

MASTER NATIONAL AGREEMENT

BETWEEN

DELAWARE NORTH - TRAVEL HOSPITALITY  
SERVICES

AND

UNITE HERE Effective August 1, 2024, through July 31,  
2028

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## AGREEMENT

THIS AGREEMENT, made this November 21<sup>st</sup>, 2024, by and between DELAWARE NORTH - TRAVEL HOSPITALITY SERVICES (hereinafter referred to as the "Company") and UNITE HERE, (hereinafter referred to as the "Union"). [See also attached Appendix A and B, Exhibits A, B, C, D and E, and Side Letters 1, 2, 3 AND 4].

### ARTICLE 1: RECOGNITION & SUCCESSORSHIP

- A. The Employer recognizes UNITE HERE as the sole and exclusive collective bargaining representative for all employees employed by the Employer in the nationwide unit currently represented by UNITE HERE, excluding supervisors, guards, management employees, and office clerical employees as defined by the National Labor Relations Act (Appendix A).
- B. This Master National Agreement (hereinafter MNA) establishes procedures for the necessary changes in terms of employment and the settlement of disputes, and shall remain in effect for its duration, unless otherwise changed or terminated by agreement between the Company and the Union, and shall be for the benefit of and binding upon the parties and their subsidiaries, locals, successors and assigns, and upon the individual employees concerned. In the event the Company shall be sold as a going concern, it shall be a condition of any such sale by the Company, and shall be provided in the contract of sale, that the purchaser: (1) Assume, as of the date of purchase, the Master National Agreement as amended herein between UNITE HERE and Delaware North – Travel Hospitality Services; (2) hire all Delaware North - Travel Hospitality Services' employees represented by UNITE HERE; and, (3) recognize UNITE HERE as the duly-designated representative of those employees. If any provision or provisions of this Agreement should for any reason become unenforceable at any time in the future, and the parties are unable to agree upon a substitute, the matter shall be submitted to arbitration under the provisions of Article 7 -Arbitration of this Agreement.
- C. The Company shall not enter into any agreement with employees that conflict with the terms of this Agreement and the Supplements attached hereto. The Union and the Company recognize that all employees in the hospitality industry are professional, deserving of the highest respect. Accordingly, the employees, the Union and the Company 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 our mutual respect for one another.
- D. Definitions:
- Calendar year – January 1 to December 31 of each year.
  - Contract year – August 1 to July 31 of each year.
- E. Orientation: In those locations where the Company regularly schedules orientation sessions, the Union shall be notified with at least 5 days advance notice of such meetings, including time and location and shall be afforded the right to meet with all new hires for a



minimum of thirty (30) minutes during the orientation. If the employer does not provide advance notice or makes last minute changes that do not allow for the Union to be present, the employer shall provide a make-up orientation within the first thirty (30) days of employment. The Union shall be provided with the names, classifications, addresses and hire dates of all new bargaining employees prior to the orientation, on forms provided by the Union. (See Exhibits A and B.)

F. In locations where orientation sessions are not regularly scheduled, the Union shall be provided with the above referenced information card within five (5) days of the first shift worked by the new employee.

G. The Union and Company shall negotiate a new Local Rider for new units won by the company upon recognition. The expiration of these Local Riders shall match the expiration date of this agreement.

## ARTICLE 2: UNION SECURITY

- A. The Company shall not encourage nor discourage membership in the Union, nor offer inducement not to join the Union. The Company shall advise employees of the existence of the collective bargaining agreement. Except where prohibited by state law, on the thirty first (31st) calendar day following (a) the beginning of employment with the Company or (b) the effective date of this agreement, whichever is later, all employees covered by this - agreement shall, as a condition of continued employment, become members of the Union, and shall maintain membership in the Union so long as this agreement remains in effect, provided that this condition of employment shall not apply to an employee to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to any employee to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. Membership in the Union only means the payment of uniform dues and initiation fees. Deductions may be made weekly or monthly in a worksite.
- B. The Company will deduct from the wages of any employee furnishing an assignment which conforms to applicable law the periodic dues and initiation fees (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the appropriate local union and remit said dues to said local union. To the extent practicable, any error in the check-off shall be corrected in the next pay period. This report shall be sent in Excel format via email or secured FTP site.
- C. The Union will hold harmless, defend and indemnify the Company and its employees with respect to any and all claims, liabilities, costs and expenses (including attorneys' fees) arising out of or in connection with this Article II or any action taken under it at the request of the Union, provided that the Union shall have the right to defend against all such claims and that no settlement thereof shall be made without the prior written agreement of the Union.

