

COLLECTIVE BARGAINING AGREEMENT

between

HOST INTERNATIONAL INC.

and

UNITE HERE LOCAL NO. 17, AFL-CIO

at the

MINNEAPOLIS / ST. PAUL INTERNATIONAL AIRPORT

OCTOBER 1, 2012 – SEPTEMBER 30, 2016

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AGREEMENT

THIS AGREEMENT is between Host International, Inc. at the Minneapolis/St. Paul International Airport (hereinafter referred to as the "Employer" or the "Company") and UNITE HERE Local No. 17 AFL-CIO (hereinafter referred to as the "Union"). This Agreement supersedes and makes null and void any previous Agreement between the "Employer" and the "Union". For purposes of brevity, reference to specific gender shall be construed to refer equally to the other gender.

NOW, THEREFORE, in consideration of the mutual terms, promises, covenants and conditions herein contained, it is agreed as follows:

ARTICLE 1 PURPOSE AND COVERAGE

1. Coverage - The Employer recognizes the Union as the exclusive bargaining agent for all food and beverage employees listed in Schedule "A" working for the employer at the Wold-Chamberlain Field Airport, Minneapolis, Minnesota (a.k.a. the Minneapolis-St. Paul International Airport) excluding all office clerical, merchandise, gift shop, merchandise warehouse employees, managers, assistant managers and all other supervisory employees.
2. Purpose - It is the desire of the parties hereto to enter into a collective agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties.
3. Cooperation - Both parties mutually pledge that they will cooperate with each other in good faith in the enforcement of the terms of this Agreement so as to secure uninterrupted operation of the business of the Employer in rendering service to the general public and continuous employment of the employees and general stabilization.
4. Respect & Dignity - The Union and the Employer recognize that all employees in the hospitality industry are professional, deserving of the highest respect. Accordingly, the Employees, the Union and the Employer will work together to honor the principles of respect and dignity for all employees, both union and non-union. Further, the parties agree that the continued success of this business is dependent upon their mutual respect for one another's work. Further, employees and managers are mutually entitled to be treated with respect and dignity at all times. All discussions between management and employees shall be conducted in a professional manner to avoid embarrassment or ridicule.

ARTICLE 2 UNION RIGHTS AND OBLIGATIONS

1. Recognition - The Employer recognizes the Union as the sole collective bargaining agent for food and beverage employees listed in Schedule "A" and covered by this Agreement and the Union agrees that the employees shall work for the Employer upon the terms and conditions set forth in this Agreement.

2. Union Shop and Membership - It shall also be a condition that all employees who are members of the Union on the effective date of this Agreement shall remain members of the Union or pay fees in lieu thereof. Furthermore, any of these employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first day of this Agreement, become and remain members of the Union or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.
3. Check-off - The Employer shall check off uniform monthly Union dues and initiation fees and/or other standard fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct dues or fees, signed by the employee. Deductions for check off should be submitted to the Union by the tenth (10th) of each month, but in no event, later than the twentieth (20th) of the month. New applications will be sent to the Union with the monthly billings.
4. Hold Harmless - The Union agrees to hold the Employer harmless from any action or actions commenced by any employee against the Employer for any claim arising out of a deduction once the monies in dispute have been received by the Union pursuant to the dues check-off provision. However, in the event that the deduction was improperly made by the Employer as a result of a clerical error or failure to take appropriate action upon written notification by the Union that an employee has revoked the check-off authorization,, the Employer agrees to hold the Union harmless from any action or actions commenced by any employee against the Union resulting therefrom.
5. Bulletin Board and Newspaper Box - The Employer agrees to provide a space for the posting of routine Union notices and to provide a space for the placement of a Union-supplied newspaper distribution box. Union representatives shall be permitted to post official Union notices when requested to do so by the Union and where approved by the General Manager. The Employer shall make available to the Business Agent a key for the bulletin board,
6. Union Buttons - All employees shall be permitted to wear their official Union button; size shall be no larger than two (2) inches in diameter. No other Union buttons shall be permitted to be worn by employees whose work is predominantly in public areas.
7. Employee Discussion - Employees shall have the right to discuss Union business and other matters at all times, provided that such discussions take place on the employee's break time or at the employee's own work station and do not interfere with the operation of the business, service to a customer, or the work of other employees.
8. Visitation - A duly authorized officer or business agent of the Union will be permitted to visit the premises of the Employer at all reasonable times for the purpose of transacting any business for the Union. However, the representative shall first make his presence

known to the General Manager or his assistant, and the Employer's business shall not be disrupted,

9. Tip Check-off - The Employer agrees to honor political contribution deduction authorizations from employees in the following form:

I hereby authorize and direct the payroll department of HMS Host to deduct from my salary the sum of \$_____ per week for transmittal to the UNITE HERE INTERNATIONAL at 275 7th Avenue, NY, NY 10001. I understand that this authorization, is voluntarily made based on my understanding that the asking of these contributions to the UNITE HERE is not a condition of membership in UNITE HERE and/or any of its affiliates or of employment with UNITE HERE and/or any of its affiliates; that guideline amounts proposed by the union are only suggestions and I may contribute more or less and will not be favored or disadvantaged by the union by reason of the amount of my contribution or my decision not to contribute; that I may refuse to contribute without reprisal; and that my contribution will be used for political purposes, including support of federal and other elective offices and committees and for addressing political issues of public importance.

10. Copies of Agreement - The Employer agrees to provide copies of the collective bargaining agreement to all new hires along with the Employer's handbook and/or rules.
11. Union Presence at Orientation - The Employer agrees to provide thirty (30) minutes unpaid time to the authorized representative of the Union at all new employee orientation sessions during which time management shall not be present. The Employer agrees to provide the Union with a schedule of orientation meetings.

ARTICLE 3 MANAGEMENT RIGHTS

1. Rights to Manage - The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business. The Company alone shall have the full and exclusive authority to determine and direct the policies, procedures and methods of operating its business. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not confined to, the right to determine, and from time to time, to re-determine the number, types and locations of its rooms and operations, and the methods, equipment and processes to be employed; to discontinue or automate methods, equipment, processes or operations; the right to determine the qualifications for new employees, and to select its employees; to determine the size and composition of its work force, to determine production and work schedules and methods of work and production; to determine the number and type of equipment, machinery, materials and supplies to be used or operated and the products to be manufactured, processed or sold or the services to be rendered or supplied; to hire, promote, transfer, assign, lay off, and recall employees to work; to reprimand, discharge, or otherwise discipline employees, to determine job content and the amount and type of work needed, to determine and make the assignments of work; to

schedule the hours to be worked on each job in each room and in each shift; to discontinue, transfer, assign or subcontract all or any of its business operations; to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department, room or operation; to determine the amount of supervision necessary, to control and regulate or discontinue the use of supplies, equipment, machinery and processes and any other property owned, used, leased or possessed by the Company; to establish, modify and enforce reasonable plant rules or regulations, policies and practices; to introduce new, different or improved methods, means and processes of transportation, production, maintenance, service and operation; and, otherwise, generally to manage the plant and direct the work force; the Company's failure to exercise any function or right in any particular way shall not be deemed a waiver of its rights to exercise such function or right, nor to preclude the Company from exercising the same, in some other way not in conflict with the express provisions of this Agreement.

2. Non-Inclusive Employer Rights - The above enumerated rights of management are not all inclusive, but indicate the types of matters which belong to and are retained by the Company.
3. Rights Retained - Except as specifically abridged, delegated, granted or modified by this Agreement, or by any supplementary agreements that may be made hereinafter, all of the rights, powers and authority of the Employer existing prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of management.
4. Excess of Minimums - Nothing shall preclude the Employer from paying wages in excess of the minimums provided for within this Agreement, in recognition of merit or length of service, and the Employer may freely initiate and discontinue experimental programs intended as incentives or as positive reinforcement for employees, including but not limited to programs in the area of attendance, safety or recruiting. The union shall be notified of such experimental programs.
5. Electronic Surveillance - The Employer is free to conduct any form of electronic surveillance of its premises that is permitted by law.

ARTICLE 4 NO STRIKE OR LOCKOUT

During the term of this Agreement the Union agrees on behalf of itself and each of its members that there shall be no authorized strike of any kind and there shall be no boycott, picketing, work stoppage, slowdown, sympathy strike, or any other type of organized interference, coercive or otherwise, with the Employer's business. In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the International or Local Union or any of their officers or agents, provided that in the event of such unauthorized action the Union first meets the following conditions:

- a) The Union shall declare publicly that such action is unauthorized by the Union if requested to do so by the Employer.

