

AGREEMENT BETWEEN

Scientific Concepts, Inc.

at

**United
San Francisco International Airport**

and

**IAM
Local Lodge 1781**

Term:

November 19, 2015 – November 30, 2018

Articles:

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Article 1

Purpose of Agreement

- A. The purpose of this Agreement is to provide for the operation of services of the Company under methods that will best advance the efficiency of operation and for the continuation of employment under reasonable hours, compensation and working conditions. This Agreement establishes the responsibility of the Company, Union and the employees to cooperate fully for the advance of that purpose.

- B. No employee covered by this Agreement shall be coerced, restrained, discriminated against or interfered with by Company officers or agents because of membership in or lawful activity on behalf of the Union.

- C. There shall be no harassment and/or discrimination of employees based on age, sex, race, color, religion, national origin, disability, veteran status or sexual orientation.

Article 2

Scope of Agreement

- A. The Company recognizes the Union, pursuant to the National Labor Relations Board Certification in Case No. 20-RC-17972, as sole and exclusive bargaining agent for all classes and grades of Aircraft Cleaner and lead Aircraft Cleaner employed by the Company at SFO Terminal, United Airlines' Maintenance Base and all other adjacent areas required for the Company to fulfill its contractual obligations with United Airlines or its successors. This IAM-represented group shall be called the Bargaining Unit.

- B. No work currently performed by employees covered by this Agreement shall be contracted to non-bargaining unit employees unless the Company can demonstrate to the Union that the Company does not have the manpower, facilities or skills to perform the work.

- C. Non-bargaining unit employees, including management agents, may not perform work covered by this agreement except in the training of new personnel or in an urgent necessity. Wage claim of one-hour minimum will be paid aggrieved employees when the Company deviates from this policy.

- D. Any new classifications of work or changes in current classifications must be negotiated with the Union.

Article 3

Classification of Work

- A. The work of a Aircraft Cleaner shall consist of all duties currently performed and other future expanded duties related to cleaning of aircraft (interior and exterior) parts cleaner, maintaining equipment and the movement and storage of supplies, and other related duties necessary to fulfill its' contract with United Airlines.

- B. The work of a Lead Aircraft Cleaner shall be the same duties of a cleaner with the added responsibility of leading and directing a work crew.

Article 4

Hours of Service

- A. The standard work week for a regular full time employee shall be forty (40) hours of five (5) eight (8) hour days worked from midnight Saturday to midnight Saturday, with two (2) consecutive days off.

- B. Two paid 15-minute rest periods shall be scheduled during the first four and second four hours of each eight-hour shift. An unpaid 30-minute lunch period will be scheduled in the middle of each shift as practical. Employees are expected to be back at their work location by the end of their break and lunch period unless the company designates a break or lunch area away from the work area.

- C. Part time work or temporary work will not be scheduled to reduce the number of full time employees to circumvent the terms of this Agreement.

- D. If part time work or temporary work is required, the Company will discuss with the Union the hours of service and duration of employment. In all cases, the terms of this Agreement will apply.

- E. If it becomes necessary to adjust employee work schedule they will be giving 7 calendar days notice of such changes and will properly posted.

Article 5 Seniority

- A. Company seniority shall be defined for all classifications as the length of service within the total bargaining unit from the date of hire. Classification seniority within a separate bargaining unit classification shall be defined as the length of service from the last date of hire or promotion into the classification. When the term seniority is stated in this contract it shall always mean Company seniority unless mentioned otherwise.

- B. Company seniority, plus the ability to satisfactorily perform the job and meet security requirements, shall apply in promotions, layoff, preferences of shift and day off patterns, filling of all vacancies and of part time and full time positions and transfers between work areas in the Bargaining Unit (Terminal and Base). There will be a ninety (90) day trail period for employees promoted as a result of this paragraph.

- C. Recalls (Terminal and Base) shall be in reverse order of layoff.

- D. All new employees are probationary for the first ninety (90) days. Probationary employees can be terminated without recourse to the Grievance Procedure. After ninety days, the new employees will be placed on the Bargaining Unit seniority list with the employee having the lowest last four digits of their social security number being placed first.