- D. The Company shall provide the respective local unions with up to date seniority lists quarterly or as requested. These lists must contain the names and last known addresses of employees, their classifications, their wage rates, social security numbers, and job classification seniority dates. The Company shall provide changes in said seniority lists (new hires and terminations) once a week.
- E. To the extent not contrary to law, the Employer shall provide new employees with dues check off authorization cards for execution by such employees on a voluntary basis at the time such employees execute the appropriate tax withholding forms. The Employer shall check off the monies so authorized in the first paycheck issued following the Employer's receipt of such authorization from the employee or the Union.
- F. No later than the tenth day of each month, the employer shall submit one check for the previous month's dues deductions together with one list of all bargaining unit employees, showing their names, their social security numbers, their dates of hire, hours worked, the total amount deducted from each employee each month, and the reason if no deduction was made. The employer shall deposit the list in an electronic format approved by the Union on the Union's FTP site.
- G. Each month together with the check and the bargaining unit list described above, the employer will provide three additional lists: first a list of the previous month's hires showing name, social security number, address, date of hire, hourly wage, number of hours worked, job classification seniority date, name of department / outlet and terminal; second, a list of the previous month's terminations, including name, social security number and date of termination; third, a list of employees on leave of absence, showing the name, social security number date the leave began, date of expected return to work and type of leave.

### ARTICLE 3: NON-DISCRIMINATION

- A. In accordance with applicable laws, there shall be no discrimination against any employee with respect to compensation, terms, conditions, privileges of or opportunities for employment because of race, color, religion, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency, where not substantially job-related), marital status, or any other basis prohibited by law.
- B. Employee Bill of Rights:
  - a. Discipline shall not be given unless and until employees have been counseled, coached and/or retrained as the case may be regarding the incidents for which the discipline is being contemplated. It is understood that this shall not apply in situations involving serious violations of company policy or unacceptable conduct such as theft, physical altercations, use of drugs or alcohol on premises etc.

- b. In the event of discipline is issues, it shall only be issued in a meeting in a confidential setting.
- c. In the event of counseling, coaching, retraining or issuance of discipline, an employee shall have the right to have a translator present at their request.
- d. It is understood that the Company provides and will continue to provide training for current and future management and supervisory personnel in areas of management skills, communication, motivational skills and employee relations. The Company agrees to provide the Union with the listing of required training.
- e. The Union may develop and provide a survey for employees to rate their manager on their managerial skills.
- f. The Company agrees to meet with the Union, upon request, to discuss the results of the survey.

### C. Sexual and other Forms of Harassment

Harassment will not be tolerated. Harassment for the purpose of this article includes but is not limited to, abusive or threatening language, conduct creating a hostile work environment, and sexual harassment.

Sexual harassment is also considered a form of sexual discrimination. No employee shall be subject to sexual harassment in the workplace. This shall include sexual harassment because of a person's sexual/gender preference, identity, or expression.

In this spirit a statement of policy and commitment to this principle will prevail in all work areas. The Employer will take all reasonable steps to eliminate sexual harassment from the workplace whether from supervisors, employees, or customers, including scheduling once every two years, and during new hire orientations a mandatory training and awareness program regarding sexual harassment, which complies with all applicable local, state, and federal laws. The Union will partner with the Employer in identifying ways it may assist the Employer in providing training for non-management associates which may include providing space and online access for any online training. Attendance at such training shall be on compensable time.

## ARTICLE 4: MANAGEMENT RIGHTS

- A. Except as provided in this agreement, including supplements thereto, the Company shall have the sole and exclusive right to manage and operate its business and direct its working force. Subject to the terms of this and applicable local agreements incorporated herein as supplements, the Company's rights shall include, but are not limited to, the unrestricted right (a) to maintain discipline and efficiency, (b) to establish and maintain reasonable work rules, procedures, standards and methods, (c) to determine job classifications, (d) to assign employees to duties in any of the various job classifications, (e) to require employees to work overtime as set forth in Article 9, Section D, for operational reasons as determined by the Company; and (f) drug test for cause and/or job-related accidents.

