

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**AREAS USA**

**AND**

**UNITE HERE LOCAL 17, AFL-CIO**

**Effective May 11, 2023 through December 31, 2026**



## **AGREEMENT- PREAMBLE**

This Agreement is made by and between Areas AERO MSP JV, LLC, doing business at Wold-Chamberlin Field Airport, Minneapolis, Minnesota (a.k.a. Minneapolis-St. Paul International Airport) (hereinafter referred to as the “Employer”), and UNITE HERE Local 17, AFL-CIO (hereinafter referred to as the “Union”) covering employees of the Employer at the Wold-Chamberlin Field Airport, Minneapolis, Minnesota (a.k.a. Minneapolis-St. Paul International Airport).

WHEREAS it is the desire and intention of the parties to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and equitable disposition of grievances, to promote the economic welfare of the Employer and its employees, and to promote good relations between the Employer and employees for their mutual benefit.

WHEREAS, 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 operations of the business of the Employer in rendering service to the general public and continuous employment of the employees and general stabilization.

THEREFORE, the parties hereto mutually agree as follows:

### **ARTICLE 1** **RECOGNITION**

#### **1.1 Recognition:**

The Employer recognizes the Union as the exclusive bargaining representative for collective bargaining purposes concerning the negotiable terms and conditions of employment of all food and beverage employees who are employed by the Employer in its food and beverage operations at Minneapolis-St. Paul International Airport , which classifications are listed in Appendix A hereto, excluding executive chefs, sous chefs, all confidential and clerical workers, professionals, managers and supervisors as defined in the National Labor Relations Act. The term “Employer” shall be deemed to include any person, firm, partnership, corporation, joint venture, or other legal entity substantially under the control of (a) the Employer covered by this Agreement; (b) a subsidiary of the Employer covered by this Agreement; or (c) any person, firm, partnership, corporation, joint venture, or other legal entity which has less than fifty percent (50%) ownership interest in the Employer. This Agreement shall only apply to the Employer’s operations at MSP Airport but shall not apply to the Buffalo Wild Wings and Zona Cocina units. This Agreement shall not apply to any existing or future operations owned or controlled by any person, firm, partnership, corporation, joint venture, or other legal entity which maintains less than fifty percent (50%) ownership interest in the Employer covered by this Agreement.

#### **1.2 Bargaining Unit Work:**

Supervisors, as defined by the National Labor Relations Act, will not perform bargaining unit work except for purposes of training, to relieve employees on break, in the event of a legitimate emergency, staffing shortages for any reason including but not limited

to illness, call outs, early departures, or in the event no bargaining unit member is available to perform the work despite reasonable efforts to assign a bargaining unit member to perform the work.

**1.3 No Individual Agreement:**

The Employer shall not enter into any agreement with any individual employee covered by this Agreement the terms of which conflict with any of the terms of this Agreement.

**1.4 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.

**1.5 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. All discussions between management and employees shall be conducted in a professional manner to avoid embarrassment or ridicule.

**1.6 English Proficiency:**

While English is the language of the workplace, the Employer recognizes the right of Employees to use the language of their choice when speaking amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of guests and other Employees and is consistent with quality guest service.

**ARTICLE 2**  
**UNION RIGHTS (INCLUDING SECURITY,**  
**CHECKOFF, STEWARDS, RIGHTS AND BULLETIN BOARD)**

**2.1 Membership:**

(a) All present employees who are not members of the Union on the effective date of this Agreement shall, as a condition of employment become and remain members in good standing of the Union, to the extent permitted by law, on or before the 31st calendar day following the effective date of this Agreement.

(b) All new employees hired on or after the effective date of this Agreement shall, as a condition of employment, on or before the 31st calendar day following the beginning of such employment, become and remain members in good standing of the Union, to the extent permitted by law.

(c) The Employer agrees to notify all new Employees under the bargaining unit about the provisions of this Article.

(d) It is understood that the Employer shall not be required to discharge any Employee under this Article for reasons other than the failure to pay periodic dues or initiation fees uniformly required as a condition of acquiring or maintaining membership in the Union.

## **2.2 Hire from Any Source:**

(a) New employees may be hired from any source. However, any person employed in a job classification covered by this Agreement shall be advised at the time of hire that the Company is operating under a Union Contract.

## **2.3 Orientation:**

Within seven (7) days following new employee(s) being hired by the Company and the first date of employment, the Union will be provided with the name, classification, address and hire date of said new bargaining unit employee(s). A union representative or Shop Steward shall be afforded the right to meet with all new hires for a maximum of thirty (30) minutes at the conclusion of employee's orientation. No shop steward will be paid for time spent in such meetings. In addition, shop stewards may not attend such a meeting when scheduled to work.

## **2.4 Union Fees and Dues:**

(a) **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.

(b) The Union shall be privileged to change the amount of initiation fees and monthly dues upon thirty days written notification to the Employer.

(c) The Company agrees to provide the Union with a monthly seniority list and shall include all terminations, leaves of absence and new hires. The list shall include each employee's full name, address, phone number, Social Security Number, e-mail address, rate of pay, Company date of hire, and Classification(s) date of hire. The information will be provided electronically through the Unions FTP site.

(d) **Electronic Authorizations.** The Union will provide to the Employer verification that the dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written application form, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and/or federal law.

(e) The parties agree that maintaining and protecting employee's privacy is of paramount importance. The parties recognize that employees have strong privacy interests in their personal information including social security numbers, home addresses and phone numbers. The parties agree that each will take appropriate steps and maintain employees' privacy with respect to this information.

## **2.5 Voluntary Political Deductions:**

The Employer agrees to honor voluntary political deductions authorizations from its employees in the following form:

The Employer shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Employer's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary, and benefits provision of this Agreement. The Employer shall send these transmittals and this list to: UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, 11th floor, New York, NY 10001, Attention Treasurer.

## **2.6 Union Stewards:**

The Union shall have the right to designate three (3) shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The Union shall advise the Employer in writing as soon as practicable of the names of the employees who it appoints to function as Union Stewards.

Union stewards agree to conduct their Union duties in a manner that does not interfere with the Employer's operations or with employees' duties during scheduled working hours, except where management agrees otherwise.

## **2.7 Union Representative:**

The Employer shall permit authorized representatives of the Union access to visit the employees' work sites at reasonable times for the purpose of Union business. The Union agrees that during such visits its representatives will not interfere with the Employer's operations or with the employees' duties during scheduled working hours and shall contact the General Manager or his or her designee upon arrival. The Union further agrees that such visits will be conducted consistent with all health and security requirements that apply to the Employer or its operations or facilities.

**2.8 Security Approval:**

The Employer agrees to complete application forms for security badges and direct the Union to the appropriate security facility to facilitate the Union's access to bargaining unit members. Any security badges provided to the Union shall be provided in the Union's name, rather than the Employer's. In the event that the Union is unable to obtain a badge, the Employer will take all permissible and necessary steps to assist the Union in obtaining a badge and the Union agrees to accept full responsibility and hold the Employer harmless for the conduct of any individuals wearing such a badge. The parties agree and recognize that the ultimate issuance of security badges is within the sole and exclusive control of the Airport authorities. The Union accepts responsibility for the return of the security badges to the Airport and shall bear the costs of such security badges.

**2.9 Union Buttons:**

While on the job employees may wear Union buttons, so long as the wearing of such buttons does not obscure or interfere with the employees' uniform or any branding or franchisee standards. Such buttons may not exceed one and one-half (1-1/2) inch in diameter and shall not contain offensive language.

**2.10 Bulletin Board:**

The Employer agrees to provide a bulletin board or posting area in each unit or worksite. Postings shall not contain defamatory text toward the Employer, its representatives or the Employer's client.

**2.11 Indemnification:**

The Union agrees to defend, indemnify, and hold the Employer harmless from any liability or expense incurred by the Employer arising from the Employer's action pursuant to this Article.