- b) The Union shall promptly order its members to return to work, the existence of a picket line notwithstanding, if requested to do so by the Employer.
- c) The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaging in, participating in, or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its members, and shall in no case be construed as a violation by the Employer of any provision of this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to arbitration.
- d) This Article shall not serve to prohibit any individual member of the Union, at his own discretion, from refusing to cross a primary sanctioned picket against the Employer.

There shall be no lockout by the Employer.

ARTICLE 5
WAGES, GRATUITIES AND JOB CLASSIFICATIONS

1. Minimum Rates and Merit Increases - The minimum Hourly Wage Rates for all covered employees under this Agreement shall be as listed on the attached Schedule "A". It is understood that these are minimum hourly wage rates and the Employer, in consideration of merit or length of service, may pay in excess of same.
2. No Reduction - There shall be no reduction of wages due to the signing of this Agreement nor shall employees be required to pay for any work related equipment currently being furnished by the Employer or beverages that are consumed during authorized breaks. It is understood that said free beverages are limited to cups of regular coffee and soda from fountain dispensers, and it is further understood that the consumption of such beverages is subject to the Employer's policies and procedures for such consumption.
3. Wage Discrepancy Claims - All wage discrepancy claims must be presented in writing to the employee's appropriate Store Manager within fourteen business days after receiving pay covering the period in which the discrepancy occurred. The Store Manager may seek the assistance of the Accounting Office or any other appropriate source for information that would lead to resolution of the claim. Upon request, all agreed upon wage adjustments of at least fifty dollars (\$50.00) shall be paid to the employee by special check within three (3) days of notifying the Employer of the discrepancy. For discrepancies of less than fifty dollars (\$50.00), all agreed upon wage adjustments must be paid no later than the pay period following such agreement.
4. Pay on Termination - All terminated employees shall receive all monies due not later than the pay period following termination provided the Employer's termination procedures have been completed. Employees involuntarily terminated shall receive all monies owed them within twenty-four (24) hours of termination.

5. New Job Classifications - Should any classification not listed in this Agreement be established by the Employer during the term hereof, falling within the jurisdiction of the Union, the parties agree that they will negotiate an agreeable wage rate for such classification which shall then be included in and become part of this Agreement. If the parties fail to reach an Agreement, the matter shall be resolved through the Grievance and Arbitration Procedures of this Agreement.

Carry-over Pay

Any non-tipped employee within the 0-24 month wage scale, upon moving to a new classification, will receive the rate of pay for that classification that creates either an increase to the current rate, or freezes at the current rate until the new classification rate is equal to or more than what the employee is currently being paid. For any non-tipped employees already above the 24-month scales, the Company will calculate the carry-over rate by taking the current rate of pay and comparing it to the 24-month pay-rate in the new classification. This carry-over rate that the associate has earned will be applied to the 24-month rate of the new classification in order to establish the new rate of pay.

*Those transferring to a tipped classification will be moved to the starting rate for that classification.

6. Combination Work - Employees assigned to a job classification other than their own which involves a higher rate of pay shall be paid the higher rate of pay for all hours worked in that classification provided that the time is in excess of one and one half (1 ½) hours in the work day.
7. Gratuities - All gratuities shall be the sole property of the serving person or persons and no employee shall be required to pay the service charge on the tipped portion on any credit card charge.
8. Training Pay - Employees may express an interest in becoming a qualified trainer in their classification(s) by giving written notice to the Employer. The Employer shall determine the number and qualifications of trainers that are required in each classification. The Employer shall ensure that all trainers are kept up to date on new concept requirements and procedures. The Employer agrees to maintain a list of current trainers in each unit in order of their seniority and by classification. When management determines the need to utilize a trainer, the most senior trainer(s) listed for the classification where training is needed shall be assigned. The Employer agrees to give at least three (3) days notice to trainers about their assignment whenever possible. If a senior trainer declines or is unable to do the training as requested, management shall continue down the list honoring seniority until a qualified trainer is assigned. Trainers who are in a non-tipped classification shall receive an additional \$1.00 per hour for actual time spent in training. Trainers who are in a tipped classification shall receive their current Hourly Wage Rate plus their Tipped Wage Rate, as defined in Article 5.11, for actual time spent in training.
9. Perfect Attendance/Mass Transit/Parking Reimbursement - Employees with perfect attendance during a month (no absences or tardies) shall be entitled to reimbursement of

\$25.00 for that month for mass public transit taken to work or for airport parking during work. The employee shall be responsible for keeping track of his or her attendance/tardiness record and for applying for the reimbursement on a form to be provided by the Employer, accompanied by the receipt for mass public transit or parking. Application for reimbursement shall be submitted by the employee no later than the 15th day of the following month.

10. Tipped Wage Rate for Servers and Bartenders - "Tipped Wage Rate" for Servers and Bartenders is defined as:

- (a) if hired prior to January 8, 2010, his/her tips reported to the Employer over the lesser of (i) the prior twelve (12) month period or (ii) the employee's length of service with Employer, divided by the number of hours worked over the same time period; or
- (b) if hired on or after January 8, 2010, Base wage plus \$5.00 per hour.

ARTICLE 6 HOURS OF WORK, OVERTIME AND PREMIUM PAY

1. No Guarantee - This Agreement constitutes no guarantee of hours or periods of work.
2. Normal Workweek - The normal workweek shall consist of five (5) days per week, which days shall be consecutive, forty (40) hours per week. However, a forty hour workweek is not guaranteed and the Employer may schedule employees for less than forty (40) hours per week or less than five (5) days per week.
3. Categories of Scheduling - There shall be two (2) categories of weekly scheduling with distinct overtime requirements for each. The categories and overtime requirements are as follows:
 - a) 5 Day Workweek - Overtime will be paid at one and one-half (1 1/2) times the regular hourly rate of pay for times worked in excess of eight (8) hours in any one workday.
 - b) 4 Day or Less Workweek - Overtime will be paid at one and one-half (1 1/2) times the regular hourly rate of pay for times worked in excess of ten (10) hours in any one workday.
4. On-Call Employees - On-call employees shall be paid at the rate of one and one half (1 1/2) times the regular hourly rate of pay for time worked in excess of forty (40) hours per week.
5. Weekly Overtime - Time worked by an employee covered by this Agreement in excess of forty (40) hours in any one (1) workweek shall be considered as overtime and shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.

6. Overtime Work - Overtime work shall be offered on the basis of seniority per Article 9.5.(e).
7. No Duplication of Overtime - There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours worked.
8. Split Shifts - Only newly hired employees shall be assigned split shifts. However, where split shifts are required for business reasons and there are no newly hired employees, split shifts shall be assigned to the most junior employee(s) in the classification needed.
9. Work Schedules - All weekly work schedules shall be posted seven (7) days prior to the first day of the schedule, provided that scheduled hours may be changed with less than seven (7) days' notice due to business condition beyond the Employer's control, Acts of God or emergencies. The Employer shall notify the affected employee of such changes as soon as possible once such a schedule change has been made.
10. Report-in Pay - There shall be a minimum four (4) hours report-in time each day including Sunday, unless an employee chooses to work a lesser amount of time. If the employee chooses the "report in pay" option, the Employer reserves the right to utilize the employee as necessary to meet the needs of the business.
11. Call Off Notification - The Company shall be required to notify employees a minimum of three (3) hours in advance of the start time, if they are not needed.
12. Absence Notification - In the event that an employee has to call out, the employee shall be required to notify Management a minimum of three (3) hours in advance of their shift; provided, however, employees scheduled to start work between the hours of 3:00 A.M. and 8:00 A.M. shall be required to notify management a minimum of one (1) hour in advance of their shift.
13. Meetings - No employee shall be required to attend a department or staff meeting outside of the employee's regularly scheduled shift or day off without having first been given seven (7) days notice of such meeting. Included in the definition of meetings shall be information sessions and training sessions.
14. Lay-Off Notification - In the event it becomes necessary to lay off employees, the Employer shall give the affected employees a minimum of one (1) weeks notice or pay in lieu thereof, unless the cause of the layoff is beyond the control or knowledge of the Employer.
15. Work on Scheduled Days Off - When it becomes necessary to schedule an employee on his scheduled day off and management is aware of the need at least twenty-four (24) hours in advance, such work shall be offered on a seniority basis, to those employees who have requested additional time and are qualified to work in that unit. Management will provide a "sign up" list in the Human Resource Office for persons desiring available work. It shall be management's prerogative, however, to discount seniority where the person accepting the work would work a greater amount of daily overtime hours than other eligible employees. The parties agree that such work shall first be offered on a

seniority basis to those employees who have suffered a reduction of eight (8) hours or more per week as provided in Article 9.5. (1). This section shall not apply to shifts which must be filled with less than twenty-four (24) hours' notice.