- E. Employees lose seniority and have their names removed from the seniority list for the following reasons:
 - 1. The employee quits or resigns.

2. The employee is discharged for cause.
3. The employee is absent from work for three (3) consecutive scheduled workdays without properly notifying the Company unless a satisfactory reason is given for failure to notify.
4. The employee does not notify the Company in writing of the intention to return to service within seven (7) days of a registered mailed notice being sent offering re-employment.
5. Employee does not return to work on or before the re-employment date, which will not be less than fifteen (15) days after the date when the registered mail notice was sent to the employees last know address. It is the obligation of the employee to provide any address changes in a timely manner.

Article 6 Vacation

Employees are entitled to accrue vacation as follows:

One week vacation after one (1) year of active service (vacation accrues at the rate of .0192 hour of vacation for every hour worked up to 40. Vacation does not accrue on any overtime worked).

Two weeks vacation after three (3) years of active service (at the rate of .0385 hour of vacation for every hour worked, up to 80. Vacation does not accrue on any overtime worked); and

Three weeks vacation after five (5) years of active service (at the rate of .0577 hour of vacation earned for every hour worked up to 120. Vacation does not accrue on any overtime worked.)

Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Temporary employees do not accrue paid vacation.

Article 7 Wages

Nothing in this agreement provides for the reduction of wages, hours, benefits or any conditions of work existing at the time of contract ratification. The Quality Standard Program (QSP) of the City and County of San Francisco controls minimum wages and health benefits.

The following job classifications currently existing:

Aircraft Cleaner	\$13.52
Leads Aircraft Cleaners	50 cents above rates

Differential:

<u>Midnight Shift Differential</u>	<u>\$0.25 per hour</u>
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Article 8 Holidays

1. Observed Holidays. The Company recognizes six (6) paid Holidays. Any regular employee, who has worked ninety (90) calendar days, will receive their regular pay for each of the following days:

January 1
Memorial Day
July 4

Labor Day
Thanksgiving Day
Christmas Day

To be eligible for holiday pay, an employee must have worked their scheduled work day before and after the designated Holiday. If an employee is on vacation when the Company observes a Holiday, the employee will be paid for the Holiday and will be granted an alternate day of vacation at a later date.

2. Floating Holidays. In addition employees are eligible for two (2) floating holidays each calendar year, one of which at the employees request may be taken on the employees actual birthday and the other on their company anniversary. Alternatively the employee may use these days as floating holidays to be taken throughout the year. These two floaters will be paid at 8 hours of straight time each.

Article 9 Investigations, Grievance and Arbitration

Section 1. A grievance is defined as any complaint or dispute whereby either party alleges that the other party has violated a provision of this Agreement. All grievance which may arise between the Union and the Company, or any employee or group of employees, shall be adjusted in accordance with the following grievance procedures:

Investigations

1. An employee who has completed his/her probationary period will not be disciplined or discharged without just cause. Except for attendance/dependability matters below the level of termination warning, the Company will conduct an investigatory meeting with an employee to discuss charges that, with reasonable foreseeability, could result in discipline. The Company will provide written notice to the employee of any such action, and will copy the Union on all such notices. An employee who has completed his/her probationary period will have access to the

grievance process.

2. The Company will follow a progressive discipline system. This will not limit the Company's ability to discharge employees for a single serious offense, to hold an employee out of service without pay, or to issue a disciplinary suspension if circumstances so warrant.

3. If the Company intends to question a non-probationary employee as part of an investigation that, with reasonable foreseeability, could result in discipline against that employee, the Company will inform the employee that he/she has the right to have a Union representative present during the questioning. If the employee elects to have a Union representative present, the Union representative will not interfere with the Company's questioning, but at the conclusion of the Company's questioning will be given an opportunity to ask clarifying questions. The Union representative will be afforded a reasonable opportunity to consult with the employee before questioning begins. This Section A.3 will not apply to Supervisor inquiries of employees in the normal course of work.