**2.12 Employee Discussion:**

Employees shall have the right to discuss Union business and other matters; provided that such discussions take place on the employee's break time and do not interfere with the operation of the business, service to a customer, or the work of other employees.

**ARTICLE 3  
MANAGEMENT RIGHTS**

**3.1 Rights to Manage:**

Except to the extent expressly limited by a specific provision of this Agreement or by operation of law, the Union agrees that the management of the Employer and the direction of the workforce is within the sole discretion of the Employer. Accordingly, the Employer reserves and retains solely and exclusively, all of its rights, functions and prerogatives of management including, but not limited to, the right to hire new Employees from any source, to discharge, suspend or otherwise discipline Employees for just cause; to promote; to

demote; to schedule; to transfer, to direct Employees in their work; to assign or reassign work; to direct and schedule Employees, and to determine the workweeks and working hours of Employees; to change or reclassify Employees or job duties; to layoff and recall employees; to control all Employer property; to require the assignment of additional duties; to make, promulgate, change and require Employees to observe Employer rules, work rules, attendance rules, productivity rules, safety rules, regulations, policies and practices in addition to those set forth in this Agreement, provided same are reasonable; to decide the type and quantity of work to be performed; to plan, direct and control the entire operation of the Employer; to establish, expand, reduce, alter, abolish, discontinue, consolidate, combine or reorganize any job classification, department, division, operation, service, or other unit of the Employer regardless of whether or not the same causes a reduction in the work force; to determine the number of Employees and the duties to be performed; to maintain the efficiency of Employees; to determine the qualifications, size and composition of the work force; to determine, establish and administer policies and procedures related to education, training, operations, services and maintenance of the Employer; to control and regulate the use of facilities, supplies, equipment and other property of the Employer; to determine the number, location and operations of job classifications, departments, divisions, operations, services, or other units, to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the work force; to otherwise carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of the Agreement; and to otherwise generally manage the Employer, attain and maintain full efficiency and optimum profitability.

### **3.2 Non-Inclusive Rights:**

The foregoing statement of the rights of management and of Employer functions are not all inclusive but indicate the type of matters or rights which belong to and are inherent in management and shall not be construed in any way to exclude other Employer functions not specifically enumerated. Any of the rights, power, or authority the Employer had when there was no agreement are retained by the Employer provided, they are consistent with the provisions of this Agreement.

## **ARTICLE 4 LABOR-MANAGEMENT COMMITTEE**

A labor-management committee shall be established to discuss matters of mutual concern to the Employer and the Union. The committee shall consist of at least two (2) representatives of the Company, and at least two (2) representatives of the Union unless otherwise agreed. Meetings shall be held at mutually agreeable times and locations so as to apprise the other of problems, concerns, suggestions, etc., related to the operation and the workforce. A written agenda shall be established for each meeting. The results of such meetings shall neither alter the provisions of this Agreement nor be construed as continued negotiations over the terms and conditions set out in this Agreement, nor shall such meetings be considered as a step in the grievance procedure.



**ARTICLE 5**  
**NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any employee or applicant because of such employee's or applicant's race, color, religion, sex, age, national origin, creed, sexual orientation, marital status, physical handicap, veteran status or other protected status under applicable City, State or Federal non-discrimination laws. No employee shall be discriminated against because of their membership in the Union or because of any lawful activities by such employees on behalf of the Union.

**ARTICLE 6**  
**IMMIGRATION RIGHTS**

To the extent consistent with applicable law, no employee covered by this Agreement who has successfully completed their probationary period hereunder shall suffer any loss of seniority due to any changes in the employee's social security number, provided that the employee's new social security number is valid, and the employee is authorized to work in the United States at and for the Company.

Nothing in this Article shall limit the Employer's ability to comply with IRCA, Homeland Security, TSA or other government or airport directives, rules, and regulations.

In the event an employee who has completed at least one (1) year of service is terminated due to a lack of proper work authorization, the employee shall be reinstated as soon as practicable to a vacancy in his or her former classification without a loss in seniority upon the employee's providing proper work authorization within six (6) months of the date of termination. Employees with two (2) or more years of service shall be permitted one (1) year from the date of termination to provide proper work authorization under the foregoing terms.

**ARTICLE 7**  
**SENIORITY (INCLUDING FILLING OF VACANCY  
LAYOFF, RECALL AND BREAK IN SENIORITY)**

**7.1 Definition:**

Classification seniority means continuous length of service with the Company, or its affiliates, in the wage classification categories listed in Appendix A of this Agreement within a particular unit.

Company seniority shall mean continuous length of service with the Employer or its affiliates. Company Seniority is used to determine eligibility for paid time off and bidding for job vacancies after classification seniority bidding.

The procedure enumerated in paragraph 7.2 (i) shall be used to rank employees by seniority in the event they have the same Seniority Date.

Employees will be placed on the appropriate seniority lists upon satisfactory completion of their probationary periods with both Company and Classification seniority dates.

## 7.2 Seniority Rights:

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

**a) Full Work Week** - Senior employees shall have the right to work the maximum hours available up to forty (40) hours per week. Senior employees may not claim part of a shift and may only claim additional shifts when they become available.

**b) Holidays** - Holiday work shall be offered to all employees within that unit and classification, based on their seniority. Senior employees will be given the first opportunity to accept or decline work and junior employees will accept the work remaining to ensure that the Employer has enough employees to operate on the given holiday. Where facilities are closed due to a remodel, closing of a terminal, or at the request of its Landlord, employees shall receive pay for a holiday not worked provided they have met "holiday not worked" eligibility provisions.

**c) Overtime** - Where unscheduled overtime is required, it shall be offered on the basis of seniority within the classification of those working in the concept 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 within that concept.

**d) Vacations** - When more than one (1) employee submits a vacation request in the same week for the same vacation period, classification seniority within the concept shall prevail.

**e) 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. Recall shall be done in accordance with Article 7.9 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 workforce is again increased, employees on layoff shall be recalled in the order of their job classification seniority.

**f) 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 classification seniority, provided they advise management of their desires, in writing, to work additional hours.

**g) Transfer** – Transfer to new job openings

**h) Use of Part-Time Employees** – The Employer shall not use two (2) or more part-time employees where a full-time employee is available to work the full-time shift and requests such hours.

**i) Same Seniority Date.** In the event employees share the same seniority date, the senior employee will be determined by the employee numbers. The Employee with the lowest employee number shall be considered the most senior. Should the employee's numbers change at any time during the term of this Agreement, the Employer and Union will meet to discuss the seniority list to ensure that the employee maintains their seniority.

**7.3 Temporary Openings:**

Temporary openings, i.e., to cover absences, PTO coverage, overtime coverage or other unanticipated temporary staffing requirements, will first be filled with employees from within the same classification within the same bargaining unit. Volunteers will be solicited based on classification seniority, so long as the employee is qualified to perform such work. If the temporary vacancy cannot be filled with volunteers, then qualified employees may be assigned to cover the temporary vacancy in reverse order of classification seniority. The employer will make every reasonable effort to fill the shift with a member of the bargaining unit.

**7.4 Job Posting and Bidding:**

In filling job vacancies which may exist within the bargaining unit, qualified employees from within the bargaining unit shall be given preference in filling said vacancies prior to the consideration of other applicants. Seniority shall be the determining factor in filling vacancies when the Employer determines that the senior employee is qualified and has the ability to perform the job. Such determination shall not be arbitrary or capricious.

All job openings must be posted for a period of no less than five (5) days calendar days in all outlets. Job postings shall list the scheduled days and hours of work for this opening. If a qualified senior employee bids from within the bargaining unit, the Employer shall award the bid to that employee within thirty (30) calendar days of the initial job posting date.