ARTICLE 7 UNIFORMS AND LOCKERS

1. Uniform Definition - A uniform shall be defined as wearing apparel and accessories of distinctive design or color which bears the Employer's logo, the outlet or concept logo, or which could not normally be worn during off duty time. The Employer reserves the right to select the style or type of special uniform required in this establishment.
2. Furnishing Uniforms - The Employer shall furnish uniforms without expense to the employee. Employees working four (4) or more days per week will be issued three (3) sets, while those working three (3) or fewer days will be issued two (2) sets. The Employer will issue uniforms of appropriate size and will replace them when deemed necessary. It is the Employee's responsibility to maintain a neat and clean appearance—per the Company's published policies regarding Dress, Grooming and Appearance—on a daily basis.
3. Uniform Alteration - The Employer shall make arrangements, and pay for all uniform alterations it deems necessary. No alterations by the employee will be permitted.
4. Lockers - The Employer agrees to provide adequate locker facilities.

ARTICLE 8 MEALS AND BREAKS

1. Meals - Employees shall be entitled to one (1) meal per shift with a value of \$10.50, effective with the ratification of this agreement. Meals shall be available from all locations, with the exception of casual dining units airport-wide, per the published meal policy. Employees scheduled to work more than six (6) hours shall be given a thirty (30) minute unpaid break period, which shall generally not be interrupted. If any employee is required to work any portion of the break period, he/she shall receive his/her regular rate of pay for the entire break period.
2. Breaks - All employees shall be granted a ten (10) minute break for every four (4) hours worked during the time that is appropriate for that unit.

ARTICLE 9 SENIORITY

1. Definition - Company Seniority shall mean the employee's length of service with the Company.

Job Classification Seniority shall mean the employee's length of service in the establishment in the classification categories as listed in Schedule B. Such seniority shall be established by holding a regularly scheduled shift in a classification category.

Employees who work on an intermittent basis in a classification category other than their primary one shall not build seniority in those categories.

2. On-Call Employees - Employees who are hired or choose to work on an on-call basis shall not accumulate seniority. For those employees who choose on-call work the following guidelines shall be applied:
 - a) An employee choosing to move from regular status to the on-call list must give the Employer notice in writing fourteen (14) days prior to moving to that list. The employee must remain in an “on-call” status for a period of not less than three (3) calendar months. Upon requesting to return to regularly scheduled work, the employee may bid any open shift within their classification.
 - b) Employees on the on-call list shall be called and offered available shifts. If calls are not answered or returned within ten (10) minutes, the next person on the list will be called, except in cases where the start time is immediate. Employees who do not respond at all to these calls will be moved to the bottom of the list.
 - c) To remain on payroll an on-call employee must work at least one (1) shift in a four (4) week rolling period, if offered. Failure to maintain the minimum work standards will result in the employee's removal from payroll and voluntary termination of his employment and termination of seniority in accordance with Article 9, Section 10(a).
 - d) When business conditions require a reduction in the workforce, the most senior of those being laid off within a classification subject to lay-off shall have the option of being placed in on-call status and continuing to accrue seniority, or to be laid off. Employees accepting on-call status shall be allowed to accumulate seniority for a period of one (1) year, or the Employee’s length of service at the time of being placed on the on-call list, whichever is lesser.
3. Probationary Period - All new employees shall be considered as probationary employees for the first sixty (60) days of service, during which time they may be dismissed at the discretion of the Employer without recourse by the Union under any provision of this Agreement. The Employer may extend this an additional thirty (30) days to a maximum of ninety (90) days, provided the employee and the Union are given written notice of the extension and the reason therefore. After completing the probationary period, the employee's seniority shall then date from the first day of his current period of employment.
4. Creation of New Shift - A new shift shall be created when a new unit opens or a current shift shall be deemed to be a new shift due to a permanent addition or reduction in hours, or if there is an addition or reduction of one full employee workday in that shift on a permanent basis. A shift reduction or addition shall be considered permanent when it exceeds a period of sixty (60) days. All vacated shifts shall be subject to bid by the senior qualified employee in that classification desiring the shift. The foregoing language

is not intended to be used to cover scheduling errors, employee call-offs or no shows or, in general, to undermine seniority rights.

5. Use of Seniority - The Employer and Union agree to recognize seniority in the following areas:

- a) Posting/Scheduling of Shifts - All open positions including temporary positions expected to be of at least thirty (30) days duration (posted as such) will be posted. Where permanent changes in scheduling of shifts occur, and ability and past performance are equal, classification category seniority shall prevail. Employees bidding a new schedule vacate their rights to their prior schedule. Anyone bidding a temporary schedule must, at the end of the temporary assignment, take an open shift or go on-call.
- b) Full Work Week - Employees may bid on schedules in more than one work location in order to fill-out their work week, provided it does not result in overtime nor break- up a schedule.
- c) Schedule Bidding Process - The Employer agrees to place all bartender and server schedules up for bid a minimum of once every twelve (12) months or upon the closing of a unit or the opening of a new unit affecting a combination of at least seven (7) servers or bartenders. Bid schedules shall be posted by Monday with bidding to start the following Monday. Employees shall then make bid selections between the hours of 8:00 AM and 5:00 PM, by seniority, by Friday at noon. Employees will have a minimum of twenty (20) minutes and a maximum of thirty (30) minutes to make their bid. The Employer shall assign schedules not selected, by seniority. New schedules shall then be posted seven (7) days prior to the first date of the new schedule. Employees on leave of absence during schedule bidding will have the schedule they bid held for them for the duration of the leave with the held schedule to be posted and filled as a temporary opening. Employees dislocated, laid off, or forced on-call due to remodeling will be guaranteed the right to return to their previous schedule, if it exists, or a reasonably comparable schedule if the old schedule no longer exists, upon re-opening.
- d) Holidays - Employees regularly scheduled to work the day on which a holiday falls shall work the holiday. However, where operating hours are changed, the designated schedules will be divided equally, while honoring the Employee's normally scheduled day-part. Requests off for holidays must be made a minimum of twenty-one (21) calendar days in advance, and will be honored according to seniority, while not being unreasonably denied.
- e) Overtime/Relocation - Where unscheduled overtime is required, it shall be offered on the basis of seniority within the classification of those working in the unit at that time. In such cases, the overtime will be offered first to the most senior employee and if not accepted by volunteer(s), such overtime will be assigned to the least senior employee. It shall be Management's prerogative, however, to

discount seniority where the employee accepting the work would work a greater amount of overtime hours than other eligible employees.

Where an unscheduled temporary relocation is required, it shall be offered on the basis of seniority within the classification of those who are working at the time and who are certified to work in the unit.

- f) Vacations - When more than one (1) employee submits a vacation request in the same week for the same vacation period, seniority shall prevail.
 - g) Layoffs and Recall - The Employer may elect to offer voluntary layoffs by company seniority in the affected classifications before requiring mandatory layoffs. If management does not obtain enough volunteers for layoff in a given classification as set out above, the Employer shall honor seniority to reduce the workforce, i.e. the most junior employees being laid off first. Recall shall be done in accordance with Article 9.9 below. During layoffs or reduction in the work force, the employee with the least seniority in the job classification affected shall be laid off first. When the working force is again increased, employees on layoff shall be recalled in the order of their job classification seniority, unless circumstances have occurred during the layoff which make them disqualified. Ability to perform the work available shall be a determining factor in following the principle that the last employee laid off will be the first employee rehired.
 - h) On-Call Due to Layoff (Forced On-Call) - The Employer agrees there shall be no use of scheduled overtime in a classification where there are employees who are in forced on-call status due to layoff. Forced on-call employees shall have preference to hours over employees who are on call by choice.
 - i) Reduction of Hours - When employees work schedules are involuntarily reduced by eight (8) hours or more per week, such employees shall have the right to recover hours lost as they become available, in order of their seniority, provided they advise management of their desires, in writing, to work additional hours. This section shall be applied prior to consideration of the provisions of Article 6.14.
6. Classification Seniority - Employees changing classification categories shall begin their seniority in the new classification category upon assuming a regularly scheduled shift, and seniority shall continue to accrue as long as the employee works in the classification category. During layoff or reduction in the work force within a classification category, an employee may exercise any accrued seniority to revert to the least senior shift in the classification category from which he was last transferred if the employee would otherwise lose his employment with the Employer. The employee will retain all seniority formerly accrued in the original classification category and will not lose accrued vacation benefits.
7. Bumping – Bumping shall not be permitted except in cases of reduction in workforce and layoff of employees.

