eight  
22 hours. Holiday Pay does not does not constitute hours worked for purposes of  
23 calculating an employee’s entitlement to overtime pay. Employees who are scheduled

1 to work on a recognized holiday will receive Holiday Pay in addition to the hours actually  
2 worked.

3 Beginning May 1, 2019, employees who have completed at least one year of  
4 service may take a day off in the pay period in which their birthday falls and will receive  
5 Holiday Pay for their scheduled shift. Employees must notify management at least  
6 seven days in advance of the requested time off. Eligible employees who choose to  
7 work their scheduled shift, rather than taking it off, will receive Holiday Pay equal to the  
8 employee's regular rate of pay multiplied by the number of hours in the employee's  
9 regularly scheduled shift, to be paid in the pay period in which their birthday falls.

10 **Vacation Pay**

11 Full-time non-probationary employees will be eligible for Vacation Pay. Vacation  
12 Pay will accrue based on hours worked, at the following accrual rates:

13

Years of Continuous Service:	Accrual Rate per Hour	Up to a Maximum Annual Accrual of:	Maximum Annual Carryover Allowance:
After 120 days, up to and including 3 years	0.0193	40 hours	40 hours
After 3 Years, up to and including 8 years	0.0385	80 hours	80 hours
After 8 years	0.0577	120 hours	120 hours

14

15 The "Maximum Annual Accrual" shall be defined as the maximum number of  
16 vacation hours an employee may accrue in any given annual period, regardless of  
17 hours worked or vacation hours previously carried over. The "Maximum Annual  
18 Carryover Allowance" shall be defined as the maximum number of accrued but unused  
19 vacation hours an employee may carry over from one annual period to the next,

1 regardless of total vacation hours accrued or vacation hours previously carried over.  
2 Under no circumstances may an employee carryover an amount of hours in excess of  
3 the Maximum Annual Carryover Allowance. The annual period is based on each  
4 employee's anniversary date. Changes in the rate of accrual will begin on the first day of  
5 the pay period following the employee's anniversary date.

6         The Company will continue to make any applicable contribution to the  
7 employee's health care benefits during any approved absence under this Vacation Pay  
8 policy. Unless required by law, employees on unpaid leave status will not accrue  
9 Vacation Pay. Vacation Pay shall be computed on the basis of the employee's regular  
10 rate of pay at the time vacation is taken.

11         No vacation shall be permitted unless authorized by the general manager (or his  
12 designee) in writing. The employee shall be given a copy of the signed approval for their  
13 records.

14         Request for vacation should be made no more than fourteen days in advance  
15 and shall be awarded no less than seven days prior to the requested dates. Once  
16 awarded, vacation leave may not be taken away. The Company may waive the  
17 fourteen-day notification requirement when, in the exercise of good judgment, any delay  
18 in submitting the request should be excused.

19         Employees may use Vacation leave in increments of four hours or greater.  
20 Requests for Vacation leave must be approved in writing by the Company. Vacation  
21 requests will generally be evaluated on a first come, first served basis, and will not be  
22 unreasonably denied. In the event that two employees submit simultaneous vacation  
23 requests for the same day(s), the Company will consider: (1) the length of the vacation

1 requests, (2) operational needs, and (3) Company Seniority, when evaluating the  
2 requests. Whenever possible, preference shall be given to “block vacation” requests,  
3 i.e., requests consisting of all regularly scheduled days in any given workweek. Vacation  
4 balances will be updated each pay period and available for viewing at JetLink.

## 5 **Sick Leave**

6 All PHX employees of JetStream are eligible to accrue and use paid sick leave.

7 An employee is entitled to use sick leave for absence from work due to:

- 8 • He or she is ill or injured or to receive medical care;
- 9 • A member of his or her family is ill, injured, or needs to receive medical  
10 care;
- 11 • The employee or a family member is a victim of domestic violence, or;
- 12 • The employee’s workplace has been closed or the employee must care for  
13 a child whose school or daycare has been closed due to a public health  
14 emergency.