- B. The Union recognizes a continuing obligation to cooperate fully in making available the benefits of technological progress and change to the operations of the Company and its customers. The Union also recognizes the Company's need to provide first-rate service and a quality product to their customers.
- C. The rates of pay and benefits provided for in this agreement are minimum rates. The Company shall have a right to increase wages for merit and shall notify the Union of such merit increases. There shall be no reduction of fringe benefits as defined in this agreement. Any increase in benefits shall be negotiated with the Union.
- D. In the event the Company creates a new job classification, the Company will negotiate with the Union on the applicable rate for such job.
- E. The Employer will notify, via email, the Designee and the Local Union Representative of new or modified reasonable work rules.

#### ARTICLE 5: DISCHARGE & DISCIPLINE

- A. For the first ninety (90) calendar days of employment, employees shall be probationary and may be dismissed by the company without recourse to the grievance and arbitration procedure. Thereafter, employees shall not be disciplined or dismissed without just cause.
- B. Discipline shall normally be in the following form:
  - 1. Verbal warning
  - 2. Written warning
  - 3. Suspension and/or final warning
  - 4. Discharge
- C. Provided, however, the progressive disciplines set forth above need not be followed for a serious violation of the Employer's rules. All discharges will be preceded by a non-disciplinary suspension (investigatory) during which an investigation of the incident or incidents leading the discharge will be conducted. Employees shall have the right to union representation during any meeting which may lead to discipline.
- D. Among the just causes for discipline or dismissal are the following:
  - 1. Drinking, being under the influence of alcoholic beverages or illegal drugs or having personal possession of alcoholic beverages or illegal drugs during working time or on Company premises.
  - 2. Insubordination.
  - 3. Dishonesty or theft.
  - 4. Fighting on the premises.
  - 5. Violation of any published house rule or common accepted employment regulation.
  - 6. Insolence or lack of courtesy to the Company, or any supervisor, guest or customer.
  - 7. Failure to perform the services required by the position held by the employee.
  - 8. Failure to maintain reasonable standards of personal appearance, sanitation and cleanliness required by the Company.

9. Inefficiency.
  10. Any physical conditions which endanger the health of a guest, fellow employee or of the employee himself/herself.
  11. Failure to report to work, except in the case of established illness, which must be verified by a medical certificate or satisfactory evidence.
  12. Damage to or loss of the property or equipment of the Company or any of its customers.
  13. Excessive absenteeism.
  14. Violation of Article 3 of this Agreement.
- E. The parties acknowledge that the list of offenses subject to disciplinary action or discharge set forth above is not all inclusive.
- F. No employee shall be discharged or otherwise disciplined for Union activity not in violation of law or this Agreement, or for reporting any violation of this Agreement.
- G. A copy of any disciplinary action shall be sent to the Local Union.
- H. Any written reprimand shall not be used in the progressive discipline process after twelve (12) months.
- I. Posting of Rules - All rules shall be provided to employees and shall be posted in a conspicuous location in the workplace. The Employer's rules shall not conflict with this agreement.
- J. Personnel Files - The Employer shall at reasonable times and at reasonable intervals, upon the request of the employee, permit employees to inspect his/her personnel file on his/her own time. (See Exhibit C)
- K. Shoppers reports:
1. Employees shall be informed during their training of the Company's use of shoppers. Employees shall also be informed of these rules with regard to the use of shoppers and or shoppers' reports. The company shall issue a copy of these rules to new employees in their new hire packets and shall post these rules prominently.
  2. Shoppers shall provide factual reports of their observations of customer service situations and cash handling transactions. Shoppers shall not use methods which would intimidate or confuse employees. The Company 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.
  3. Employees shall be shown copies of any shopper reports which are retained in employee's personnel file.