8. Elimination of Entire Weekly Schedule - In the event an employee's entire weekly work schedule is eliminated and that employee has seniority over other employees in the classification category who the senior employee is qualified to replace, the senior employee may bump any such individual with less seniority who has a schedule with the same or fewer hours.
9. Notice of Recall - Where an employee is notified at the time of layoff when he is to report back to work, he will promptly report at such time without further notice. When an employee is not notified at the layoff time when he is to report back to work, he shall be given three (3) days notice of when to report back to work, if the period of layoff has been less than fourteen (14) days. If the layoff period extends for fourteen (14) days or more, the employee shall be given seven (7) days notice of the time to report back to work. Notice to report back to work shall be given by a letter to the last address properly furnished to the Employer by the employee. While waiting for an employee to report back to work, the Employer may utilize any other available employee. In the event an employee fails to report for work in compliance with the above provisions, he shall be deemed as a voluntary termination. Layoffs which exceed a period of the lesser of one (1) year or the employee's length of service shall be considered just cause for discharge. Seniority shall continue to accrue during the layoff period.
10. Loss of Seniority - An employee's seniority will be lost for the following reasons:
 - a) Voluntary termination.
 - b) Failure or refusal to report for work as scheduled after an accident, injury or sickness when the treating or consulting physician reports the injured employee physically fit to return to work.
 - c) Exceeding an authorized leave of absence.
 - d) Discharge for cause as described in Article 12.
 - e) Entering a settlement approved by a State District Court or receiving an award relating to Worker's Compensation benefits for total permanent disability benefits.
 - f) Engaging in gainful employment while on leave of absence, subject to Section 13.2.
 - g) Failure to report to work without notice for two (2) consecutive days is deemed job abandonment and constitutes a voluntary quit.
11. Moving to Supervisory Position - An employee who accepts a supervisory position and remains a supervisor for a period greater than thirty (30) days shall lose all bargaining unit seniority. Employees returning to their previous classifications within the bargaining unit prior to thirty (30) days shall suffer no loss of seniority or benefits.
12. Seniority List - The Employer shall furnish an accurate seniority list to the Union within ten (10) days of the date of which this Agreement is signed. Thereafter, the Employer

shall notify the Union of each employee who has been separated from employment. Seniority lists shall be updated quarterly and forwarded to the Union office. The Employer agrees to notify the Union of all new hires.

13. Probationary Period - New Classification - An employee promoted to a higher or lower paying classification shall serve a twenty (20) working day probationary period. During the probationary period, the Employer may return the employee to his previously held classification for inability to perform the duties of the new job, or the employee may elect to return to his previously held classification. Employees returning to their previous classification in this manner shall suffer no loss of seniority.
14. "Same Hire Date" - Seniority - In the event two (2) or more employees begin work on the same day, a numerical suffix will be attached to the seniority date of such employees based on the employee's identification number (EMPLID). The employee with the lower number shall be deemed the more senior.
15. Vacancy or Promotion - Whenever a vacancy or promotion occurs, excluding those created by leaves of absence or vacation, those employees who apply will be considered for filling of vacancies or promotions. When skills and ability are equal, the senior employee shall have preference over other employees, job applicants or candidates referred by the Union. However, the Employer reserves the right to make final determination of skill and ability, as well as the applicant chosen. A successful bidder shall not be allowed to bid on another classification for six (6) months. Employees will be limited to one successful bid within their classification (excluding a group bid) once every three (3) months.

Certification in the concept must be completed before bids will be awarded. Certification is required for all concepts both quick serve and casual dining. As an exception to the above, any employee who has made in writing (to the Human Resources Department) a timely request to train for a new concept and such training has not been scheduled by management may be awarded the shift and certified prior to assignment to the unit.

16. Extra Shift Seniority - No regularly scheduled employee working his regularly scheduled shift shall have his hours reduced before an employee in the same job classification who is not on a regularly scheduled shift, provided On-Call by choice employees shall be cut first. Management shall only approve filling such shifts within a job classification if business levels are high enough to require it.

ARTICLE 10 GRIEVANCE PROCEDURE

1. Should differences arise between the Employer, the Union and/or any employee who has completed his/her probationary period, as to the meaning and application of this Agreement, the following procedure shall be followed by an employee and the Union.

Step 1 - The employee may take up the matter with his/her supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist him/her with Step 1, if he/she so desires.

Step 2 - If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within fourteen (14) calendar days from the date on which the incident which gave rise to the grievance occurred, or within fourteen (14) days of when the grievant should reasonably have had knowledge of its occurrence, file a written grievance with the Human Resources Manager or Designee, provided the fourteen (14) calendar day requirement and the written grievance requirement may be waived by mutual written agreement between the parties. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

Step 3 - The representative or representatives of the Employer, and the Union Steward and/or Union Business Agent and/or one (1) Committee Member, will confer within fourteen (14) calendar days after receipt of such written grievance in an effort to settle the grievance, unless the time limit is extended by mutual written agreement of the Parties. If not settled at this conference, the Employer shall issue a decision in writing on any such written grievance within seven (7) days from the time such grievance meeting is adjourned. Failure of the Employer to comply with the above time limits shall result in the Employer abandoning objection to the grievance and the remedy requested shall be granted.

2. Employer/Union Grievances - Any grievance the Employer or Union may have raised within the time limits set forth in Step 2 shall be reduced to writing and submitted to the other party's designated representative who will arrange a meeting according to the provisions set out in Step 3, above. If the matter is not satisfactorily settled at this Step, the grievance may be processed through the Arbitration Procedure.
3. Discharge Grievance - The lowest applicable step for a grievance regarding an alleged improper discharge shall be Step-2.
4. Voluntarily Terminated Employees - There shall be no responsibility on the part of the Employer to make any further adjustment of a grievance when the aggrieved employee who signed the original grievance voluntarily terminated his employment with the Employer, except as to the correctness of the amount of his final paycheck which includes vacation pay, holiday pay and/or overtime.

ARTICLE 11 ARBITRATION PROCEDURE

1. Arbitration Procedure - If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate within fourteen (14) calendar days after the Employer or the Union has made its final written answer as provided in Step 3, unless

the Employer and the Union mutually agree in writing to extend the time limit, in which event the grievance shall be arbitrated according to the following procedure:

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator by alternately striking a name from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised his/her strikes shall become the Arbitrator. The Parties may select an Arbitrator by other means, if such other method of selection is confirmed by a written stipulation.

The selection of the Arbitrator and the hearing shall be within thirty (30) days of the request for Arbitration, whenever practicable. No evidence shall be introduced as to the withdrawal during negotiations of any proposal to change this Agreement. Any post-hearing briefs must be submitted within thirty (30) days of the hearing. The Arbitrator shall issue a decision within thirty (30) days of the close of the hearing,

The expenses of the Arbitrator shall be borne equally by the Union and the Employer, each Party bearing its own preparation and presentation expenses.

2. Final and Binding - Any decision reached at any stage of these grievance proceedings or by the Arbitration Procedure shall be final and binding upon the Employer, the Union and the employee(s) involved.
3. Arbitrator Limitations - The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or sections of this Agreement. His/her decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute his/her judgment for that of the Parties in the exercise of rights granted or retained by this Agreement.
4. Contract Remedy - When an employee has any complaint, grievance or difference regarding the application of the terms and conditions of this Agreement it is agreed that the grievant will use the grievance/arbitration procedure as set forth above before attempting to take the matter elsewhere.

ARTICLE 12 DISCIPLINE AND DISCHARGE

1. Discipline - The Employer has the right to meet with an employee to discuss and/or coach and counsel such employee regarding work performance, attendance or other matters prior to or within the specified steps of discipline listed below. Such discussion or counseling shall not be subject to the grievance procedure. The Employer agrees that in disciplining employees such discipline will normally be in the following form:
 - a) Verbal warning

- b) Written warning
- c) Final written warning or suspension
- d) Discharge

Provided, however, in the case of a serious violation of the Employer's rules, the preceding progressive discipline need not apply.

2. Discharge - The Employer reserves and has the right to discharge any employee for just cause, but it is further agreed that no employee shall be discriminated against in discipline because of their lawful Union activities. For purposes of this Agreement, just cause for discharge shall include, but not be limited to, the following:

- a) Drinking of alcoholic beverages or being under the influence of or in possession of or sale, use or transfer of alcoholic beverages or drugs¹ on Company time or premises.
- b) Misappropriation or mishandling of Company funds or property.
- c) Physical fighting on the premises of the Employer.
- d) Gross insubordination.
- e) Verbal or physical threats or abusive language directed at others.
- f) Willful destruction of Employer's property.
- g) Excessive absenteeism or tardiness.
- h) Manipulation of checks or transactions with intent to defraud the Employer or customer.
- i) Negligence or recklessness resulting in a serious accident while on duty.
- j) Conviction of a job-related felony in a court of law.
- k) Walking off the job, punching out or leaving the workplace without permission.
- l) Employee is on layoff for one (1) year, or the employee's length of service, whichever is the lesser.
- m) Failure to report to work for two (2) consecutive days without notifying the Employer shall be considered a voluntary quit.