15 For the purpose of sick leave, “family member” includes an employee’s: child;  
16 legal guardian or ward; spouse or domestic partner; parent; parent of spouse or  
17 domestic partner; grandparent; grandchild; sibling; any other person related by blood or  
18 whose close association with the employee is equivalent to a family relationship.

19 Employees may use sick leave only for the purposes described in this policy.

20 Employees may not use sick leave for other personal absences or to increase vacation  
21 days.

22 For purposes of sick leave, a year is measured as the 12-month period beginning  
23 on the employee’s first day of employment or the anniversary of that date. Employees

1 begin accruing earned paid sick time at the commencement of employment or on July 1,  
2 2017, whichever is later. Employees accrue sick leave on a prorated basis at the rate of  
3 one hour of leave per 30 hours worked, up to a maximum of 40 hours each year. For  
4 newly hired employees, accrual begins on the employee's first day of work, but  
5 employees are not entitled to use their accrued sick time until they have worked for  
6 JetStream for 90 calendar days. Thereafter, an employee may use sick leave as it is  
7 accrued. Employees may carry over up to 40 hours of unused sick leave from one year  
8 to the next.

9 Employees may request to use sick leave by notifying a member of management  
10 in writing, by electronic means, or making a verbal request. The request should include  
11 the anticipated duration of the absence, if possible. If the use of paid sick time is  
12 foreseeable, the employee should make a good faith effort to provide advance notice  
13 and should make a reasonable effort to schedule the absence so that it does not unduly  
14 disrupt the operations of the employer.

15 For an absence of more than three consecutive work days, the Company may  
16 require reasonable documentation signed by a health care professional that indicates  
17 the paid sick time was necessary. The Company expects regular, reliable attendance  
18 and timeliness from all employees. An employee who requests or uses sick leave in a  
19 manner inconsistent with this policy or who otherwise violates this policy may be subject  
20 to disciplinary action.

21 An employee's use of sick leave does not constitute hours worked for purposes  
22 of calculating an employee's entitlement to overtime pay.

1           The Company will not discriminate against or subject any person to retaliation  
2 for: (1) asserting any claim or right under Arizona’s Fair Wages and Healthy Families  
3 Act, including requesting or using earned paid sick time; (2) assisting any person in  
4 doing so; or (3) informing any person of their rights under the Act.

5           **Military Leave**

6           Military leaves are available to eligible employees who are members of, or enter,  
7 the Uniformed Services of the United States, including the National Guard and the  
8 Commissioned Corps of the Public Health Service, or the state military forces, or the  
9 reserve components of the same, and who participate in active or inactive duty or  
10 training.

11           The Company will grant such leave in accordance with applicable state and  
12 federal laws, provided all legal requirements are satisfied and the employee returns to  
13 work or applies for reemployment within the time prescribed by law. When an employee  
14 returns from military leave, he or she will be entitled to a position in accordance with  
15 applicable law. Nothing in this policy requires the Company to reemploy individuals who  
16 are not eligible for reemployment under USERRA or other applicable law.

17           Except as required by federal, state or local law, all military leave is unpaid. An  
18 employee may, but is not required to, use any accrued paid vacation leave while on  
19 military leave. Employees on federal military leave may be entitled to continue health  
20 insurance benefits, at the employee’s expense, for up to twenty-four months.

21           Employees should contact the Company’s Human Resources Department to make such  
22 arrangements.



1           The employee must provide the Company with advance notice of the need for  
2 leave whenever possible. To obtain further information about military leaves, or if you  
3 are unable to comply with this schedule due to injury or otherwise, please contact the  
4 Company's Human Resources Department.

#### 5 **Bereavement Leave**

6           Employees who have completed their 120-day probationary period may have up  
7 to two consecutive working days off, with pay, to arrange for and attend the funeral of  
8 an immediate family member, or to grieve for that family member. For purposes of this  
9 policy, an employee's "immediate family" is defined to include the employee's current  
10 spouse, domestic partner, parent, step-parent, parent-in-law, sibling, child, or step-child.