4. When the shopper reports are used for disciplinary purposes, the Company shall provide copies of the reports to the employee. The Company shall supply a copy of such report to the Union upon request. The Company shall supply a copy of such report to the Union. Shoppers do not take notes during observation. Any information provided by the secret shopper to the Company that results in discipline will be provided to the Union upon request.
  5. The Company shall inform the employee as soon as possible, but in no event, later than seven (7) days (excluding Saturday, Sunday, and holidays) after the shopper's report of any irregularity in a shopper's report that may result in disciplinary action.
  6. Discipline resulting from shopper reports for quality of customer services issues that are subjective in nature, such as perceived friendliness, smiling, issues related to staffing levels such as promptness of service, etc. shall always be progressive in nature and follow coaching, counseling or retraining options.
- L. Cash Handling: Any employee who handles cash and does not work out of a cash register shall be given a "read out" of all sales prior to counting out their banks and doing their "drop" at the end of their shift.

Any employee in charge of a cash bank may count down their bank at the end of the shift with another employee wherever possible. Any employee who does a cash drop will be given an employee detail report.

Cash handling disciplines shall be on a separate track from other discipline.

- M. Attendance Policy: Any days of absence accompanied by a Doctor's note shall not be counted towards discipline in any attendance policy, neither shall use of paid sick days. Where a pattern of abuse is identified by the Company, the Company will notify the employee and the Union and commence progressive discipline. The Company agrees that an Employee shall not be disciplined for being tardy if he or she clocks into the appropriate unit within ten (10) minutes of the scheduled starting time.

Attendance disciplines shall be on a separate track from other disciplines.

- N. Disciplinary notices shall be issued with 7 days of the occurrence causing the discipline. No employee shall be on "investigative" suspension for more than 5 days, the employer may extend the suspension up to 5 additional days for extenuating circumstances.

## ARTICLE 6: GRIEVANCE PROCEDURE

- A. Any grievance or dispute involving an interpretation or application of this Agreement may be submitted by an employee, the Union or the Company.
- B. In the case of grievances submitted by an employee or the Union, the following procedure shall be followed:

1. Step 1: The grievance must be brought to the attention of Management within ten (10) calendar days of knowledge of the incident giving rise to the grievance. The manager on duty shall not refuse a request for a Step 1 meeting provided that such a meeting does not interfere with the efficiency of the operation. Request for a meeting shall not be unreasonably denied.
  2. Step 2: The Business Representative of the Local Union shall file the initial grievance in writing with the particular location's General Manager within twenty-one (21) calendar days after the Union or the employee affected becomes aware of the conditions giving rise to the grievance. A Step 2 meeting shall be held within fourteen (14) calendar days after the grievance is submitted at Step 2. The location's General Manager shall respond in writing to the Business Representative of the Local Union within fourteen (14) calendar days after the grievance is submitted at Step 2 or within seven (7) calendar days of the Step 2 meeting, whichever is later.
  3. Step 3: If the grievance is not satisfactorily settled in Step 2, the International Union may appeal it to the Company's Vice President of Labor Relations or Designee within twenty-one (21) calendar days of receipt of the answer in Step 2. A Step 3 fact-finding hearing shall be held at the request of either party on the second Monday of the month following the case being moved to 3rd Step. The Vice President of Labor Relations or his/her Designee will respond in writing within ten (10) calendar days after a fact-finding hearing. Upon request, the Company and the Union will provide all requested information in advance of the hearing and will provide all evidence to be presented at the hearing prior to the hearing if possible. The Parties may mutually request mediation before arbitration as provided in Article XI 3.
  4. If the grievance is not then settled, the International Union or Company may submit the grievance to final and binding arbitration within twenty-one (21) calendar days.
- C. In the case of grievances submitted by the Company, the grievance may be submitted directly to the International Union by the Company's Director of Labor Relations. The International Union will respond within thirty (30) calendar days, after which the Company may submit the grievance to final and binding arbitration within twenty-one (21) calendar days.
- D. Mediation: In the event a resolution is not reached at Step 3 in Article 6, then the grievance may be submitted to mediation upon the written request of one party within seven (7) days, excluding weekends and holidays, of the Step 3 response under Article 6. Both parties must agree in writing in order for a grievance to be mediated under this Section. In the event the Employer and the Union do not agree upon a mediator within seven (7) days, excluding weekends and holidays, of the agreement to mediate, the party requesting mediation shall request from the Federal Mediation and Conciliation Service (FMCS) an assigned arbitrator. The mediator shall agree to hear the case within fourteen (14) days of his or her assignment. The mediator shall announce a suggest settlement at the conclusion of the mediation hearing. If the party initiating the grievance fails to notify

the other of its intention to pursue said grievance to arbitration within fourteen (14) days, excluding weekends and holidays, after the mediation hearing, then the grievance shall be considered abandoned.