¹ Drugs Definition: Any narcotics, depressants, stimulants, dangerous drugs or hallucinogenic drugs considered dangerous or illegal by the U.S. Department of Justice, Bureau of Narcotics and Dangerous Drugs. Exemption: Prescription drugs and over-the-counter drugs provided they are taken as prescribed or recommended.

- n) Failure to return to work as scheduled from an authorized leave of absence shall be considered a voluntary quit.
 - o) Gambling while on Company time or in work areas.²
 - p) Creating or contributing to the presence of a hostile work environment.
 - q) Continued or egregious poor job performance, including poor customer service.
 - r) Any employee deemed ineligible for employment as determined by MAC.
 - s) Sleeping on the job if not on a break.
 - t) Airport/TSA violations.
3. Discharge Review Time Limits - Any employee who feels he has been unjustly discharged shall have the right to appeal to the Union and file a grievance, as permitted by the applicable provisions of this Agreement.
 4. Written Notices - Written warnings, final written warnings, notices of suspension and notices of discharge, which are to become part of the employee's file shall be read and signed by the employee. Such signature shall in no way be an admittance of wrong-doing on the part of the employee. A copy of such warnings and/or notices shall be given to the employee and the Union. All disciplinary notices shall be given to the employee without undue delay.
 5. Suspensions, Final Warnings and Discharges - All suspensions, final warnings, and discharges will be in written form and copies will be mailed to the Union promptly upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted. No employee shall be placed on suspension pending investigation status longer than five (5) days. The Employer shall follow up with issues raised by Union/employee within five (5) days.
 6. Personnel Files - The Employer's Human Resources Department shall, at reasonable times and at reasonable intervals upon the request of an employee, permit that employee to inspect such employee's personnel file on his own time during regular office hours and within the sight of a management representative. This shall be permitted within twenty-four (24) hours of the employee's written request (provided that this falls within regular business hours). Employees are not allowed to remove any part of the official record.
 7. Discipline Investigation - The Employer shall advise the employee of the right to Union representation prior to any investigatory meeting that may result in discharge. Any employee may request the presence of an authorized Union Business Agent or Union Steward or one (1) Committee Member during any fact-finding investigatory meeting which is likely to result in discipline or discharge, and at which meeting the selected individual can be available within twenty-four (24) hours. In the event the employee

² Gambling Definition: Participating in or solicitation of games of chance on the employer's premises.

requests the presence of a specific individual who is not available within twenty-four (24) hours this time period shall be extended to forty-eight (48) hours.

8. Retirement of Warning Notices - The Employer shall not use warning notices more than one (1) year old as the basis for discipline unless there is a current incident manifesting a continuing pattern of serious misconduct, e.g. racial or sexual harassment. Retirement of a warning notice more than one (1) year old shall not interrupt or modify the next step in an existing progressive discipline process. Because the Employer often is required to demonstrate nondiscriminatory treatment of employees, retired warning notices more than one (1) year old shall remain as part of an employee's record, but, upon the request of the employee, will be placed in a sealed envelope in the employee's personnel file.
9. Integrity Shopper Services - The Union recognizes that the Employer may utilize shopper services investigators in its operations. The Employer's purpose for using shoppers is to ensure quality of customer service, to ensure that proper procedure is being followed in cash handling and to ensure the integrity of cash transactions. The Union and Employer agree on the following rules for Employer's use of shopper reports:
 - a) Employees shall be informed during their training and/or orientation class of the Employer's use of Shopper Services.
 - b) The shoppers shall provide factual reports of their observations of customer service situations or cash handling transactions. The Employer will not condone methods which would intentionally mislead or deceive the employee.
 - c) The Employer shall not knowingly employ shopper services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports.
 - d) When shopper reports are used for disciplinary purposes, the Employer shall provide copies of the report(s) to both, the employee and the Union.
 - e) Management shall inform the employee and Union as soon as possible of any irregularity that may result in disciplinary action.
 - f) The Employer agrees that, when and where possible, counseling and re-training are preferable to disciplinary action in correcting problems that arise in shopper's reports, however, some incidents may result in disciplinary action.

ARTICLE 13 LEAVES OF ABSENCE

1. Coordination with Applicable Laws - The Union and the Employer agree to follow all federal, state and local laws, regulations and guidelines with respect to the administration of all Leaves of Absence. Where the provisions of this Agreement are more favorable to the employee than those provided under law, the terms of this Agreement shall prevail, law permitting.

- a) FMLA – After completing one (1) year of service, having worked 1,250 hours within the prior twelve (12) months and presenting qualifying reason for Family Medical Leave the employee qualifies for twelve (12) weeks of unpaid Family Medical Leave. The employee can take the twelve (12) weeks consecutively or on an intermittent basis.
- b) Medical Leave – For employees needing medical leave but who do not qualify under the FMLA or have exhausted their FMLA benefits, the following options for the employee’s own medical condition are available:

From the completion of the Probationary Period up to one (1) year of service – Employees may be eligible for unpaid non FMLA medical leave for up to twelve (12) consecutive weeks. Such leave shall not be permitted on an intermittent basis, unless required by law.

More than one (1) year of service – Employees shall be eligible for unpaid non FMLA medical leave for up to one (1) year, the calculation of which shall include any time attributable to leave taken under the FMLA. After FMLA leave is exhausted, the remainder of the leave must be taken in consecutive weeks, unless required by law.

Sections 2A and 2B are subject to the employee providing a certification of the employee's medical condition signed by the employee's health care provider to the Human Resources Department within three (3) days of the commencement of the leave.

- 2. Union Position Leave - In the event that an employee is elected or appointed to a position of full-time service with the Union the Employer shall permit a personal leave of absence subject to the provisions of Article 13.4. It is understood that no more than two (2) employees shall be on Union Position Leave at any one time.
- 3. United States Military Leave - Employees, other than those holding temporary positions, who serve in the United States military, shall be entitled to reemployment and benefits rights as required by law.
- 4. Union Business Leave - The Employer shall grant up to seven (7) days unpaid leave per year to each of two (2) employees designated by the Union to attend a labor convention. Only two (2) employees may take such leave at one time. The Employer may also grant unpaid leave to any employee elected to or hired for a position of full-time service with the Union.
- 5. Personal Leave - Employees, with one (1) year of service from their last hire date, desiring an unpaid leave of absence from the job for up to six (6) months because of extraordinary personal or family circumstances must first secure written permission from the General Manager or Designee. The Employer shall not be expected to grant a personal leave of absence that will interfere with the Employer's operations. During such leave of absence, the employee shall not engage in gainful employment subject to the exception granted in Articles 13.2 and 13.3. In determining if such leave shall be granted

the General Manager or Designee will take into consideration all other leave taken, including leave taken under Section 13.2. All leave, when looked at cumulatively, shall not exceed one (1) year.

6. Leave Benefits - In the case of family and medical leaves qualified under FMLA, the Employer shall make sufficient group health insurance contributions, as determined by the Local 17 Hospitality Benefit Fund ("Fund") to pay for the employee's group insurance coverage for up to twelve (12) weeks of leave. The Employer may attempt to recover the cost of medical premiums paid during a covered leave of absence should the employee fail to return to work as provided for under the Family Medical Leave Act. The Fund shall make available group health insurance to employees at their own expense for any portion of a family or medical leave not qualifying under FMLA or in excess of twelve (12) weeks.

In the case of other leaves which would otherwise result in loss of group health insurance coverage, the Fund shall make available group health insurance to employees for the duration of the leave at their own expense.

Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves. Failure to return to work after an authorized leave of absence shall result in complete loss of seniority rights and shall be considered a voluntary termination.

7. Return from Leave –

- a) FMLA Leave – An employee returning from an FMLA leave shall be entitled to return to his or her previously held job classification and schedule.
- b) Non FMLA Leave – An employee returning from a non FMLA leave shall be entitled to return to his or her previously held job classification and schedule, subject to the following conditions:
 - (i) Neither the classification nor schedule has been abolished.
 - (ii) In the case of medical leaves and family leaves, such return is guaranteed only for leaves lasting twelve (12) weeks or less.
 - (iii) In the case of personal leaves, such return is guaranteed only for leaves lasting thirty (30) days or less.
 - (iv) Servers and Bartenders should refer to schedule bid language for special return provisions.