Permanent job vacancies, including jobs in new or remodeled units or reopening of concepts, shall be awarded to the most senior employee who submits a bid based on Classification seniority and is qualified to perform the work, in the following order of priority:

- 1) within the bargaining unit
- 2) laid-off employee (if any exist at the time of the bid).
- 3) hire from any other source

Vacancies not filled within a Classification will be awarded to the most senior qualified employee (based on Company seniority) who submits a bid, in the following order of priority:

- 1) within the bargaining unit
- 2) laid-off employee (if any exist at the time of the bid).
- 3) hire from any other source

If the Employer has been unable to fill the position through the above process, then the Employer may fill the position by hiring from outside the bargaining unit.

Full bids of all bargaining unit schedules will occur at reasonably determined times of the year as the business needs. A minimum of one (1) bid will occur every calendar year.

#### **7.5 Transfer from Bid Probationary Period:**

Employees transferring to a new classification, shift or location shall serve a fourteen (14) calendar day probationary period. The employee may choose to return to their former position, or the Employer may return the employee to their former position (even if these actions result in displacing an employee hired to replace the employee who is returned to his or her former position), within the probationary period without loss of seniority or resort to the grievance procedure. The probationary period may be extended by the Employer up to ninety (90) days to provide for special testing or qualifications necessary to meet branding or Employer certification requirements without resort to the grievance procedure.

#### **7.6 Schedules and Schedule Changes:**

Whenever there is a minor (less than 6 hours in a week) schedule change within a unit, it is the responsibility and right of management to create and post within the unit the work schedules required. A work schedule so posted must be accepted as posted, i.e., with hours of work and days off as posted, and will first be awarded by classification seniority from within that concept. If there is no qualified employee who has submitted a bid, then the Employer may assign the schedule or fill the position by hiring from outside the bargaining unit. Major scheduling changes (more than 6 hours in a week) shall be posted in accordance with section 7.4 of this article.

#### **7.7 Permanent Unit Closing or Layoff:**

If it becomes necessary to lay off employees within the bargaining unit, those employees with the least Company seniority within an affected job classification shall be laid off first. Employees on layoff shall be recalled beginning with the laid off employee with the greatest Company seniority within the affected job classification.

#### **7.8 Bumping:**

Bumping shall not be permitted except in cases of permanent concept closing or layoff. In such cases bumping shall be permitted as follows: within the same job classification but in a different concept within the bargaining unit or in a different schedule with comparable total hours, if available, held by an employee in the same job classification within the same concept with less company seniority. If there is no less senior person within the same job classification and unit, the employee to be laid off shall be permitted to use his Company seniority to bump to a job classification in which the employee previously worked, or to an entry level position (defined as cashier) that the employee is qualified to work within the same unit.

#### **7.9 Recall Rights:**

Employees on layoff shall be entitled to recall for a length of time equal to their Company seniority up to a maximum of twelve (12) months, provided they keep the Company advised of their current address and telephone number(s). Notice of recall will be mailed to the employee's last known address. Employees will have ten (10) calendar days from the date the notice of recall was mailed to respond and must report to work at the time, date, and location, and in the position and shift, specified in the notice of recall. An employee's request to report to work at some time other than the time specified in the notice of recall will be reasonably considered, but any such request is subject to the needs of the business and the timeliness of the employee's response to the notice of recall.

**7.10 Transfer Denial:**

If a bargaining unit member is denied a job transfer or promotion, upon their request, the Employer will meet and discuss the reasons for the selection.

**7.11 Loss of Seniority:**

Seniority will be broken, and the Employee's employment terminated for any of the following reasons:

1. Resignation or voluntary quit.
2. Discharge for cause.
3. Absence of three (3) consecutive working days without proper notification to the Employer.
4. Failure to return to work on the first scheduled working day following expiration of any approved leave of absence.
5. Absence from work for any reason, unless approved or excused, for a period of time exceeding twelve (12) months, unless otherwise required by law.
6. Working for any other employer while on any approved leave of absence from the Company, other than layoff or military leave.
7. Retirement.
8. Termination under Items 3, 4, 5, or 8 of this Section under Loss of Seniority will be treated as a voluntary quit.

Seniority will continue to accrue during:

1. Approved personal leave of absence.
2. Military leave of absence as may be provided by law.
3. First twelve (12) months of an indefinite layoff.

**7.12 Probationary Period and Training:**

Probationary employees shall not be entitled to receive benefits under this Agreement except as explicitly provided herein, or as otherwise required by law. Upon completion of the probationary period, said employees shall be entitled to all benefits provided in this Agreement and vacation and seniority shall revert to initial date of hire.

The parties recognize the employer will institute new concepts, brands and training methods. To that end, the Employer reserves the right to train regular and probationary employees off-site at street side restaurants or such other locations or facilities it deems appropriate.

**7.13 Company Proposed Article on Job Openings:**

Employer shall post open non-entry level positions for five (5) days. Postings shall be posted in the following locations in Terminal 1: F Office, Main Office, A/B Office and the hall way between the Cook and the Ox and commissary.

Upon completion of the posting period, the position shall be awarded to the most senior qualified bidder. For the purposes of this Article, "qualified" shall mean the applicant can be trained on the job in a maximum of one (1) week. This shall be determined in the Employer's reasonable discretion.

**ARTICLE 8**  
**DISCHARGE, DISCIPLINE**  
**AND PROBATIONARY PERIOD**

**8.1 Probationary Employees:**

For the first ninety (90) days of employment, employees shall be probationary and may be dismissed or disciplined without resort to the grievance procedure. Once an employee completes their probationary period, their seniority shall be retroactive to their most recent date of hire with the Employer.

**8.2 Discipline:**

The Employer agrees to discipline and discharge only for just cause. The Company recognizes the theory of corrective, progressive discipline. Progressive discipline will include a First Progressive Counseling, a Second Progressive Counseling, a Final Progressive Counseling, and then Dismissal.

There shall be two (2) separate progressive disciplinary tracks; (i) for attendance and (ii) for cash handling and other conduct.

Certain offenses are considered so serious as to constitute just cause whereby an employee may, at the discretion of the Employer, be discharged immediately. A non-exhaustive, but illustrative list of examples of such offenses constituting just cause includes, but is not limited to, the following:

- a. Drinking of alcoholic beverages or being under the influence of, in the possession of, or sale of alcoholic beverages or drugs on Employer time or premises. (Drugs are defined as any narcotics, depressants, stimulants, dangerous drugs, or hallucinogenic drugs considered dangerous by the U.S. Dept. of Justice, Bureau of Narcotics and Dangerous Drugs. Prescription drugs are exempt.)

- b. Physically fighting on the premises of the Employer, the client, and/or surrounding areas including employee or facility parking lots.
- c. Falsification of records such as medical forms, or employment applications, timecards, schedules, attendance records or clocking in or out another employee or requesting another employee to clock you in or out.
- d. Willful or unreasonable destruction or theft of Employer's property.
- e. No show-no call of two (2) successive days or on more than three (3) occurrences in a rolling twelve (12) month period.
- f. Possession of firearm(s) or illegal weapon(s) on the Employer's or client premises and/or during work time.
- g. Manipulation of checks with intent to defraud either the Employer or a customer or mishandling of Employer's funds.
- h. Negligence, horseplay, or recklessness resulting in a serious accident while on duty.
- i. Gambling or sleeping while on duty.
- j. Violating the Employer's equal opportunity and/or racial or sexual harassment policies.
- k. Insubordination or refusing to obey a directive of a manager or supervisor.
- l. Arguing with or using profane or abusive language directed at management or customers, or at a fellow employee in the presence of customers.
- m. Conviction of a felony in a court of law.
- n. Knowingly serving unsafe or unsanitary food. If employees are required by management to serve such food, employees should contact a supervisor or the corporate office immediately.