4. Employees held out of service pending investigation of disciplinary charges will incur no loss of pay, except that employees may be held out of service without pay when charged with any of the following: (1) being arrested for or charged with a disqualifying criminal offense that falls under the jurisdiction of the airport or city where the employee works; (2) participating in an unlawful or prohibited job action; (3) refusal or adulteration of a drug or alcohol test; (4) insubordination, or refusal to obey a direct order that is not safety-related; (5) refusal to participate in a Company investigation; (6) an act or threat of abuse or violence; (7) an act of fraud; or (8) use or possession of alcohol, illegal drugs, or weapons on Company property.

5. No employee will be disciplined to the extent of loss of pay (other than for insubordination, job abandonment or failure to attend a scheduled investigatory meeting) or discharged from employment without a prompt, fair and impartial investigative hearing at which he may be represented and assisted by Union Representatives. Prior to the hearing, the Company will give the Union and employee copies of any previous disciplinary action letters which are to be considered, and the Company will advise the Union in writing of the precise charges against the employee. The Union and

employee will have at least 48 hours advance notice (excluding Saturdays, Sundays, and Holidays) prior to any disciplinary hearing, and at least 48 hours (excluding Saturdays, Sundays, and Holidays) before the hearing the Company and the Union will provide to each other copies of documents or records upon which they intend to rely at the hearing. Any appeals of discipline imposed as a result of the investigative review hearing will be made directly to Step 3 of the grievance procedure using the rules and time limits, which apply to that step.

6. Witnesses necessary for a proper disciplinary investigation or hearing will be compensated at their applicable rate for time spent in the investigation or hearing. The employee charged or under investigation will be compensated for time spent in the investigation or hearing at his/her straight-time rate.

7. Upon written authorization from the employee, the Company will provide the Union with access to the employee's personnel file at a time and location to be determined by the Company, and the Union will be entitled to copies of any documents contained in the file.

8. Upon receipt of the employee's written request submitted no sooner than 12 months after the date of a disciplinary letter (including letters of warning, reprimand, or suspension), the Company will remove the record of that disciplinary action from the employee's active personnel file. The 12-month waiting period will not include periods while the employee was on layoff. Regardless of whether the employee requests removal, disciplinary letters more than 12 months old may not be considered by the Company as part of the employee's past record when assessing subsequent discipline.

a. In instances of disciplinary discharges or discipline involving a violation of the Company's policy against harassment, discrimination, or retaliation (H&D Policy), the record will, pursuant to Section A.8 above, be removed from the employee's personnel file. However, records will remain in the Company's corporate fair employment practices files for 48 months and during that period may be considered in connection with future alleged instances of the employee's violation of the Company's H&D policy.

9. In the event that the Company determines that an employee holding a

Lead classification is not meeting the qualifications and performance requirements of the position, the following process will normally apply:

a. The Company will provide the employee with coaching and counseling that makes the employee aware of his/her performance deficiencies and the improvements or corrections required to bring his/her performance to acceptable levels to remain in the Lead position.

b. If the employee continues to perform below acceptable levels, a written warning will document that fact and formally notify the employee that failure to correct his/her performance to a level meeting the qualifications and performance requirements of the Lead position will result in the employee being returned to the basic classification associated with the position. This written warning will remain in effect for 12 months,

c. Regardless of whether or when the Company determines that the employee either has improved to acceptable levels or should be returned to the basic classification.

d. At any time after issuance of the written warning while it remains in effect, the Company may return the employee to the basic classification based on its judgment that the employee does not meet the minimally acceptable qualifications and performance requirements of the Lead position.

e. As circumstances warrant, these performance improvement steps may be accelerated or escalated to correct the employee's conduct. Documentation is not subject to automatic purging and will remain in the employee's file until it expires according to its terms.

Grievances

1. Purpose. If an employee, group of employees, or the Union believes that the Company has either violated the Agreement in how it disciplined or discharged an employee or interpreted or applied the Agreement, the complaint should be settled at the lowest possible level based upon the facts and common sense under the following procedures. The Company will designate a representative(s) at each location where persons covered by this Agreement are employed who is empowered to settle all local grievances not involving change in Company policy, or interpretations, or

changes in the intent and purpose of this Agreement.