#### ARTICLE 7: ARBITRATION

- A. If the Grievance cannot be satisfactorily adjusted at Step Three, the matter may be referred by the International or the Labor Relations VP for THS, for final decision and determination to an impartial arbitrator. Every demand for arbitration shall be submitted for final and binding adjudication by an arbitrator selected exclusively from the parties' Permanent Arbitrator Panel ("PAP"). The PAP shall consist of a pool of six arbitrators comprised of three nominees from each party. All designees must be arbitrators registered and in good standing with the American Arbitration Association's National Academy Panel of Arbitrators. In the event a PAP position becomes vacant the party from whose list the vacancy originated shall nominate and appoint a permanent replacement. Upon the timely filing of a demand for arbitration, an arbitrator shall be selected within five calendar days by the parties alternately striking names from the PAP list after first removing the name of the last arbitrator to have heard and decided a case. The union shall always make the first strike from the list. The Arbitrators are named in Appendix B.
- B. The arbitrator selected through the above request for arbitration filing process shall hold a hearing promptly and shall issue a written decision not later than thirty (30) calendar days from date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be bound and governed by the provisions of this Agreement and the arbitrator shall be limited to the interpretation of the terms set forth in the Agreement. The arbitrator may enter an ex-parte default award. Both parties agree that a judgement may be entered enforcing any award as above in the United States District Court having jurisdiction over the status of the principal office the Employer.
- C. The Arbitrator shall have no power to add, subtract from or modify any terms of the Agreement.
- D. Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred including but not limited to the presentation of witnesses shall be paid by the party incurring same.
- E. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of an interpretation or application of the terms of this Agreement. In reaching his decision, the arbitrator shall have no authority to add to, subtract from or modify in any way any of the provisions of this Agreement.
- F. The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees.



G. Awards or settlements of grievances shall in no event be made retroactive beyond the day on which the employee knew or should have known of the occurrence giving rise to the grievance. All claims for back wages shall be limited to the amount agreed to by the Company and Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved employee(s) may have received from any source during the period for which back pay is claimed. Employees who have been discharged or suspended shall have a duty to seek work so as to mitigate claims for back wages.

H. Expedited Arbitration: Any grievance of an employee termination may be expedited by the union following the Step 2 answer. It will be scheduled for the first available date offered by the selected arbitrator and where the parties are available but no later than sixty (60) days after the initial offering of dates. The arbitrator will conduct the hearing without transcript, and the parties will present not using outside counsel, and all post-witness argument orally and without written briefs. The arbitrator will issue a determination within seven (7) days of the close of the hearing.

#### ARTICLE 8: NO STRIKE NO LOCKOUT

A. This Master National Agreement establishes a collective bargaining relationship and equitable procedures for the peaceful resolution of any disputes which may arise. Accordingly, it is agreed that during the term of this Agreement neither the Company nor the International, its Locals or the employees involved, will engage in any job action, whether it takes the form of strikes, lockouts, slowdowns, picketing, boycotts, or any other interference with smooth operations, and whether such action is attributable to a dispute over existing contract rights or to a dispute involving another unit of the Company, another employer or Union, except as provided herein below.

B. This Master National Agreement provides for the negotiation of wage rates applicable to a particular location in individual Local Riders. It is expressly understood and agreed that if the parties are unable to reach agreement upon a new Local Rider in a particular location; either party may suspend the restrictions set forth in Paragraph A above giving the other party seven (7) days advance written notice of impasse. After passage of the seven (7) days, either party has the right to take economic action at that location until agreement is reached.

C. In the event that any Local of the International Union engages in any action in violation of this Article, the International Union shall order said Local Union to cease and desist from said action immediately, and in good faith shall use its best efforts, to the full extent of its power under the Constitution, to bring such unlawful action to a stop. Should the International Union carry out said obligation, but the violation of this Article nonetheless continues, the International Union only shall be relieved of liability.