### **8.3 Representative at Disciplinary Meeting:**

An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer or its agent, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension, or other disciplinary action with respect to the employee. If the employee indicates that they wish a steward to be present, and one is not available, another bargaining unit person of the employee's choosing may be asked to sit in as a witness. If no such bargaining unit person is chosen by the employee, the disciplinary meeting shall be temporarily postponed (i) for a period of forty-eight (48) hours or (ii) until a Shop Steward or Union Representative is available, whichever occurs first. In the meantime, depending upon the seriousness of the offense, the Employer may suspend the employee pending investigation.

#### **8.4 Warning Disciplinary Notices:**

(a) Written disciplinary notices (written warnings, suspensions, and terminations) issued to employees must specify the events or actions for which the notice is issued. Written disciplinary notices (written warnings, suspensions and terminations) shall be issued to employees within five (5) working days, excluding Saturdays, Sundays, holidays, paid time off, sick leave, leave of absence, or any other authorized leave, of the event or action for which the written disciplinary notice is issued or within five (5) working days, excluding Saturdays, Sundays, holidays, paid time off, sick leave, leave of absence, or other authorized leave, after the Employer first became aware of such event or action.

(b) Warning notices shall not be used as a basis for discipline after a period of twelve (12) months unless there is a current incident manifesting a continuing pattern of serious misconduct, e.g., racial, or sexual harassment. Suspensions shall not be used as a basis for discipline after a period of twelve (12) months.

(c) A copy of such warning notices shall be given to the employee during the disciplinary meeting. All warning notices will be scanned and emailed to the Union Representative within twenty-four (24) hours following the disciplinary meeting.

#### **8.5 Investigatory Suspensions:**

Where appropriate, terminations shall be preceded by a non-disciplinary suspension, not to exceed seven (7) calendar days in length unless the parties agree to a longer period, pending investigation of the allegations which may lead to discharge.

#### **8.6 Shoppers Report:**

The Union recognizes that the Employer and the Airport employ shopping investigators or "shoppers" in their operations. The Union and the Employer agree that with respect to shoppers:

- A. Employees shall be informed during their training of the Airport and Employer's use of shoppers.
- B. The Employer's shoppers shall provide factual reports of their observations of customer service situations and cash handling transactions. The Employer's Shoppers shall not use methods which would intimidate or confuse employees. The Employer shall not employ shopping services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports.
- C. Employees and the Union will, on request, be shown copies of any shopper reports which are retained in the employee's personnel file.
- D. The Employer will inform the employee as soon as practicable of a shopper's report that may result in disciplinary action.



**ARTICLE 9**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**9.1 Grievances:**

The term "grievance" as used herein means any alleged violation, misinterpretation or misapplication of this Agreement and may be raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees covered by this Agreement or by the Employer. The claims covered by this Article include, but are not limited to, claims covered by the National Labor Relations Act, claims alleging a unilateral change in the terms and conditions of employment, or any claim for an alleged violation, misinterpretation, or misapplication of this Agreement.

**9.2 Time Limits:**

The parties agree that grievances must be processed and resolved as expeditiously as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. To that end, failure to meet the time limits by the grieving party at any step of the grievance procedure as outlined in this Article shall be deemed to be an abandonment and waiver of the grievance. Failure to meet the time limits by the party against whom the grievance is filed at any step shall be deemed to be a waiver of that requirement of the grievance procedure by both parties and the moving party may move on to the next step. Time limits may be waived by mutual agreement of the Employer and the Union.

**9.3 Process and Steps:**

The following constitutes the exclusive method for resolving grievances between the parties under this Agreement unless any step is waived or modified in writing by mutual consent of the Employer and the Union. Grievances involving suspensions or terminations will proceed in accordance with Step Two. Although the parties will endeavor to meet any deadlines contained in this Article, the parties agree that any such deadlines may be extended by mutual agreement.

**Step One (Employee and Manager):**

The employee may, within three (3) calendar days of the incident or circumstance giving rise to the dispute, take the matter up with their immediate manager.

The Manager involved in the Step 1 meeting shall respond within five (5) calendar days of the Step 1 meeting.

**Step Two:**

If the grievance is not resolved after Step 1, or Step 1 is not applicable, then within five (5) calendar days of the Employer's Step 1 response, or date the Step 1 response was due, the grievance shall be reduced to writing and provided by the shop steward or union representative to the General Manager. The written grievance should list the specific provision(s) of this Agreement alleged to have been violated and the remedy sought. Within

five (5) calendar days of the grievance being filed in writing, a meeting shall occur between the General Manager or their designee, the union representative, Steward and the grievant in an effort to resolve the grievance. The General Manager shall provide a written response within five (5) calendar days of the meeting.

**Step Three:**

If the grievance is not resolved after Step 2, then within five (5) calendar days of the Employer's Step 2 response, or date the Step 2 response was due, the grievance shall be submitted to the Employer's Human Resource Director. Within ten (10) business days of the grievance being submitted, a meeting shall occur between the Human Resource Director, or their designee, the union representative, steward and the grievant in an effort to resolve the grievance. Such meeting may occur by telephone or videoconference. The Human Resource Director shall provide a written response within ten (10) business days of the meeting.

**Step Four Optional (Mediation):**

Prior to the grievance being submitted to arbitration, the Union or the Employer may file a written request for a Grievance Mediation. The Grievance Mediation if agreed upon by both parties to this Agreement shall be held within sixty (60 days) calendar days of the written request. In the event the Employer and the Union cannot agree upon a mediator, either or both parties may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of 5 names. The parties shall alternately strike names from the list until one (1) name remains, with the Union striking first. The remaining person shall be the mediator. Such procedure shall apply in each case.

Mediation of grievances shall be governed by the following rules:

- (1) The grievant shall have a right to be present at the Grievance Mediation:
- (2) Each party shall have one principal spokesperson:
- (3) Outside lawyers or consultants shall not participate in a Grievance Mediation:
- (4) Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing:
- (5) Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of the evidence shall not apply, and no formal record of the Grievance Mediation shall be made:
- (6) The mediator shall have the authority to meet separately with any person or persons but shall not have the authority to compel a resolution of a grievance:
- (7) If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision within eighty-four (84) hours of the mediation:
- (8) The mediator shall state the grounds for their advisory decision:
- (9) The Grievance Mediation shall have no power to alter or amend the terms of the Agreement:
- (10) The cost of the mediator, if any, shall be split between the Employer and the Union:

- (11) In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

#### **Step Five (Arbitration):**

In the event that the grievance cannot be settled in Step Three or Four, the matter shall be referred to an arbitrator by the International Union or by the Employer for determination within thirty (30) calendar days from receipt of the Human Resource Director's written decision or the conclusion of Mediation. Due notice of submission to arbitration shall consist of written notice to the Employer if the issue is raised by the Union, or if the issue is raised by the Employer, written notice to the Union.

The arbitrator shall be selected by the Union and the Employer. If the parties are unable to agree on an arbitrator, the moving party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternately strike names from the list until one (1) name remains (grieving party shall strike first). The remaining person shall be arbitrator. The arbitrator selected shall hold a hearing promptly and shall issue a written decision not later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements or briefs were submitted. The decision of the arbitrator shall be final and binding upon the parties.

The Arbitrator shall have no authority to amend, alter, add to, or subtract from this Agreement. All expenses of the Arbitrator shall be jointly and equally shared by the parties.

#### **9.4 Sole and Exclusive Remedy:**

The parties agree that the grievance procedure set forth in this Article shall be the sole and exclusive method of settling all claims, grievances or controversies arising out of the terms of this Agreement.

#### **9.5 Arbitration Awards:**

All claims for wages lost because of unjust suspension or discharge shall be limited in the amount, if any, agreed to by the Employer and Union or ordered by the arbitrator if taken to arbitration, but, in any event, less any unemployment compensation unless repayment of unemployment compensation is required by law (after final determination by the State) and less other compensation that the grievant may have received from any source intended to replace income the grievant lost from the Employer during the period for which back pay is claimed. In any event, retroactive award, if required, shall not exceed ninety (90) days from the day the grievance is first submitted to the Employer or his designated representative, by the employee or the Union.