2. Procedures

a. Time Limits. Because the ability to research or document issues decreases over time, complaints must be lodged promptly after the disputed event occurs. The Company is not responsible for any monetary remedy extending more than 30 days prior to the filing of the complaint in writing in Step 1. Any Company answers not appealed in writing within the required time limits for any step of the procedure will be considered closed on the basis of the Company's answer, unless the time limits have been extended by mutual written agreement. Complaints not timely answered by the Company are considered denied, and may immediately be appealed to the next step of the procedure. Time limits for hearings, appeals, decisions, and System Board responses exclude Saturdays, Sundays, and Holidays.

b. Stenographic Record. Whenever the parties agree that a stenographic record should be made of any investigation or hearing provided for in this Agreement, the cost will be shared equally by both parties to the dispute. When it is not mutually agreed that such a stenographic record should be made, the party that desires such stenographic record may obtain and pay for it. A copy of such stenographic record will be furnished to the other party to the dispute upon request at pro rata cost. The cost of any additional copies requested by either party will be paid by the party requesting them, whether the stenographic record is taken by mutual agreement or otherwise.

c. Management Grievance. The Company may file a grievance against the Union. Any such grievances will be filed in writing with the Union's President and Directing General Chairperson, who will provide a written answer within 14 days. If the answer is unsatisfactory, the Company may appeal the grievance to the System Board within 14 days following receipt of the Union's answer.

3. Steps

a. Step 1

(i) If an employee has a complaint, he should first discuss the matter with

his Supervisor, who will attempt to settle the matter.

(ii) If the issue is not satisfactorily resolved, the employee may request a Steward to handle the matter with the Supervisor.

(iii) If the matter is still not resolved, within 30 days of when the employee first knew or should have known of the event giving rise to the dispute, the Steward must put the facts in writing on a standard form provided by the Company and give it to the Supervisor, who has 3 days to give the Union a written response. The complaint form and response will not prejudice either party from raising facts or arguments at future steps of this Grievance Procedure.

b. Step 2

(i) If the Union decides to pursue the complaint further, it must be filed in writing with the Company on a standard grievance form within 15 days from the time for the Supervisor's written response in Step 1.

(ii) Unless other provisions in Step 2 apply, the grievance will be considered in a hearing between local management representative(s) and the Local Union Committee within 15 days of the Company receiving the Step 2 grievance form. The Company will provide a written answer to the grievance within 5 days after discussions have concluded. If it is not satisfied with the response, the Union may appeal the grievance to Step 3 of the procedure within 15 days from the Company's written answer. This appeal may contain any disputed or additional germane facts.

(iii) At the request of either party, contract interpretation grievances concerning the intent rather than the application of the Agreement will not be heard in a Step 2 grievance hearing, but instead may be submitted directly to Step 3 of this Grievance Procedure. If upon review at Step 3 the parties agree that a grievance submitted under this Section relates to contract application rather than intent, the grievance will be returned directly to Step 2 for full consideration of all issues.

c. Step 3. If not settled earlier, the grievance will be reviewed by representatives appointed by the Company and Union within 10 days of its referral to Step 3. The Company will provide a written answer within 14 days of this review. If the Union decides to further appeal the answer to the

System Board, within 40 days from the Company's answer it must perfect all facts in a written Submission to the Company and the System General Chairman.

Arbitration

Section 1. If any grievance cannot be settled pursuant to the grievance procedure, either party may take the matter to arbitration by notifying the other party, in writing, of such decision. If the written arbitration notification is not received within sixty (60) calendar days of the Company's written Step 2 answer, the matter shall be considered settled.

Section 2. The grievance shall be submitted to an arbitrator whom the parties will attempt to choose by mutual agreement, within fourteen (14) calendar days after the service of notice has been completed under Section 1. In the event the Company and the Union are unable to agree on the selection of an arbitrator, they shall request the Federal Mediation & Conciliation Service (FMCS) to provide a list of arbitrators residing in California from which an arbitrator shall be chosen as follows: Either party may reject the initial list and ask for a second list, if such request is made within ten (10) days of receiving the initial list, if neither party rejects the initial list, each party shall alternately strike names from the panel and the remaining arbitrator shall serve in the case. The party filing the grievance shall strike first. The request to FMCS must be made within ten (10) days from the end of the period provided for the parties to mutually agree upon the arbitrator. The Union's failure to make a timely request to FMCS constitutes acceptance of the Company's last position. The rules set by FMCS shall apply, unless otherwise set forth in this Agreement.