ARTICLE 14
BEREAVEMENT LEAVE

1. Bereavement Leave - Employees who have completed their probationary period shall be entitled to a leave of absence of up to three (3) working days with pay, at their current Hourly Wage Rate, based on the straight time hours they would have worked, to make

funeral arrangements or attend the mourning service of their spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, domestic partner as defined by Minneapolis city ordinance, grandmother and grandfather. The foregoing notwithstanding, Bartenders and Servers shall be paid at their current Hourly Wage Rate plus their Tipped Wage Rate, as defined in Article 5.11.

ARTICLE 15
JURY DUTY

1. Jury Duty - Non-probationary employees who are called for jury duty and serve as jurors on regularly scheduled work days shall be paid the difference between the amount received for such service and their straight time hourly earnings, not to exceed their daily scheduled hours per day, nor fourteen (14) days in any calendar year. The foregoing notwithstanding, Bartenders and Servers shall be paid the difference between the amount received for such service and their current Hourly Wage Rate plus their Tipped Wage Rate, as defined in Article 5.11.

All jury duty pay shall be subject to the following conditions:

- a) The employee shall give notice of his summons to the Employer as soon as possible; but no less than (7) days prior.
- b) The employee shall provide adequate proof of dates and time served and compensation received.
- c) The employee shall state that he did not volunteer for jury service.
- d) The employee shall receive holiday pay according to Article 16 of this Agreement.
- e) Where an employee's service on a jury would hamper the proper operation of the Employer's business, the Employer reserves the right to request of the appropriate Court that the employee's participation be postponed

ARTICLE 16
HOLIDAYS AND PERSONAL DAYS

1. Holidays Observed - The Company shall recognize the following as holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Scheduling of holidays shall be in compliance with Article 9.5.(d).

2. Holidays Not Worked - Holiday pay for employees with six (6) months of seniority or more who are regularly scheduled to work a five (5) day work week shall be computed by dividing the total number of straight-time hours worked by each employee in the previous pay period by ten (10) days; Holiday pay for employees who are regularly scheduled to work a four (4) day workweek or less shall be computed by dividing the total number of straight-time hours worked by each employee in the previous pay period by eight (8) days. Holiday pay for eligible Servers and Bartenders shall be computed using their Hourly Wage Rate plus their Tipped Wage Rate, as defined in Article 5.11.
 - a) Holidays Not Worked Without Management Approval - An employee who is regularly scheduled to work on a recognized holiday, and who does not work, shall not receive holiday pay unless such absence was approved by the Company. Requests off for holidays must be made a minimum of twenty-one (21) calendar days in advance, and will be honored according to seniority, while not being unreasonably denied.
3. Holidays Worked - Each non-probationary employee covered by this Agreement who works on a recognized holiday and who works his regularly scheduled shift immediately before and after the holiday worked, shall receive his regular holiday pay, plus pay at the straight-time rate for the first eight (8) hours worked on the holiday (for the first ten (10) hours if the employee has a customary ten-hour shift). Such requirements of working the scheduled day preceding and following a holiday may be waived by the Employer in extenuating circumstances.
4. Five-Day Workweek - Any hours worked in excess of eight (8) hours on a recognized holiday by employees who work a five-day workweek shall be compensated at two (2) times the employee's straight-time rate.
5. Four-Day Workweek or Less - Any hours worked in excess of ten (10) hours on a recognized holiday by employees who work a four-day workweek or less, shall be compensated for at two (2) times the employee's straight-time rate.
6. Seniority on Holidays - Work on holidays shall be on a seniority basis as provided in Article 9.
7. Holiday During Vacation Period - Where an employee is entitled to a paid holiday as provided above, and the holiday falls within the employee's vacation period, such employee shall be allowed an additional day of vacation with pay, or holiday pay, at the option of the Employer.
8. Computation of Overtime - Pay for a holiday not worked shall not be considered as time worked for purposes of computing overtime. Employees shall not be rescheduled to defeat the purpose of holiday pay unless by mutual agreement between the Employer and the employee(s).
9. Paid Personal Days - Employees, after completion of two (2) full years of employment, shall be allowed forty (40) hours of Paid Personal Days per anniversary year, to be taken in full-day increments of eight (8) or ten (10) hours, as regularly scheduled. To use a Paid

Personal Day or Days, employees shall file a written application on a form to be supplied by the Employer at least two (2) weeks in advance of the day or days requested. The Employer shall not unreasonably deny a requested day or days off. An employee on a Paid Personal Day or Days shall be paid the straight-time hours up to a maximum of eight (8) or ten (10) hours, as applicable. Paid Personal Days for Servers and Bartenders shall be paid at their Hourly Wage Rate plus their Tipped Wage Rate, per Article 5.11. Paid Personal Days are not cumulative and must be used in the anniversary year granted. Employees who are on approved leave of absence are eligible for Paid Personal Days; however, on-call employees are not.

Additional Paid Personal Days – In order to make certain employees hired prior to January 8, 2010 whole, in exchange for any loss of paid time off incurred as a result of the adoption of the Employer's Vacation Benefits Plan set forth below:

(i) Employees who reached their second (2nd) year of Company Seniority in 2010 will be granted 40 hours of additional Paid Personal Days in 2010, in 2011 and in 2012.

10. Family or Personal Illness – Paid Personal Days may be used without the fourteen (14) day advance notice for illness of the employee or the employee's family following the first full day of absence. In order to use Paid Personal Day time for this reason, the Employer must receive advance notice prior to an employee's shift for all such absences. Paid Personal days used under the Family or Personal Illness guidelines shall not count as a "day worked" under Sections 4 and 10 in this Article.

ARTICLE 17 VACATION PLAN

1. HMSHost Corporation Vacation Benefits Plan – Effective January 8, 2010, Employees shall be covered by and participate in the HMSHost Corporation Vacation Benefits Plan and Trust Agreement (the "Plan"). The Company specifically retains the exclusive right, in its sole discretion, to amend or terminate the Plan in whole or in part. The foregoing notwithstanding, in the event that a change occurs in the Plan that negatively impacts participating employees, the Employer agrees to re-open negotiations with the Union regarding the terms of this benefit. Should the Employer or Plan desire to modify the maximum benefit schedules at any time during the term of this Agreement, the Employer agrees to notify the Union promptly and to provide the Union information concerning the new schedules.
2. Vacation Pay – For purposes of payments from the Plan, vacation pay for all employees shall be at the employee's current Hourly Wage Rate (as determined by the Plan Administrator) during his/her scheduled vacation period.
3. Amount of Vacation - As stated in the Plan,

Amount of Vacation:

6 months up to 5 years

Maximum Accrual

40 hours

5 years to 10 years	80 hours
10 years to 15 years	120 hours
15 years to 25 years	160 hours
25 + years	200 hours

4. Vacation Pay Upon Termination of Employment – As stated in the Plan, upon termination of employment, employees shall be paid for their accumulated unused vacation leave.
5. Carry Over of Vacation Time - The Employer shall not require that employees use all of their vacation time by the end of each year. Employees may carry over up to 320 hours of vacation leave.
6. Contradictions between Sections 17.3., 17.4, and 17.5. above and the Plan – The intent of the parties in referencing the Plan provisions set forth above is to assist the employees' understanding of the Plan's benefits to them. In the event of any contradiction between the Plan and the language stated above, the Plan provisions shall prevail.
7. Vacation Requests - To the extent business requirements permit, written employee requests to the employee's immediate supervisor for specific periods in which to take vacations will be submitted not less than thirty (30) days nor more than one hundred eighty (180) days prior to the requested dates of vacation and will be honored on a first come, first serve basis; provided, however, when more than one employee submits a vacation request in the same week for the same vacation period, seniority shall prevail.
8. Vacation Confirmation - Subsequent to submission of the written vacation request the Employer shall inform the employee of approval or disapproval of the vacation period requested, in writing, within two (2) weeks.
9. No Change in Scheduled Vacation - Once a specific written request for vacation has received the Employer's written approval, the approved vacation dates shall not be changed unless by mutual consent of the Employer and the employee.
10. Health and Welfare and Pension Contributions - Employer and employee contributions under Article 20 shall be made on all vacation time paid to employees as time worked.
11. Servers and Bartenders - Unique to this Agreement, Servers and Bartenders shall also receive in addition to their Hourly Wage Rate their Tipped Wage Rate, as defined in Article 5.11. For accounting purposes any such Tipped Wage Rate paid to Servers and Bartenders for vacation pay is not considered to be part of the Plan.