**ARTICLE 10**  
**WORK TIME (INCLUDING HOURS OF WORK,**  
**OVERTIME, WORKING CONDITIONS)**

**No Guarantee** - This Agreement constitutes no guarantee of hours or periods of work.

**10.1 Work Schedules:**

Work schedules are based on lease requirements and customer and operational needs. Employees shall be scheduled as provided in the seniority provisions of this Agreement. All weekly work schedules shall be posted in every unit. Workers shall be provided at least five (5) calendar days' notice prior to the start of the scheduled work week regarding any temporary changes in hours of work or scheduled days off (e.g., changes due to vacation coverage or other limited-duration operational needs), provided that scheduled hours may be changed with less than five (5) days' notice due to business condition beyond the Employer's control, Acts of God or emergencies. Such temporary changes shall be made in accordance with classification seniority.

**10.2 Clocking Out:**

If the Employer determines that there is insufficient work, then the Employer may require employees to clock out in the following order: (1) volunteers; (2) part time employees in inverse order of seniority by classification in that unit and (3) full-time employees in inverse order of seniority by classification in that unit.

**10.3 Employees:**

Employees who regularly work thirty (30) or more hours per week are considered full-time employees. Normally, full-time employees will be scheduled for up to forty (40) hours per week consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days as determined by management and if available. This does not constitute a guarantee of hours.

Part-time employees will retain and accrue seniority as provided in Article 7 of this Agreement. The Employer will endeavor to establish as many full-time positions as possible consistent with its business needs.

Full-time hours will be evaluated every eight (8) consecutive weeks. If an employee chooses not to maintain an average of thirty (30) hours or more per week over eight (8) consecutive weeks, he will receive written notification from the Employer in the ninth (9<sup>th</sup>) week of a lapse in full time status. Upon receipt of the written notification, the employee shall have the option to contact their manager to seek restoration of hours. If the management is able to restore full time hours in a manner consistent with seniority and job bidding provisions outlined in this Agreement, and the employee maintains full-time hours for the following eight (8) consecutive week period, their benefits or contributions to the Fund shall not be canceled.

If an employee chooses to give up full time status, COBRA rights will apply. If said employee later chooses to return to full time status, they must wait ninety (90) days following the

resumption of fulltime status for reinstatement of benefits. For contributions to the Fund, the waiting period specified in Article 15 will apply.

Involuntary hours reductions or temporary layoffs shall not count against an employee's full-time status for purposes of benefit eligibility.

For employees regularly working four (4) days, ten (10) hours per day schedules, payment of benefits shall be ten (10) hours per day.

#### **10.4 Overtime:**

**Over Forty (40) Hours in Payroll Week:** Employees will be paid one and one-half (1½) times their regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one payroll week.

**Daily Premium Pay:** Employees shall receive premium pay of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day or over ten (10) hours per day, if regularly scheduled for ten (10) hours.

(a) **Assignment:** Employees shall be expected to work overtime when requested. When there are more employees in the classifications than are needed for the overtime work, the Employer will offer work in the classification by seniority. If there are insufficient volunteers, the Employer may require employees in the classification to work in reverse seniority order. Notwithstanding the above, the Employer may skip one or more employees to avoid overtime.

(b) **Notification:** Unforeseen flight schedules or arrivals may affect the Employer's ability to provide advance notice of overtime. Employees working overtime shall be permitted to make necessary notification to their homes and families.

(c) **Authorization:** No employee shall work overtime unless such overtime work has been authorized in advance by their supervisor. Overtime shall be verified in writing by the supervisor on the employee's time record.

(d) **No Pyramiding:** There shall be no pyramiding of overtime or premium pay under the terms of this Agreement and under no circumstances will more than one (1) basis of calculating overtime or premium pay be used for the same hours.

(e) If employees in an outlet have worked overtime during the week and the Employer in its sole discretion determines that employees in the same outlet and classification need to be released due to a lack of work, employees in that classification and outlet will first be offered the opportunity to leave. If there are insufficient volunteers, employees will be released for the shift by reverse classification seniority within that concept.

#### **10.5 Breaks:**

Employees shall receive a fifteen (15) minute paid break period for every four (4) hours worked. Employees working six (6) or more hours shall be assigned by the Employer a thirty (30) minute unpaid lunch break at a time that works for the business and

consistent with applicable law. Meal breaks shall generally not be interrupted. If any employee is required to work any portion of the break period, they shall receive their regular rate of pay for the portion of the break period that they worked. Tipped employees will be given a thirty (30) minute unpaid break only if they request from management. Employees are not entitled to any additional breaks.

## **ARTICLE 11** **COMPENSATION**

### **11.1 Wage Rates:**

Employees shall receive wages as set forth in Appendix A.

### **11.2 New Classifications:**

The Employer may establish new classifications with different duties than are covered by existing classifications. The Employer must bargain with the Union to establish a reasonable wage rate for same. If the Employer and the Union are unable to agree on a reasonable wage rate within ten (10) days of the Employer's establishment of the new classification, then the Employer may designate a reasonable wage rate in its sole discretion. The Union may grieve this issue thereafter if it so chooses providing it does so within five (5) calendar days of the Employer providing the Union with written notification of same, or else such grievance is waived for all purposes.

### **11.3 Cross Classification Work:**

The Employer may temporarily transfer employees between classifications in its discretion. In offering such transfers, the Company shall seek the most senior qualified volunteer and, absent a volunteer, may direct the most junior qualified employee to temporarily transfer. With respect to his provision, "qualified" means an employee who is capable of immediately performing the work at a satisfactory level. Qualification shall be determined in the Employer's sole discretion.

An employee required to replace another employee in a higher paid classification shall receive the rate under this Agreement for the higher paid classification for all hours worked in the higher paid classification, provided the employee works one (1) or more hours in the higher paid classification. Employees must clock out at the lower pay rate and clock in at the higher classification pay rate. Employees temporarily transferred to a lower paid classification shall receive his or her regular rate. Employees who are cross training, for development purposes, shall not receive the higher paid rate. Employees working outside of their classification shall be considered "casual" employees and shall have no seniority rights in such classification unless regularly and routinely scheduled for a period of ninety (90) days or more.

### **11.4 Gratuities:**

All tips and gratuities received by an employee shall become the sole property of said employee.

### **11.5 Pay Days and Direct Deposit:**

Employees shall be paid on a bi-weekly basis. As permitted by law, employees may participate in the Employer's direct deposit system. In such cases, employees can print the pay stub and a report showing the balance of all earned benefits.

### **11.6 Paycheck Discrepancies:**

The Employer shall make every effort to resolve any pay discrepancy issues within two (2) business days of the employee reporting such discrepancy.

It is the responsibility of every employee to clock in and out for each shift including breaks. Employees who fail to clock in and out will not be issued a manual check for time missed in the given payroll period. In these cases, once the discrepancy has been reported to the Human Resources Department, the pay adjustment shall be made in the following payroll period.

### **11.7 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.

### **11.8 Reporting Pay:**

Employees who report to work but are not permitted to work or without having been notified that the airport is closed, shall be guaranteed one-half their scheduled hours to a maximum of four (4) hours work or pay in lieu thereof, unless (a) such employee arrives for work in a manner unacceptable to the Employer, (b) if the employee is notified before the start of a shift, or (c) if there is no work due to an Act of God or circumstances over which the Employer has no control. The employee is required to maintain an active phone number on file where notice "not to report" will be given.

### **11.9 Meeting Pay:**

If an employee is required to attend a meeting called by the Employer, such employee shall be paid at their regular straight time rate for such attendance. If the meeting takes place during an employee's regularly scheduled day off or non-work time, such employee will be paid a minimum of two (2) hours or the actual time spent in the meeting, whichever is greater. Employees in tipped classifications will be paid at a rate specified in Appendix "A" attached hereto.