#### ARTICLE 9: SENIORITY

- A. Definition: Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation. Seniority shall be established by working a regularly scheduled shift in the classification and employees shall not accrue seniority in a classification for which they work on an intermittent basis. Companywide seniority shall be acknowledged for employees moving from one unit to another or one classification to another for all purposes except scheduling. Employees moving into a new classification or unit shall be at the bottom of the list for purposes of scheduling.
- B. The Company shall have the right to reduce the size of the work forces from time to time, but no employee shall be laid off because of lack of work or suffer a reduction in hours so long as a junior employee who performs work in the same classification at the same location is not laid off or suffers a reduction in hours. A non-probationary employee who is laid off and remains qualified will be recalled if the position becomes open within twenty-four (24) months after he/she was laid off and there are no more senior employees in the same status. The laid-off employee must advise the Company within forty-eight (48) hours after notice of recall is received at his/her address in the Company's records that he/she will return to work within one (1) week of advising the Company of his/her desire to return to work or his/her right to return will be forfeited.
- C. In the event of layoff, any employee subject to layoff may exercise Company seniority in order to return to a previously held job classification. In such a case, the employee to be laid off shall fill the position of the junior employee in the classification until the next shift bid at which time that employee may exercise his/her total job classification seniority in that job classification to bid on available schedules of work.
- D. If an employee transfers from one airport to another airport, that employee shall maintain his/her total Company seniority for benefit purposes. He/she shall become the junior employee in the job classification being hired into and shall be paid the effective rate for that job classification.
- E. Company seniority shall govern in the selection of vacations, within each classification, subject to operational business needs. Job classification seniority shall govern in the choice (if available) of not working on paid and non-paid holidays, within each classification and in the choice of leaving work early, if the opportunity arises, within each classification.
- F. An entire shift bid will occur as a result of shift changes due to operational needs, changes in airline schedules or special scheduling needs affecting an entire department. The Company shall bid the entire shift within a classification at least twice per year, or more than twice per year. Where bidding will exceed that which is stipulated in this article, the Company agrees to meet with union leadership and develop a process that works for the parties to this labor agreement.
- G. Available schedules of work will be posted for bid at least seven (7) calendar days prior to the change. Employees will have four (4) calendar days to submit a bid. Job classification

seniority shall govern the awarding of bids, except for promotional opportunities which shall be governed by Article 10, Paragraph A.

- H. Excluding vacations, temporary individual shift vacancies of more than fourteen (14) days (e.g., leaves of absence) shall be posted and bid in accordance with Article 10. If the shift vacancy is for purposes of covering a vacation, or for fourteen (14) days or less, the Company may fill the position at its discretion. Upon returning from a leave of absence or from a vacation of any length, the employee shall be returned to his/her former position.
- I. If an employee is on a leave of absence, it is the employee's responsibility to contact the employer or to designate in writing another bargaining unit member to submit a bid on that employee's behalf. Notice of vacancies shall be mailed to all employees within the affected job classification who are on a leave of absence at their last known mailing address no later than the day on which the vacancy is posted for bid. If an employee fails to submit a bid, that employee will be assigned an open shift until the next shift bid.
- J. The company must inform employees about planned units closing before employees make their schedule bid.
- K. Overtime shall be offered by seniority (most senior first) within the classification and shall be required to be worked by reverse seniority (least senior first). A minimum of one (1) hour notification of mandatory overtime shall be given as soon as the Company becomes aware of the need for it.
- L. Employee's individual work schedules will not be changed between bids, except as provided elsewhere in this Agreement.
- M. The Company may employ "Part-Time employees", i.e. those who are regularly scheduled for less than twenty-six (26) hours per week.
- N. Not more than 10% of total facility hours may be utilized for "Part-Time employees." Part-time employees may utilize their Company seniority to bid on new positions or vacancies posted by the Company (provided the employee is qualified to perform the work). Part-time positions cannot be used to limit the number of 40-hour shifts. Employees regularly working twenty-six hours per week during any rolling thirteen-week period, shall be considered full time and receive full time benefits so long as they do not fall below twenty-six hours in any rolling twenty-six-week period. Such employee moving from part time to full time status shall be notified by letter placed in their paycheck. Also, any employee in danger of moving from full time to part time status shall be notified in the same way with at least four weeks' notice.
- O. Benefits for part-time employees are waived (i.e. vacation, holiday, personal holiday, severance, health and welfare, pension, leave of absence).
- P. Employees working four (4) days, ten (10) hours per day schedule, payment of benefits under the above referenced articles, shall be ten (10) hours per day.