Section 3. The decision of the arbitrator shall be final and binding upon the Company, the Union, and the employees, and in no event shall the arbitrator have any power to add to, subtract from, change, or modify any provision of this Agreement.

Section 4. The arbitrator may rule on only a single grievance unless the parties mutually agree otherwise in writing.

Section 5. The fees of the arbitrator shall be the responsibility of the losing party in the arbitration.

Section 6. Any back pay awarded shall be mitigated by other compensation received by any employee from any source while he/she was in a suspended, discharged, laid off, or other inactive status. The intent of this clause is to make the employee “whole”.

Article 10

Union Representation & Union Security

Union Representation

- A. The Union shall designate the number and placement of all Shop Stewards and Local Committee Person. District 141 Representatives or their designees, who may or may not be employees, shall further represent the Union. The Union shall have full access to the membership, including new members during orientation, to carry out Agreement responsibilities. The Company will assign the Union appropriate areas for the placement of Union Bulletin boards.
- B. Shop Stewards – The Stewards {no more than four (4) total between the Base and Terminal} shall be given reasonable time to investigate grievances. The result will be promptly reported to respective Manager for discussion and resolution.
- C. Local Committee Person – There shall be one designated for the Terminal and Base. If there is still no mutual agreement, the Union has the right to request a Local Hearing with the Manager acting as an impartial Hearing Officer.
- D. The Union will be represented at the Local Hearing by the Local Committee Person and Designee. The Company will select its representative. Both parties will have the right to question witnesses,

make statements and to take minutes of the proceedings. No recording devices are allowed nor people outside the Union, Bargaining Unit or Company.

- E. The Hearing Officer will render a written decision within ten (10) days of the hearing after which the Union can submit the matter to Arbitration panel that is mutually agreeable to the parties. Prior to the Union submitting a case to Arbitration, the parties agree to using non-binding Federal Mediation.

- F. It is the interest of both the Company and Union to respond quickly and fairly to issues in the workforce. Therefore, the Company will allocate the necessary time for each Local Committee Person to investigate complaints by speaking with employees and stewards and to report to the Manager.

- G. The Company will consider requests from the Union for leave of absences for Bargaining Unit members to fulfill essential Union business.

- H. Under no circumstances will the Union or employees engage in, instigate, cause, permit, encourage or take part in any strike, unfair labor practice, sympathy strike, jurisdictional strike, work stoppage, picket curtailment of work, reduction of production or interference of any kind with the operations of the employer.

- I. The Employer shall not engage in a lockout during the term of this Agreement.

Union Security

- A. All the employees of the Bargaining Unit shall become members of the union after ninety (90) days and shall thereafter maintain such membership in good standing as a condition of employment.

- B. The Union will send registered mailed notice to the Company and the employee of the requirement of discharge for employees not in good standing in the Union. The Company will give the employee a discharge notice after five (5) days of receipt but not later than seven (7) days of receipt of such notice from the Union.

- C. Upon receipt of a signed "card check" Authorization of an employee, as required by applicable state and federal laws, the Company will deduct from the employee's paycheck Union initiation and/or reinstatement fees and dues payable by the employee to the Union. All Union dues shall be deducted by the Company on the first regular paycheck of the month. All other Union deductions shall be made by the Company in four equally dispersed payments.

- D. In the event a deduction is not made for one or more consecutive payroll deduction date (s) because of lack of employee earnings or other circumstances, the Union will notify the Company in writing of the employee, the months missed and the amount payable. Upon receipt of the notice, the Company will make the necessary deductions on the next regular payroll up to a double dues deduction until the member is in good standing.

- E. Deductions in this Agreement shall be remitted to the authorized official of the Union no later than the month following the deduction along with a record of the names of employees from which deductions have been made.