### **11.10 Maintenance of Wages and Benefits:**

No employee shall have their wages, benefits or other working conditions enjoyed by the employee reduced as a result of the signing of this Agreement.

**11.11 Tipped Adjustment Benefit Rate for Servers and Bartenders:**

"Tipped Adjustment Benefit Rate" for Servers and Bartenders shall be defined in Appendix A.

**11.12 Call Off Notification:**

The Company shall be required to notify employees a minimum of two (2) hours in advance of the start time if they are not needed.

**11.13 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, unless the cause of the layoff is beyond the control or knowledge of the Employer.

**ARTICLE 12  
HOLIDAYS**

**12.1 Holidays Observed:**

The Company shall recognize the following as holidays:

- |                            |                  |
|----------------------------|------------------|
| New Year's Day             | Independence Day |
| Martin Luther King Jr. Day | Labor Day        |
| President's Day            | Veteran's Day    |
| Memorial Day               | Thanksgiving Day |
| Juneteenth Day             | Christmas Day    |

**12.2 Holidays Worked:**

Each non-probationary employee covered by this Agreement who works on a recognized holiday shall receive pay for the straight-time hours at the rate of one and one-half (1 ½) times the regular hourly rate of pay.

**12.3 Holiday During Employee's Vacation:**

Holidays occurring during an Employee's vacation shall be paid as Holiday pay in lieu of vacation pay.

**12.4 Rescheduling:**

Employees shall not be rescheduled to defeat the purpose of holiday pay unless by mutual agreement between the Employer and the employee(s).



**ARTICLE 13**  
**PAID TIME OFF (VACATIONS, SICK TIME)**

**13.1 Vacation:**

Vacations shall be credited on a Full-Time employees' anniversary of service according to the following schedule:

<b><u>Years of Service</u></b>	<b><u>Amount of hours of Vacation</u></b>
1 year of service	40 hours
2 – 5 years of service	80 hours
6+ years of service	120 hours

Full-time employees shall be permitted to accumulate and use up to one (1) additional week of vacation time beyond the annual allotment for their years of service. For example, an employee with three (3) years of service may use up to fifteen (15) days' vacation in any given year if they carried over one (1) weeks' vacation from the prior year. To clarify, (1) week is equal to forty (40) hours.

Tipped employees shall be paid the benefit Rate for all vacation days paid.

Vacation may be used in increments of (one) 1 day or more.

Employees who voluntarily terminate employment or are laid off shall receive pay for any unused vacation time. Employees who are involuntarily terminated by the Employer for theft or workplace violence shall not receive pay for unused vacation time.

**13.2 Sick Time:**

All full-time employees who have at least one (1) year of service as of the date of the ratification of this Agreement, shall receive five (5) sick days, or forty (40) hours of sick time per year, credited on January 1st of each year of the Agreement.

All New Hires shall receive sick time hours based on the Month of Hire Date in the schedule below. Thereafter, the New Hire will be credited five (5) days or forty (40) hours of sick time on January 1<sup>st</sup> of the following calendar year.

<b><u>Month of Hire Date</u></b>	<b><u>Hours Upfronted</u></b>
January 1 <sup>st</sup> – January 30 <sup>th</sup>	40 hours
January 31 <sup>st</sup> - March 31 <sup>st</sup>	32 hours
April 1 <sup>st</sup> - June 30 <sup>th</sup>	24 hours
July 31 <sup>st</sup> - September 30 <sup>th</sup>	16 hours
October 31 <sup>st</sup> – December 31 <sup>st</sup>	8 hours

Sick time may only be used in half (1/2) day or more increments. A doctor's note may be required if an employee is absent for more than three (3) scheduled workdays, or in instances where the employer has legitimate reason to suspect abuse.

Any unused sick time will expire on December 31<sup>st</sup> of each year of this Agreement and are not eligible for payout upon separation/termination with the Company.

**ARTICLE 14**  
**LEAVE OF ABSENCES**

**14.1 Family and Medical Leave:**

**A. Family Medical Leave:**

The Employer will grant a leave of absence in accordance with the Federal Family and Medical Leave Act (FMLA) and/or applicable State family leave laws.

**B. Additional Medical Leave:**

With appropriate medical documentation, employees who have completed six (6) months of service and who have exhausted their FMLA leave or are not eligible for FMLA leave, will be granted additional unpaid medical leave for personal serious illness or injury, not to exceed the time limits set forth in Section 15.5, provided that such leave is deemed a necessary reasonable accommodation required under either federal or local law. Employees with more than six (6) months of service but less than one (1) year may be granted leaves up to eight (8) weeks of unpaid medical leave.

**14.2 Pregnancy Leave:**

An employee may avail herself of a pregnancy leave of absence subject to the provisions of applicable State and/or Federal law.

**14.3 Bereavement Leave:**

Any employee who has completed probation shall be granted paid leave of absence to attend a funeral because of death in an employee's immediate family, which for the purpose of this provision shall be defined as spouse, child or stepchild, grandchild, parent, grandparent, current father-in-law or mother-in-law, brother, sister, or domestic partner. Funeral leave shall be limited to three (3) consecutive paid days, except where travel distances exceed 250 miles from the place of employment, in which case the employee shall be granted up to two (2) additional days off without pay to attend the funeral. The Employer may request proper verification. Funeral leave applies only in instances in which the employee attends the funeral or service, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased. Funeral leave is not compensable when the employee is on leave of absence, PTO, bona fide layoff or for days falling outside the employee's regular workweek. Tipped employees shall be paid the Benefit Rate.

**14.4 Jury Duty:**

When an employee covered by this Agreement is summoned for jury duty, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between their jury duty pay and the regular straight time hourly rate for the

regularly scheduled hours of work for up to five (5) workdays in any calendar year, unless applicable state law requires better.

Tipped employees shall be paid the difference between the jury duty pay and the Benefit Rate for up to five (5) workdays in any calendar year, unless applicable state law requires better.

#### **14.5 Personal Leave:**

Employees with one year of service desiring an unpaid leave of absence for personal or family circumstances, or as provided in Section 15.6 below, must first secure written agreement from the Employer. Such leave may be granted at the sole discretion of the Employer and shall not exceed six (6) months.

#### **14.6 Union Leave:**

Leaves of absence without pay or benefits shall be granted to employees for the purpose of accepting employment with the Union, provided that (a) the leave may not exceed six (6) months without the mutual agreement of the Employer, the Union and the employee; (b) only one employee may take such leave at any time and, (c) while their seniority with the Employer will continue to accrue while on this leave, it shall not accrue for PTO entitlement purposes.

The Employer will further provide unpaid leave to employees to attend such convention, meetings, and union functions as the Employer determines its business requirements reasonably allow. The Union will provide the Employer thirty (30) days' notice in each instance.

#### **14.7 Military Leave:**

Military leave shall be treated in accordance with the provisions of applicable Federal and State Law.

#### **14.8 Expected Return Date:**

An employee on leave of absence shall be expected to return to work on or before the "Expected Return Date" set forth in their initial application or any subsequently granted extension. If the employee has been on a Medical, Disability or Workers' Compensation leave, such employee may be required to produce proof, before they return to work, that they are physically able to return to duty. Upon returning to work, the employee shall be restored to their former position and shift (or equivalent shift) in that week's schedule. The employee shall notify the Employer forty-eight (48) hours before returning to work. Failure to return to work at the designated date, time, and location at the end of any authorized leave of absence shall result in loss of seniority rights and shall be deemed a voluntary termination.

The Employer may require employees on medical leave of absence, or returning from medical leave of absence, to be examined by a physician chosen by the Employer, where permitted by applicable law. In such case, the Employer will pay the cost of said examination.

Such examinations shall be limited to an evaluation of the employee for the conditions related to the circumstances requiring the leave.