11           Employees will be paid their regular rate of pay for each day of absence taken as  
12 bereavement leave. Employees will be paid only for the hours the employee was  
13 scheduled to work. To request time off for bereavement leave, the employee should  
14 contact management or the Company's Human Resources Department. When  
15 requesting bereavement leave, employees may be requested to provide written  
16 evidence of their relationship to, and the death of, the immediate family member.

17           Bereavement leave shall be non-cumulative from year to year. Bereavement  
18 leave shall be capped at two days per year. If an employee requires more than two days  
19 off for bereavement leave, the employee may request additional unpaid leave or the  
20 opportunity to use any accrued vacation time.

#### 21 **Jury Duty**

22           All employees are entitled to unpaid leave for jury service. The Company shall  
23 not require or ask an employee to use his or her accrued annual, vacation, or sick leave

1 for time spent responding to a jury summons, participating in the jury selection process,  
2 or serving on a jury.

3 An employee who receives a jury summons (or a subpoena or other order to  
4 appear as a witness), must immediately notify his or her supervisor and provide a copy  
5 of the jury summons, subpoena, or other order. An employee must also provide his or  
6 her supervisor with a Jury Duty form signed by the court clerk attesting to the fact that  
7 the employee did, in fact, report for Jury Duty and/or a copy of a subpoena or other  
8 order commanding his or her appearance as a witness.

9 After performing jury service, an employee is entitled to return to his or her  
10 former position without a loss of seniority or precedence. If the employee's position is no  
11 longer available, the employee must be restored to a higher position commensurate  
12 with the employee's ability and experience.

### 13 **Personal Leave of Absence**

14 An unpaid personal leave of absence may be available, at the Company's  
15 discretion, to non-probationary employees who: (1) have completed six months of  
16 service, (2) work a regular schedule of 30 hours or more, and (3) have no other  
17 applicable leave available to them. If granted, these leaves may not exceed 30 days.  
18 Employees on a personal leave of absence do not accrue vacation or sick time, except  
19 as required by law.

20 When evaluating a request for unpaid personal leave, the Company may  
21 consider factors such as the employee's length of service, performance, responsibility  
22 level, discipline record, reason for the request, length of time off requested, other leave  
23 time taken, and the impact on the Company's operations.

1           Upon completion of an approved personal leave, there is no guarantee that the  
2 employee will be returned to the same shift and days off, except as required by law. If  
3 an employee fails to return from a leave at the agreed-upon time, he/she will be  
4 considered to have voluntarily resigned.

5           To initiate a request for unpaid personal leave, employees must first submit a  
6 written request to their manager. The employee's manager will then discuss the  
7 circumstances with the Company's Human Resources Department to determine  
8 whether the request will be approved.

9           When leave is due to an illness or injury, the Company may require the employee  
10 to present a note from a health care provider to support the leave request. Before  
11 returning to work from a personal leave due to the employee's own illness or injury, the  
12 Company may require the employee to provide a note from a health care provider  
13 indicating that the employee is medically able to return to work.

14           Insurance benefits are not suspended while an employee is on a personal leave  
15 of absence. However, the cost of any benefits will be borne by the employee in the  
16 same manner as prior to the leave. Any arrangements for continuance of benefits must  
17 be made prior to the leave by contacting the Company's Human Resources  
18 Department.

19           **Unpaid Union Leave**

20           An employee elected or selected to a full time job in the local Union, or the  
21 International Union, which takes him from his employment with the Company, shall  
22 upon written request to the Company receive an unpaid leave of absence for the  
23 duration of his employment with the Union, or until this Agreement expires or is

1 terminated. Such an unpaid leave of absence may be extended only by mutual written  
2 agreement. Upon completion of his leave of absence during the existence of this  
3 Agreement, he shall be re-employed according to his seniority in the same job  
4 classification that he held prior to leaving at the wage rates existing at the time of his  
5 return, provided such work is available for him according to his seniority, and he has the  
6 ability and qualifications to perform such work. Seniority shall accumulate during such  
7 leave of absence.