- F. The Union shall indemnify the Company and hold the Company harmless from any claims, awards, decisions or judgments that arise from the application of this Union Security clause.

Article 11 **Overtime**

Overtime Sign-up

Employees may request overtime by adding their names to an overtime sign-up list that will be available on Monday prior to the potential overtime work. The sign-up sheet will stay posted until the end of the day on Wednesday. The company will post those awarded the overtime no later than 12:00 (noon) on Friday. If the minimum requirement is not met the company may utilize junior employees to fill the overtime on a rotating schedule by juniority.

Awarding Overtime

Overtime will be awarded to the employees with the least amount of accrued hours.

Article 12 **Miscellaneous**

Safety

The Company shall make every effort to create a safe working environment. The Union and the Company will designate a safety person to aid in this effort.

1. Safety is the most important priority and is the responsibility of all employees. All employees are expected to help maintain a safe, sanitary, clean and healthy work environment. Each employee will work in a safe manner to ensure unsafe acts or conditions are eliminated. To ensure a safe environment, employees are required to comply with the Company's safety programs, safety policies and procedures. Employees are expected to immediately report unsafe conditions, equipment, tools and practices to a supervisor in the affected work area.

2. The Company will maintain emergency first aid equipment accessible to employees on all shifts. Employees taken sick or injured at work will be provided medical attention as promptly and reasonably practicable.

3. The Company will provide all required personal protective equipment such as rain gear, rain boots and the proper gloves at no cost to the employee. Employees will be required to use or wear such devices in performing such work.

4. The Company agrees to maintain safe, sanitary, and healthy working conditions in all facilities and agrees to furnish good drinking water and sanitary fountains.

5. Individual lockers will be provided for all employees where space and lockers are available.

6. The Company and IAM-represented employees will comply with all federal, state, and local laws, rules, and regulations applicable to providing a safe work place for employees.

Uniforms

If the company requires Uniforms they will be provided at the cost to the employees. In addition, employees will be provided at no cost with: (a) replacements for items damaged through no fault of the employee while performing the employees' duties, including normal wear and tear; (b) maternity shirts for pregnant employees; and (c) the initial piece of any additional new uniform item required by the Company.

Parking

If free parking facilities are not readily available for employees at their normal work locations, the Company will pay the standard monthly parking fee charged for parking in the area designated for employees at that location.

Jury Duty

The Company will grant employees time off for mandatory jury duty. A copy of the court notice must be submitted to the employee's manager. The employee requesting jury duty leave will receive the difference between jury duty pay and their normal wage for each day of jury duty. It will be the employee's responsibility to keep their Supervisor informed about the amount of time required and pay received from jury duty.

Saving Clause

If any or part of this Agreement is ruled invalid or unlawful, the rest of the Agreement shall remain in effect and negotiations will begin to replace the invalidated portion.

Funeral Leave

Funeral Leave will be granted to regular employee in the event of absences necessitated by the death of a family member. In the event of the death of an employee's father, mother, **spouse or child** the employee will be granted two (2) days off work with pay. In the event of the death of a grandparent, daughter or son –in law, or sibling, the employee will be granted one (1) day off with pay. Vacation days may be used if additional time is needed. Requests for funeral leave should be made to the employee's Supervisor.

Probation

The probationary period for employees shall be ninety (90) calendar days, during which the Company can discharge the employee without a hearing. A performance review will be conducted before the end of probation.

Management Rights

The Union recognizes the Company will retain all the rights, powers and functions it had prior to the execution of this agreement, except those which are in conflict by the express written provisions of the agreement.

Article 13
Duration and Termination

This Agreement shall be effective on November 19, 2015 and shall continue in effect through midnight on November 30, 2018 and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to the expiration of this Agreement or any of the dates of renewal thereof, written notice of termination shall be delivered by either party to the other. The terms and conditions of this Agreement apply only with respect to the Company's operations at the present United Facility at SFO. Such terms and conditions are in effect only during the term of this Agreement as set forth above, and they are not in effect with respect to any event(s) which occur either before the effective date of this Agreement or after its termination date.