**14.9 Accrual of Benefits and Seniority:**

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.

**14.10 Working While on Leave:**

With the exception of employment with the Union under Union Leave, employees on an approved leave of absence shall not engage in other gainful replacement employment.

**ARTICLE 15**  
**HEALTH AND WELFARE**

Effective August 1, 2023, the Employer agrees to contribute for each eligible employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged, or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10 am on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement.

Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 2. General Provisions

The Employer agrees to contribute for each eligible employee upon the earlier of: (a) the first of the month following sixty (60) days of continuous employment, or (b) the completion of one thousand and twenty (1,020) hours.

An eligible employee is defined as a full-time employee (those who are regularly scheduled to work thirty (30) or more hours per week).

All employees covered by this Agreement are eligible for contributions to the Fund provided that they meet the above eligibility requirements.

Section 3. Monthly Contributions

Gold Plus Medical – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/23	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/24	\$695.28	\$1,482.85	\$1,159.76	\$2,059.52
1/1/25	To Be Determined			

Silver Plus Medical – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/23	\$553.34	\$1,180.14	\$923.00	\$1,639.09
1/1/24	\$561.64	\$1,197.84	\$936.85	\$1,663.68
1/1/25	To Be Determined			

Dental HMO - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/23	\$15.68	\$38.70	\$37.36	\$53.77
1/1/24	To Be Determined			
1/1/25				

To Be  
Determined

Vision – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/23	\$6.97	\$12.65	\$13.27	\$20.48
1/1/24	\$6.97	\$12.65	\$13.27	\$20.48
1/1/25	To Be Determined			

Effective January 1, 2024, through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary for all of the above-mentioned options, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards. The Employer agrees to pay up to a maximum increase of eight percent (8%) over the previous year's contributions. For an annual contribution rate increase in excess of eight percent (8%) the eligible employee will contribute an amount in excess of eight percent (8%) in addition to their co-premiums. The Employer and the Union agree that the employees' portion of the contribution rates for the lower cost medical option cannot be more than twenty five percent (25%) of the entire premium for single coverage only.

Section 4. Employee Co-premiums

Effective August 1, 2023, Employees shall be eligible for Silver Plus Medical, and Gold Plus Medical single health coverage at a rate of seventeen percent (17%) of the monthly rate. This percentage shall decrease as per the below.

- August 1, 2024, Employee portion shall be fifteen percent (15%) of the monthly rate.
- August 1, 2025, Employee portion shall be thirteen percent (13%) of the monthly rate.
- August 1, 2026, Employee portion shall be ten percent (10%) of the monthly rate.

Eligible employees who elect Dependent Health Care level coverage will pay the difference between what the Employer would pay for single coverage under Silver Plus and Gold Plus Medical and the full cost of any dependent coverage.

Single Dental and Vision will be at a rate of fifty percent (50%) of the monthly rate. Dependent Dental and Vision will cost the difference between what the Employer would pay for single coverage and the full cost of the plan.

The Employer will deduct the amounts listed above of said coverage contributions from employees' paychecks on a bi-weekly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

Section 5. Self-pay Portal

The following shall apply to a consistent group of employees working in the Server and Bartender classifications (“Self-pay Employees”). A list of the Self-pay Employees shall be provided to the Fund prior to July 1, 2023.

Effective August 1, 2023, Self-pay Employees will self-pay directly to the Fund by the 15th of the month preceding the month of coverage (or such other date as specified by the Fund), and the Employer will contribute directly to the Fund its portion of the monthly cost, if any, as prescribed in previous Sections of this agreement.

The parties agree that it is the Employer’s responsibility to provide the Fund with advanced notice of any changes to the list of Self-pay Employees. The parties understand that if the Employer fails to provide the Fund with advanced notice of a new Self-pay Employee, it is the Employer’s obligation to submit the full amount of the premium for that Self-pay Employee for that month.

Section 6. Enrollment

The Employer and the Union will hold an initial open enrollment and benefits engagement event on the Employer’s premises within the Fund-specified enrollment period.

For employees hired after the effective date of this agreement, or who become eligible to enroll in the FSP II after the effective date of this agreement, the Employer shall make available a computer for employees to use during such employee’s enrollment period to electronically enroll in FSP II.

**ARTICLE 16**  
**401K PLAN**

Employer will continue to offer its current 401k plan. Should there be a reduction in Employer matching contributions during the term of this agreement, the Employer shall provide the Union with at least thirty (30) days advance notice of the change and the Parties agree to renegotiate said matching contributions for the 401k plan.

**ARTICLE 17**  
**UNIFORMS**

**17.1 Uniform Alteration:**

The Employer shall make arrangements and pay for all uniform alterations it deems necessary. No alterations by the employee will be permitted.

Employer shall furnish uniforms to its employees as follows: three (3) tops uniforms, one (1) uniform hat or visor, and one (1) name tag (if applicable). Each uniform or part thereof must be returned upon twenty-four (24) hours of termination. In the event such uniforms are not returned, the cost of any item of the uniform will be deducted from the employee's final paycheck. The Employer agrees to replace uniforms once a year for normal wear and

tear at no cost. Any other replacement uniform items will be deducted from the employee's paycheck.

**ARTICLE 18**  
**MEALS**

Employees scheduled to work six (6) hours or more shall be given a thirty (30) minute unpaid break period and shall be entitled to a meal allowance of up to twelve dollars (\$12.00) per day which they may use toward purchasing a meal from any Areas location (excluding Cook and the Ox) in the Airport. The allowance is provided only once per day and may not be used at more than one location. All employees will be entitled to fountain beverages, coffee, and tea (except bottled teas) at no cost to the employee during their shift. All bottled beverages such as sports drinks, bottled juices, bottled teas, and bottled water will be available at full menu price and subject to the stipend. Beer, wine, liquor, or any beverage containing alcohol may not be purchased or consumed at any time. The meal must be consumed during their unpaid break in accordance with the Company's Meal Policy. An employee's unpaid break shall generally not be interrupted. If any employee is required to work any portion of the break period, they shall receive their regular rate of pay for the entire break period.

Employees must have their selected item(s) with them at the time of purchase; items must be paid for prior to consumption; associates are not permitted to portion, price, ring up, or bag their own purchases; associates must retain their receipt until the end of their scheduled shift; receipts are subject to inspection by management at any time during the employee's shift; associates will be required to clock in and out for meal periods; and associates must consume their meals in approved areas.

The meal allowance rate shall increase per the following.

- July 1, 2024, twelve dollars and fifty cents (\$12.50)
- July 1, 2025, Thirteen dollars (\$13.00)
- July 1, 2026, Thirteen dollars and fifty cents (\$13.50)

**ARTICLE 19**  
**ALCOHOL AND DRUG ABUSE POLICY**

**19.1 Recognition:**

The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its clients, customers, and employees. Work for the Employer must be performed by employees who do not use illegal drugs or misuse alcohol. Drugs are defined as any narcotics, depressants, stimulants, dangerous drugs, or hallucinogenic drugs considered dangerous by the U.S. Dept. of Justice, Bureau of Narcotics and Dangerous Drugs. Employee's prescription drugs are exempt, so long as such drugs are taken as prescribed by their doctor.



**19.2 Adoption of Policy:**

The Employer may adopt a policy permitting testing for drug and/or alcohol use for probable cause, or as required by its clients and other third parties having jurisdiction over the facility or by applicable law.

**ARTICLE 20**  
**SUCCESSORSHIP**

**20.1 Change of Ownership:**

In the event that the Employer sells or assigns its business, or in the event that there is a change in the form of ownership, the Employer shall notify the Union as soon as practical in writing and shall make all payments which are then due or which shall be due as of the date of transfer of the business for wages, vacation and/or health and welfare for Employees. The Employer shall use its best efforts to secure a meeting between the Union and the new owner.