ARTICLE 18
STATE AND FEDERAL LAW

1. Recognition of Applicable Laws - The Union and the Employer agree to comply with all applicable laws.
2. No Discrimination - The Union and Employer agree that there shall be no discrimination by either party which violates any of the City of Minneapolis, State of Minnesota or Federal laws, ordinances or regulations or any equal opportunity law.

ARTICLE 19
FITNESS FOR DUTY

1. A physician's statement of fitness for duty may be required of employees returning to work following a serious illness or injury.

ARTICLE 20
HEALTH AND WELFARE

Health and Welfare - (Includes Health, Dental, Life & Short Term Disability Coverage)

1. Eligibility and Employer Contributions - An employee must be employed by the Employer for a minimum of three (3) consecutive months to be eligible for the Health and Welfare insurance benefits.

The Employer shall pay contributions on all employees, under the terms provided in Section 2 of this Article. Employees may elect coverage as defined by the Trust's Summary Plan Document.

2. Employer Contributions - The Employer's contribution for each employee shall begin on the first of the month following the eligible employee's sixtieth (60th) day of employment (for example, an employee hired on January 15th will begin to have Employer contributions calculated on their April 1st hours, and contributions will be paid to the trust fund based on the April hours worked on the May invoice). The Employer will pay the following per hour worked to the Local 17 Hospitality Benefit Fund (the "Fund") toward maintaining a Welfare and Insurance Plan on behalf of its employees. Such increases are to be determined by the Fund Trustees, as they in their discretion determine the need, not to exceed the cost increase to the Fund from Health Partners or their successor benefit provider.
 - a) Effective 4/01/2013 -- \$2.44 per hour worked
 - b) Effective 7/01/2014 -- \$2.69 per hour worked
 - c) Effective 7/01/2015 -- \$2.89 per hour worked
 - d) For 2016 rates, the Company and the Union agree to re-open this specific article with regards to further changes to Employer and/or Employee contributions.

A rolling three (3) month average of 75 hours worked shall be used for purposes of determining an employee's continued eligibility for benefits under the Health and Welfare Plan.

Employee Contribution – As of the effective date of this Agreement, each eligible employee desiring coverage shall pay the following amounts per month toward the cost of providing Health and Welfare benefits. Further, each participating employee's monthly contribution shall increase in accordance with the following schedule:

- a) Effective 1/1/2012 - \$21.00 per month
- b) Effective 4/01/2013 – \$24.00 per month
- c) Effective 7/01/2015 – \$27.00 per month

The Fund Trustees may increase employee monthly contributions at their discretion during the life of this Agreement. Employee's contributions shall be deducted from their paychecks.

- 3. Payments During Vacation Time - Vacation periods or other time off for which payment is actually made to the employee shall be considered as time worked for the purposes of making contributions pursuant to this Article; and such payments shall be made not later than the 20th day of the month following the month in which the employee worked. The Employer is not required to make contributions on vacation time which is cashed out.
- 4. Trustees - The Fund shall be under the authority and supervision of six (6) Trustees, three (3) Employer Trustees and three (3) to be selected by the Union; said Trustees to function under the authority of the Agreement and Declaration of Trust of October 24, 1952, as revised and amended.
- 5. Delinquencies - Where there is no controversy over the obligations of the Employer under this Article and the Employer fails or refuses to submit the required contributions to the Trust Fund in the amounts and within the time as required, or is habitually delinquent with respect to such submission, then in such event:
 - a) After due notice to the Employer of its delinquency, the Union shall not be limited to the Grievance and Arbitration procedure but may serve notice on the Trust Committee to proceed with commencement of legal action against the Employer, in which event the Employer shall be required to pay all costs and reasonable attorney's fees.
 - b) If the Employer shall fail to make contributions to the Trust Fund by the 20th day of the month following the month in which the employee worked, the Employer shall be subject to liability for the principle and in, addition, liquidated damages of 12% of the delinquency, 18% interest on the delinquency and reasonable attorney fees and costs incurred in the collection of the delinquency.

- c) The Union and the Trust Fund, or either, shall have the right, for good cause and at reasonable times, to check all appropriate employment and payroll records of the Employer to determine whether the Employer is in compliance with the terms and requirements of this Article.
 - d) The Employer and/or other employers having Collective Bargaining Agreements with the Union in Minneapolis and environs and who are committed to making contributions to the Fund in the same amounts and under the same conditions guarantee the solvency of the Trust Fund at the benefit levels established by the Trustees thereof during the life of this Agreement, subject to limitation of contribution by Employer as described above.
6. Self-Payment - All eligible employees, as determined by Section 1 above, who fall below the required hours for Health and Welfare coverage or who terminate their employment shall be permitted to submit to the Fund self-payments for up to the amount of time required under the Comprehensive Omnibus Budget Reconciliation Act of 1986 (“COBRA”).
7. Employer's Option to Convert Coverage - The Employer reserves the right to, at its option, place the health and welfare (including dental) coverage elsewhere, provided that benefit levels are not reduced and the cost to the employee is no greater than at time of transition.

ARTICLE 21
PENSION

1. Pension Agreement – Employer is a Participating Employer of the UNITE HERE Workers Pension Fund, National Plan, (hereinafter called the “Fund”). The Employer agrees to become a party to the Agreement and Declaration of Trust dated January 14, 1949, as amended, which established the Fund as a jointly administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers, which term may include the Fund, the Union or subordinate organizations. The Employer further agrees and consents to the Employer-designated Trustees of said Fund to serve as such in accordance with the aforesaid Agreement and Declaration of Trust. The Employer shall contribute to the Fund, on or before the tenth (10th) of each month, an amount per employee, covered by the collective bargaining agreement, as indicated below:

6/1/2013:	\$0.47	6/1/2014:	\$0.50
6/1/2015:	\$0.54	6/1/2016:	\$0.57

for each hour worked during all payroll weeks ending in the prior calendar month. The Employer shall be required to contribute for new employees beginning the first of the month following the employee’s sixtieth (60th) day of employment. All contributions shall be payable to the UNITE HERE Workers Pension Fund and shall be remitted to the office of the Fund.

The Employer shall submit monthly, a list showing the names and Social Security numbers of all employees who are compensated by the Employer during the period covered, the number of hours worked or compensated, and the resulting contributions due (the "Contribution Report"). The Trustees may at any time have an audit made by a duly authorized representative of the payroll and wage and other relevant financial records of an Employer in connection with the said contributions and/or reports.

In addition to any other remedies to which the Union or the Fund may be entitled, if the Employer (a) is in default in its contributions for one (1) or more months; (b) is delinquent in submitting a Contribution Report to the Fund for one (1) or more months; (c) refuses to permit the Fund to conduct an audit; or (d) is shown by an audit to owe contributions and/or Contribution Reports to the Fund, it shall pay to the Fund any unreported or delinquent contributions plus interest, retroactive to the due date, at a rate fixed by the Trustees. In addition, if the Fund commences an action to enforce its rights to collect contributions, obtain Contribution Reports, and/or conduct an audit, the Employer shall pay, in addition to the amounts set forth above, the greater of 20% liquidated damages on any unreported or delinquent contributions or double interest, and all expenses associated with collecting any unreported or delinquent contributions or delinquent Contribution Reports or enforcing the Fund's right to conduct an audit, including, but not limited to, costs and legal fees.

2. Pension Unfunded Liability – The Fund shall have no authority to alter the contribution rates contained in this Agreement or the provisions regarding on whose behalf contributions shall be made, such as waiting period and eligibility for contributions, for the period October 1, 2012 through September 30, 2016. The Fund further shall not increase benefits until such time as any unfunded liability has been eliminated. Furthermore, when the Fund is fully funded, the Fund shall not increase benefits until such time as contributions will adequately cover such increased benefits. Should the Fund take action in contradiction to any of the representations made herein above, then the Employer in its sole discretion may cease making further contributions and request a reopener to offer an alternative retirement plan.

ARTICLE 22 SUCCESSORS AND ASSIGNS

1. The terms and provisions of this Agreement cover work performed by the employees of the Employer and shall bind all subleases, assignees, purchasers or other successors to the business to such terms and provisions, including vacation and holiday benefits to which the employees are and shall be entitled to under this Agreement.
2. Discontinuance of Business - If it is necessary to close down or otherwise discontinue business or any part of the Employer's business on a temporary or permanent basis, the Employer shall give affected employees a minimum of two (2) weeks notice unless the cause of the discontinuance of business is beyond the control or knowledge of the Employer. If the Employer fails to give affected employees the two (2) weeks notice and

no suitable alternative employment is provided, the employees shall receive two (2) weeks pay.