8           Temporary leaves of absence without pay, not to exceed three weeks, may be  
9 approved by the Company on a case by case basis. In deciding whether to approve  
10 such temporary union leave of absence, the Company will consider, among other  
11 factors, the total number of employees who are requesting leave during the same period  
12 of time. When the number of employees requesting temporary union leave at any given  
13 time would impose a strain on the Company's operational needs, the Company will  
14 make the decision to approve leave in seniority order, and the decision to deny leave in  
15 reverse seniority order. The number of employees attending Union Negotiating  
16 Committee functions shall not exceed three employees per week.

1                    **Article 20 – Safety and Health, Uniforms and Equipment**

2                    **Safety and Productivity**

3                    Safety is the responsibility of both management and of every employee. Both the  
4                    Company and each employee shall strive to maintain safe and healthful conditions to  
5                    protect all employees from injury. It is the desire of all Parties to this Agreement to  
6                    maintain high standards of safety in the operations of the Company in order to  
7                    eliminate, as far as possible, industrial accidents and illnesses.

8                    The Company, Union and employees shall work together and cooperate in  
9                    maintaining workplace safety. The Union and employees recognize their duty and  
10                   responsibility to assist in maintaining safe, sanitary and healthful conditions.

11                   It is recognized that there must be mutual understanding, harmony and  
12                   cooperation among employees and between employees and the Company, and that  
13                   duties must be faithfully and safely performed in order for the Company and its  
14                   employees to fulfill their mutual responsibilities. The Company recognizes the  
15                   importance of communicating with affected employees when making or changing  
16                   employee assignments or tasks. For example, if the need arises to reassign an  
17                   employee who is working with a particular team, management should ensure the Lead  
18                   is aware of the reassignment.

19                   Employees shall obey all of the Company safety rules and operational  
20                   procedures, and shall wear all required safety devices. The Company will provide or  
21                   make available a written copy of all the Company safety rules and operational  
22                   procedures. The Company, Union, and the employees agree to comply with all state  
23                   and federal laws regulations and rules.

1 Employees shall immediately report to management any accident or injury, major  
2 or minor, which may occur. If so directed, the employee will report immediately to  
3 designated medical personnel.

4 An employee with a concern about or knowledge of a potential safety problem in  
5 any facet of the Company's operation should immediately alert his supervisor for  
6 investigation and/or corrective action. Employees are expected to report unsafe areas,  
7 conditions, equipment, and tools to their immediate supervisor in writing on a form  
8 designated by the Company with a copy to the chief steward. The Company will give a  
9 written response as to the result of the investigation and any corrective action taken.  
10 This notification will be to both the reporting employee and the chief steward.

11 All employees will be treated with dignity and respect during the investigation of  
12 safety concerns. No employee will be disciplined for calling to the attention of the  
13 Company any actual or potential safety concern. The Company has the ultimate  
14 responsibility and shall make the final determination on all matters of safety and safety  
15 rules. Each employee has the responsibility to work in a safe manner and remove or  
16 eliminate hazardous conditions or equipment or unsafe acts within that employee's  
17 control.

18 The Company shall remove from the workplace any employee that it reasonably  
19 believes presents a safety risk to its employees or customers. As soon as possible after  
20 the removal of an employee the Company will notify a Union representative of the  
21 circumstances leading to such removal.

22 The Company will make available a climate controlled area in which the  
23 employees may take their breaks. Additionally, during the summer months the

1 Company will provide in an “Igloo” type drink cooler and a “Gatorade” like drink mix for  
2 the purposes of hydration in the work areas.

### 3 **Safety Committee**

4 The Union shall have the right to discuss with the Company conditions concerning  
5 safety and possible physical risks to employees. A safety committee of up to three  
6 employees from various shifts shall be designated by the Union. This Committee shall  
7 meet with the director of operations, or designee, monthly to discuss safe working  
8 conditions. Recommendations of this committee will be considered by management and an  
9 explanation of any decision made by the Company will be provided after a reasonable  
10 period of time in which the Company may investigate the concerns.