**20.2 Binding on Successors:**

This Agreement shall be binding upon the successors and assigns of the parties hereto. No provisions, terms or obligations herein contained shall be affected, altered, or changed in any respect whatsoever by the consolidation, merger, transfer or assignment of the Employer's interest, or any part thereof, in any establishment covered by this Agreement.

**ARTICLE 21**  
**TECHNOLOGICAL CHANGES AND AUTOMATION**

The Parties recognize that improvement[s] in performance and operational methods are critical to realizing operational and efficiency objectives and affirm that technological advances will be encouraged. Accordingly, Employer may in its discretion, install or remove equipment or make new technological improvements, including by automating its business operations, and Union and its members will seek to assist in the development and utilization of any such technology and machinery ("New Technology").

Technological change includes but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), or software that replace or materially change the type or manner of work performed by bargaining unit employees in the Employer's operation.

In the event that the Company implements New Technology or machinery that materially changes the type or manner of work performed by bargaining unit employees or displacements, the Company and Union agree to meet and bargain over such impacts.

**ARTICLE 22**  
**NO STRIKE/NO LOCKOUT**

This Agreement establishes a collective bargaining relationship and equitable procedures for the peaceful resolution of any disputes that may arise. Accordingly, it is

agreed that during the term of this Agreement neither the Employer nor the Union (or its affiliates) nor the employees covered under this Agreement, will engage in, sanction, or authorize any job action of any kind, whether it takes the form of strikes, lockouts, slowdowns, picketing, boycotts, sympathy strikes, or any other interference with the operation of the Employer, whether such action is attributable to a dispute over existing contract rights, a dispute involving another unit of the Employer, another employer or Union, or any other reason.

If an employee or group of employees act in manners that are contrary to the purpose of the aforementioned, the Union will immediately notify the employees that the activity is in violation of this agreement.

## **ARTICLE 23** **SECURITY**

### **23.1 Employment Suitability:**

The Union understands that the Employer is subject to direction from their clients and other third parties with jurisdiction over the facility regarding background checks, pre- and post-employment drug testing, etc. If a governmental agency such as the Transportation Security Administration determines that an employee of the Employer is unacceptable, the Employer has no recourse but to terminate their employment.

### **23.2 Inspections and Lockers:**

Lockers (if any), employee handbags, and employee carry bags and related items may be subject to inspection. Whenever possible, a steward will be present at the time of inspection. Neither this provision, nor any other herein, shall be read to require the Employer to provide lockers to employees.

### **23.3 Parking:**

The Employer shall pay the full cost of Employer approved parking for all employees who work at least one hundred twenty (120) hours per month. For all other employees, the employer shall pay fifty percent (50%) of the cost of parking and any remaining costs shall be borne in full by the Employee.

## **ARTICLE 24** **HEALTH AND SAFETY**

The Employer shall provide a healthy and safe working environment. The Employer shall have the right to implement reasonable health and safety rules, including but not limited to, masking, temperature checks, COVID and other virus-related safety measures, food safety, security, and general safety rules and processes.

**ARTICLE 25**  
**SEPARABILITY AND SAVINGS**

**25.1**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**25.2**

The parties agree to meet promptly to discuss the impact of the affected contract provision and to create a new provision as may be needed. Such discussions shall not "open" the Agreement during its term.

**ARTICLE 26**  
**TERM OF THE AGREEMENT**

This Agreement shall become effective on May 11, 2023, and shall remain in full force and effect through and including December 31st, 2026. This Agreement shall continue from year to year thereafter unless either party gives written notice with proof of receipt to the other party, to be received no more than ninety (90) days nor less than sixty (60) days prior to initial expiration or any yearly anniversary date thereafter, of intention to reopen or modify this Agreement. This Agreement may only be amended, supplemented, rescinded, or otherwise altered by mutual agreement in writing between the Employer and the Union.

This Agreement supersedes all prior agreements and understandings, oral or written, expressed or implied, among the Employer, Union and employees covered by this Agreement and shall be the sole source of any and all rights or claims which may be asserted pursuant to the grievance procedure set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto executed and signed this Agreement as of May 25, 2023.

**AREAS AERO MSP JV, LLC**

**UNITE HERE UNION LOCAL 17**

By: Clint Westbrook  
Clint Westbrook (May 25, 2023 10:26 EDT)

By: Christa Sarrack

Its: COO

Its: President

**APPENDIX "A"  
WAGES:**

**New Hire Rates**

Classification	Ratification	6/1/23	1/1/24	6/1/24	1/1/25	6/1/25	1/1/26	6/1/26	
Bartender	MAC Minimum Wage								
Server	MAC Minimum Wage								
Full-Service Cook (Cook and Ox)	\$22.00	\$22.20	\$22.45	\$22.65	\$22.90	\$23.10	\$23.35	\$23.55	
Cook 1 (Main Line Cook)	\$21.00	\$21.20	\$21.45	\$21.65	\$21.90	\$22.10	\$22.35	\$22.55	
Cook 2 (Prep Cook)	\$18.00	\$18.20	\$18.45	\$18.65	\$18.90	\$19.10	\$19.35	\$19.55	
Wok Cook	\$20.00	\$20.20	\$20.45	\$20.65	\$20.90	\$21.10	\$21.35	\$21.55	
FFA	\$19.00	\$19.20	\$19.45	\$19.65	\$19.90	\$20.10	\$20.35	\$20.55	
Utility	\$18.00	\$18.20	\$18.45	\$18.65	\$18.90	\$19.10	\$19.35	\$19.55	
Host	\$19.00	\$19.20	\$19.45	\$19.65	\$19.90	\$20.10	\$20.35	\$20.55	
Barista	\$19.00	\$19.20	\$19.45	\$19.65	\$19.90	\$20.10	\$20.35	\$20.55	
Warehouse	\$18.00	\$18.20	\$18.45	\$18.65	\$18.90	\$19.10	\$19.35	\$19.55	

**Rates after 1 Year of Service**

Classification	Ratification	6/1/23	1/1/24	6/1/24	1/1/25	6/1/25	1/1/26	6/1/26	
Bartender	MAC Minimum Wage								
Server	MAC Minimum Wage								
Full-Service Cook (Cook and Ox)	\$22.15	\$22.40	\$22.60	\$22.85	\$23.10	\$23.35	\$23.60	\$23.85	
Cook 1 (Main Line Cook)	\$21.15	\$21.40	\$21.70	\$21.95	\$22.20	\$22.45	\$22.70	\$22.95	
Cook 2 (Prep Cook)	\$18.15	\$18.40	\$18.70	\$18.95	\$19.20	\$19.45	\$19.70	\$19.95	
Wok Cook	\$20.15	\$20.40	\$20.70	\$20.95	\$21.20	\$21.45	\$21.70	\$21.95	
FFA	\$19.30	\$19.55	\$19.85	\$20.10	\$20.35	\$20.60	\$20.85	\$21.10	
Utility	\$18.15	\$18.40	\$18.70	\$18.95	\$19.20	\$19.45	\$19.70	\$19.95	
Host	\$19.15	\$19.40	\$19.70	\$19.95	\$20.20	\$20.60	\$20.85	\$21.10	
Barista	\$19.30	\$19.55	\$19.85	\$20.10	\$20.35	\$20.60	\$20.85	\$21.10	
Warehouse	\$18.15	\$18.40	\$18.70	\$18.95	\$19.20	\$19.45	\$19.70	\$19.95	

Minimum Wage compliance:

The parties agree that the wages covered in the wage chart in Appendix A are intended to comply with the applicable minimum wage. Should the applicable minimum wage ever exceed the rates set forth in Appendix "A", then the employee shall be entitled to the higher of the minimum wage or the wage set forth in Appendix "A" but not both.

Benefit Rate

2022	MMW
2023	MMW + 5%
2024	MMW + 7.5%
2025	MMW + 10%