ARTICLE 23
SAVINGS CLAUSE

If any sections of this Agreement should be held invalid by operation or law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect. Provided, furthermore, the Union and the Employer agree to meet and confer within two (2) weeks of any ruling invalidating any article, section or portion of this Agreement to negotiate a lawful provision on the same subject if practicable.

ARTICLE 24
FULL AGREEMENT

1. The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This clause shall not be construed to limit, impair or act as a waiver or impede or bar the Union's right to bargain collectively on changes contemplated or effected by the Employer which may modify the traditional operation of the basic terms and conditions set forth.
2. The waiver in any particular instance or series of instances of any terms or condition of this Agreement or any breach hereof by either party shall not constitute a waiver of such term or condition or any breach hereof in any other instances.
3. All existing practices for the benefit and welfare of the employees, presently in effect as of the execution of this Agreement and not specifically covered by the terms of this Agreement, shall be continued and not reduced unless agreed to through negotiations between the parties.

ARTICLE 25
WORK RELATED INJURIES

1. Eligibility - An employee who is injured on the job and is sent home or to a hospital or clinic shall receive pay at the applicable hourly rate for the balance of his regular shift on that day.
2. Safety - The Employer and the Union jointly recognize the importance of maintaining safe working conditions so that no employee is allowed to work under conditions that endanger the health or safety of the employee. The Employer and the Union will cooperate in maintaining and supporting a standing Safety Committee. Employees shall be paid for hours spent in Safety Committee meetings at the appropriate rate, including premium and overtime rates.

ARTICLE 26
FINANCIAL INSTITUTION DEDUCTIONS

The Employer agrees to make direct deposit of paychecks available to employees upon hire.

ARTICLE 27
CASH HANDLING

Employees shall be notified of shortages or overages within ten (10) days of the end of the week in which the error occurred, otherwise such notice will be considered untimely. When employees are on LOA, vacation or holiday, this ten-day period begins with the day the employee returns to work. All employees will be allowed to count their banks at the beginning of their shift.

ARTICLE 28
SHOP STEWARDS

The Company agrees to recognize shop stewards. The Union agrees to notify the Employer in writing as to the name of the Shop Stewards. Shop Stewards shall be allowed to attend all Union meetings without pay upon proper notice to the Employer, provided the Employer's business shall not be disrupted. Shop Stewards and one (1) Committee Member will investigate and process grievances.

ARTICLE 29
LABOR MANAGEMENT COMMITTEE

The parties agree to form and actively utilize a Labor Management Committee in order to improve upon the cooperative working relationship by addressing on-going concerns in the business. The committee shall not address grievances, negotiate changes to this agreement or create company policies that fall within the realm of Article 3, Management Rights. The committee shall consist of no more than six (6) members of management and six (6) employees determined by the Union. The Union business agent or their representative and a representative from Human Resources shall participate in an advisory capacity. This committee shall meet on a regular basis as determined by the members. Employees shall be compensated at their vacation average hourly rate for participating in such regular meetings. No weekly or daily overtime shall occur as a result of time spent at these meetings (unless approved by management). The Labor Management Committee shall meet and discuss the application of the bidding process outlined in this Agreement as questions arise in the future.

ARTICLE 30
SERVER PAY – OUT

Managers shall check out Servers and pay out charge tips.

ARTICLE 31
TERM OF AGREEMENT

This Agreement shall become effective October 1, 2012, and shall remain in full force and effect through and including September 30, 2016. This Agreement shall continue from year to year thereafter unless either party gives written notice by registered mail, return receipt, to the other party and to the Federal Mediation & Conciliation Services, to be received no more than ninety (90) days nor less than sixty (60) days prior to September 30, 2016 or any yearly anniversary date thereafter, of intention to reopen or modify the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, as indicated below:

HOST INTERNATIONAL, INC.
at the Minneapolis/St. Paul International
Airport

Butch Howard
General Manager

_____ Date

Vernon Adams
Sr. Director, Regional HR

_____ Date

UNITE HERE Local 17

Nancy Goldman
President, Local 17

_____ Date

Martin Goff
Senior Vice President, Local 17

_____ Date

SCHEDULE A

MINIMUM WAGE RATES

The following shall become effective upon ratification (1/23/13):

<u>Classification</u>	<u>New Hire</u>	<u>12-month</u>	<u>24- month</u>
Bartender	8.00	8.50	9.00
Bartender [Skol, Varsity, Home Team	12.00	12.00	12.00
Server	7.25	7.25	7.25
Barista	8.35	8.75	9.45
Host	8.75	9.15	9.50
FFA 1 (CSR)	8.00	8.40	8.75
FFA 2 (DeliPrep/ Cashier)	8.35	8.65	9.20
Food Prep	8.00	8.25	8.50
Cook 1	10.50	10.90	11.30
Wok Cook	11.00	11.50	12.00
Grill Cook	11.00	11.50	12.00
Skilled Cook	12.00	12.50	13.00
Maintenance	13.00	13.45	13.90
Shift Lead	10.40	10.75	11.25
Shipper/Utility/Steward	8.25	8.55	9.00
Busser	8.00	8.25	8.50

ACROSS-THE-BOARD RAISES

Employees who are at or above the twenty-four (24) month service level for their classification shall receive the following hourly increase, effective the date indicated and processed during the payroll cycle immediately following these dates, plus any additional increase necessary for the employee to reach any applicable Federal or State minimum wage level. Employees also must be on the payroll on the effective date of the designated increase in order to receive the prescribed increase.

<u>DATE</u>	<u>NON-TIPPED</u>	<u>TIPPED</u> [MUST HAVE COMPLETED ONE FULL YEAR OF SERVICE IN THE CLASSIFICATION AS OF THE INCREASE DATE]
1/01/13	\$0.20	\$75.00 FLAT, ONE-TIME PAYOUT
10/1/13	\$0.25	
4/1/14	\$0.20	
10/1/14	\$0.25	\$75.00 FLAT, ONE-TIME PAYOUT
4/1/15	\$0.20	
10/1/15	\$0.20	\$75.00 FLAT, ONE-TIME PAYOUT
4/1/16	\$0.20	

FORMER "ANCORP EMPLOYEES" ADDENDUM

This Addendum relates to employees who were in the employ of the previous Employer and who accepted immediate employment with Host International ("Ancorp Employees" herein):

Parking - "Ancorp Employees" shall be eligible for the reimbursement of the cost of employee parking permits in excess of \$7.00 per month per employee. Such reimbursement shall not exceed \$1.50 per month. Parking permits will be purchased at the Employers office.

Sick Leave

- a) "Ancorp Employees" shall be entitled to five (5) days' sick leave each full year of service with the "Employer" for the duration of the Agreement.

- b) There shall be no accumulation of unused Sick Leave from year to year.
- c) Sick Leave shall be payable with the third (3rd) day of illness and upon reasonable proof of illness if requested.

STARBUCKS ADDENDUM

The parties agree so long as it is customary in Starbuck's street side stores that Starbucks employees shall be permitted to have a tip jar at the Airport location(s). The tip jar must be kept three feet from the register, and the employees are not permitted to intermingle the tip money with their register drawer receipts.

SCHEDULE B

The following classifications are designated for the specific locations indicated:

FFA 1 (CSR):	Godfather's A&W Maui Taco Pizzette D'Amico Market to Go Outposts/ Walls Quiznos Skol/Hometeam [if no alcohol or food prep)
FFA 2 (Deli Prep/Cashier):	LaTapenade French Meadow (NT & F) PeiWei Chick-Fil-A Dairy Queen Burger King Dunn Bros Einstein
Cook 1:	Northern Lights Itaska IceEscapes Fletchers O'Gara's French Meadow (F) Chilis
Wok Cook:	PeiWei
Grill Cook:	Axel's Bonfire French Meadow (NT) Rock Bottom
Skilled Cook:	Ike's

LETTER OF AGREEMENT 1-23-13

Addendum to Article 9.5(c) Brand & Unit bidding

Effective upon ratification of this Collective Bargaining Agreement, Host International at MSP Airport and Unite Here Local 17, AFL-CIO, agree to the following language:

For a Trial Period of the next 18 months, should business needs or trends, including, but not limited to flight movement, construction, seasonality, reduction and/or increase in passenger loads dictate the need to conduct a bid by Brand or within a unit for all tipped and non-tipped classifications, such bid shall be done in accordance with classification seniority. The Company agrees to provide adequate notice to the Union (3 weeks) and potentially impacted associates (2 weeks) prior to the posting of any schedule bids. During the 18 month trial period, the Company and the Union agree to review the process every six [6] months. Any employee who is displaced due to such a bid will be offered the first choice to return to the unit, should the shift be reinstated within 120 days.

For the Company:

Butch Howard

Date

For the Union:

Nancy Goldman

Martin Goff

Date