### 11 **Uniforms and Equipment**

12 The Company shall provide each employee with five Company shirts at no cost  
13 to the employee, and shall provide replacement shirts when worn or damaged, in the  
14 Company’s discretion. Employees will receive a Company jacket following their one-  
15 year anniversary with the Company. The Company will provide disposable rain gear at  
16 no cost to the employees.

17 Upon separation of employment, employees may be required to return any  
18 uniforms or equipment issued by the Company, including the employee’s airport  
19 identification badge, parking pass, or any other items belonging to the Company. If the  
20 employee fails to return said items, the prorated replacement cost of these items will be  
21 deducted from the employee’s last pay check.

22 Employees covered by this Agreement are required to keep their Company  
23 furnished clothing as clean as possible at all times.-Shop stewards covered by this

1 Agreement will be allowed to wear a union hat and/or pin/badge on the Company  
2 uniform.

3 The Company will make available to each employee a locker in which to secure  
4 Company issued equipment and personal effects.

5 The Company shall furnish all special tools (such as PDAs / Radios) when the  
6 Company requires the employee to use the special tools in the performance of their regular  
7 duties. At no cost to the employee, the Company will provide employees with all items  
8 which it deems to be personal protective equipment (“PPE”) needed to perform their  
9 duties. At a minimum this PPE will include high-visibility vests, gloves, and hearing  
10 protection for each employee. Safety eyewear will also be available.



1 **Article 21 – Retirement Savings Plan**

2 Bargaining Unit Employees shall be eligible to participate in the Company's  
3 401(k) Plan under the same terms and conditions as other Jetstream Ground Services  
4 Inc. employees. After 120 days of employment, employees over the age of 21 will  
5 automatically be enrolled in the Jetstream 401(k) Retirement and Savings Plan.  
6 Employees will be auto-enrolled at 4% of employee's income unless they elect to  
7 withdraw from the Plan and complete an "Opt-Out Waiver" form provided by the  
8 Company.

9 The Company will match 25% of the first 4% of the employee contribution. Over  
10 the life of this Agreement, the Company will not make changes to the 401(k) plan that  
11 results in a reduction in the Company match for members of this bargaining unit.



1                    **Article 23 – General and Miscellaneous Provisions**

2                    **Company Property**

3                    The employee is responsible for all Company property including uniforms in his  
4 possession. It is the responsibility of the employee to ensure that any item provided to  
5 him for the performance of his work shall be returned to the Company in a timely  
6 manner. In the event of termination of employment, all Company property in the  
7 employee’s possession must be returned to the Company. If items are not returned,  
8 their replacement cost will be deducted from the employee's final paycheck.

9                    **Parking**

10                  The Company will continue to provide and pay for airport parking for the  
11 employee covered by this Agreement.

12                  **Shift Swaps**

13                  Employees may engage in shift swaps with other qualified employees. All swaps  
14 shall be approved by management in writing on a Company approved form before the  
15 scheduled swap. Once approved, and for all purposes of this Agreement, a swap will be  
16 considered an employee’s regular scheduled shift. A swap can only be cancelled with  
17 prior approval of management and the employee who swapped off.

18                  Employees may schedule a maximum of ten shift swaps per month.  
19 Management may deny any request for a shift swap that would result in overtime.

20                  In addition to any other discipline that may be applicable, employees who fail to  
21 report for a swap or are tardy may have their swap privileges suspended or revoked.

1

## **Article 24 – Duration**

2

This Agreement shall be effective from the Date of Ratification and shall

3

terminate on December 31, 2021. The duration of this Agreement may be modified

4

during the term of this Agreement upon the mutual, express written consent between

5

the Parties hereto. Any such modifications must be signed by a duly authorized

6

representative of each Party.

1

2           In witness whereof the Parties have caused this Agreement to be executed this

3 \_\_\_\_ day of May 2019.

4

5 For the Company

For the Union

6 \_\_\_\_\_

\_\_\_\_\_

7 Marc Desnoyers