

**PART-TIME CUSTOMER SERVICE REPRESENTATIVE AGREEMENT**

**Employee Hire Date:**

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\_\_\_\_\_ (“Employee”) and The Company, Inc., a Minnesota corporation with its principal place of business in Hennepin County, Minnesota (“Company”)(collectively, “Parties”), agree to enter into this Employment Agreement (“Agreement”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the Company provides complete general aviation services from its bases at Flying Cloud Airport in Eden Prairie, Minnesota, Crystal Airport in Crystal, Minnesota and Bloomington, Minnesota, and where currently conducting business.

WHEREAS, the Company desires to retain the services of Employee as a Part-Time Customer Service Representative of the Company and Employee desires to continue such appointment to perform such duties;

WHEREAS, an express condition of Employee’s employment with the Company, Employee agrees to the terms and conditions set forth in this Agreement, and Employee desires to do so; now, therefore,

IT IS AGREED AS FOLLOWS:

**BASE WAGES**

<i>Duration of Service as Customer Service Representative</i>	<i>Pay Rate</i>
60 Day Probation Period	\$11.00/hr
60 Day Review*†	\$12.00/hr
6 Month Review*	\$13.00/hr
Annual Reviews*	Up to 3% increase

\* Pay raise will not be granted until the 60 day review is acceptable and training is completed.

Part-time Customer Service Representatives are allowed to work a maximum of twenty-five (25) hours per week.

All future pay increases after the 6 month review will be completed on an annual basis and based on Employee performance and will be given at the discretion of management.

All work-related expenses must be pre-approved, in writing, by a supervisor before incurred. If approved, the documented expenses must be submitted to supervisor at the end of the month.

Mileage is paid by the Company per the Employee Handbook rate, provided that mileage is appropriately logged and has been pre-authorized by the supervisor.

Overtime must be pre-approved, in writing, by supervisor.

Employees are expected to maintain positive working relationships with all fellow Company employees, students, and customers. New employees are expected to make themselves available for work on a regular basis and are expected to be pro-active concerning learning policies and procedures of the Company as well as training methods of the Company, Inc. Any blatant disregard of the rules contained within this manual or any other disregard of Company policies or procedures, or relations concerning customers or students may result in immediate termination without appeal. In addition, if management deems it necessary, any Employee, during this probationary period, may be terminated for any reason without appeal.

### **UPGRADING TO PART-TIME INSURANCE ELIGIBLE EMPLOYEE STATUS**

Upgrading to Part-Time Insurance Eligible Employee compensation program is on an as needed basis. The employee must comply with the requirements of the Part-Time Insurance Eligible Employee compensation program. A change of status must be approved in writing by the Operations Manager.

### **DRESS CODE**

Every Employee must present themselves in a professional manner of dress for scheduled work times. Attire should fit properly, be clean, properly laundered, and reasonably wrinkle free. Well-maintained hair, good hygiene, and neat grooming is expected.

The following are the guidelines for Company dress:

- Thunderbird Aviation Shirt: Black, Light Grey, Dark Grey, Red, or White (mandatory attire for every Employee)
- Pants (no jeans): Black, Light Grey, or Dark Grey
- Sweaters: Provided black logo sweater
- Shoes: Black
- Belt: Black
- Socks: Any color combination of dress socks

CSR Employees who work less than 30 hours per week will be provided one (1) Thunderbird Aviation Shirt upon start date.

CSR Employee who work 30 or more hours per week will be provided two (2) Thunderbird Aviation Shirts upon their start date.

If your appearance does not meet the Company's standards, you will be asked to go home to change. You will be expected to return to work in a timely manner after changing your clothes to comply with the appearance guidelines; a failure to return to work will be treated as an absence. Non-exempt team members will not be paid for the time away from work.

Repeat violations of the dress code and grooming standards may result in disciplinary action, up to and including dismissal.

## **BENEFITS**

Discount Benefits. After the initial probationary period, qualified Part-time Employees are provided with a 5% discount on aircraft rental, ground school, and merchandise/books.

Part Time Employees will not receive benefits.

## **CONFIDENTIALITY**

“Confidential Information” shall mean all non-public information provided by Company to Employee or by Employee to Company, pertaining to the Company’s business operations, plans, strategies, financial information, pricing, premiums, membership, customers, vendors, trade secrets, proprietary data, tools, reports, and information. Employee agrees that all Confidential Information shall be held and treated by Employee in confidence. Employee shall not, without the Company’s prior consent, disclose or permit access to any of the Confidential Information to or by any other person or entity (including affiliates or parent). Employee acknowledges that Company has established and maintains policies as to confidentiality and shall use its reasonable efforts to procure compliance with such policies by Employee and its employees. Any Confidential Information developed or refined by Employee in connection with Employee’s employment shall be subject to the “Work for Hire” doctrine and the Company shall own the copyrights to such materials and Employee shall have no right, title, or claim to such materials. Additionally, any social media contacts including “followers” and “friends” acquired through email, blogs, and other social media networks used or created on behalf of the Company shall be the property of the Company. Employee recognizes that money damages alone may not be an adequate remedy to the Company for breach of this Confidentiality provision. In the event of breach of this Confidentiality provision, the Company is entitled to seek judicial relief, including, but not limited to, restraining orders, injunctions, an accounting and damages.

## **TERM AND TERMINATION**

Employee’s employment shall begin on the effective date of this Agreement and shall continue until terminated. Employee’s employment with the Company is at-will, which means the employment relationship may be terminated by either Party at any time, for any lawful reason. The at-will nature of Employee’s employment with the Company cannot be altered except by a written agreement specifically altering the at-will nature of Employee’s employment with the Company which is executed by the Employee and Operations Manager.

## **GOVERNING LAW, VENUE AND JURISDICTION**

To the extent state law applies, this Agreement shall be interpreted, construed and governed by the laws of the State of Minnesota regardless of any conflict of laws analysis. In the event that any controversy or dispute arises hereunder, the Parties agree the venue for any litigation shall be

within the State of Minnesota, and the Parties' consent to the jurisdiction of the District Court of Hennepin County, Minnesota.

**WHOLE AGREEMENT**

This Agreement is the whole Agreement of the Parties concerning the subject matter hereof.

**AMENDMENT**

This Agreement may only be amended by a written instrument duly executed by the Employee and Operations Manager.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered effective as of the day and year first above written.

I, \_\_\_\_\_, certify that I have read, understand and agree to  
(Printed Name)  
adhere to this Agreement with the Company.

Part Time – I agree to be scheduled, and work no more than (25) hours per week.

\_\_\_\_\_  
(Customer Service Representative Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
, as Operations Manager

\_\_\_\_\_  
(Date)