Q. It is the intent of the parties not to circumvent the labor agreement as it pertains to seniority by using part-time employees. The Company will establish as many 40-hour positions as possible consistent with its business needs pursuant to Article 12, subsection J. It is understood that under subsection 3, part-time employees are not entitled to benefits under the Collective Bargaining Agreement. However, should a part time employee be promoted to full time status, one-half (1/2) of the time as a part-time employee will be credited to the employee for benefits (health care, vacation, holidays, etc.) In no way does this impact on the employee's hourly rate of pay, which is determined based on length of service with the Company and classification.

R. The Employer may use additional part-timers in a specific location with the expressed written approval of the UNITE HERE designee.

S. Status after Leave return: Employees who had full-time status prior to returning to work from an authorized leave of absence shall be returned to work with full-time status.

#### ARTICLE 10: PROMOTIONAL OPPORTUNITIES/PERMANENT JOB VACANCIES

A. Permanent job vacancies shall be posted for bid and awarded to the senior person in the classification who submits a bid. Lead positions shall be posted for bid and awarded to the most senior qualified employee within the classification, if any, so long as skill, ability, experience and work records are equal. Vacancies not filled from within a classification will be awarded to the most senior qualified employee for the open position so long as skill, ability, experience and work records are equal.

A permanent vacancy created by the original job bid shall be awarded to the most senior employee in the classification who submits a bid. If no employee within the classification submits a bid for the job, the job shall be awarded to the most senior qualified employee bidding for the open position so long as skill, ability, experience and work records are equal. The possibility of a permanent job vacancy arising from the original job bid shall be posted at the same time as the notice of the original permanent job vacancy, and any employee interested in submitting a bid for the original permanent job vacancy, or the resulting job vacancy, or both, shall submit a bid as set forth in Paragraph B below. Any subsequent openings created by the aforementioned job bid(s) shall be filled at the Company's discretion, until the next entire shift bid.

B. Procedures for application will be issued by the Company and posted on Company bulletin boards and provided to the Local Union. A copy of any bargaining unit promotional opportunity will be faxed to the local union prior to posting. Permanent job vacancies will be posted on the Company bulletin board for seven (7) calendar days, and employees will have four (4) calendar days to submit a bid before they are awarded. It is understood that discipline contained within an employee's personnel file shall not preclude the employee from bidding and being awarded a permanent job vacancy within classification.

- C. Any employee awarded a bid shall be permitted to return to his/her or classification within forty-five (45) days; the Company may within forty five (45) days return such an employee to his/her prior classification provided the employee's performance is unsatisfactory.
- D. When the job is awarded, the person receiving the award shall begin working the shift within seven (7) days after the bid award, where practicable.
- E. The Local Union shall be provided the minimum job requirements for jobs posted for bid.
- F. The Company shall notify the Union of a change in an employee's classification within seven (7) days of the change.
- G. When the Company opens a new food and beverage or retail outlet in an existing facility, the most senior employees will be offered the first opportunity to bid and be trained for the new position(s). Employees awarded position in the new unit will not be permitted to bid out the unit for the first ninety (90) days of operation, including individual vacancies and airport wide shift bids.
- H. It is understood and agreed however that the Company is not obligated to promote any employee who is not qualified or who fails to pass any uniformly required training program and or test if required by a third party.
  - 1. Definition- Themed facilities shall be locations that are franchised or licensed that have operation requirements defined by legal agreements, operations manuals, or require advanced knowledge/skills.
  - 2. The Company reserves the right to negotiate with the Local Union, Regional Coordinators, and/or International Designee to carve out themed restaurants.
  - 3. Themed facilities will have a separate seniority list for purposes of scheduling in that unit; however, employees in these units shall accrue seniority in their overall classification.
  - 4. Layoffs: In the case of layoffs themed employees will be allowed to exercise their seniority in their overall classification.
  - 5. Open positions: Open positions in themed facilities will be posted pursuant to promotional opportunities of the MNA.
  - 6. Laid off employees may bump into a Themed unit by classification seniority provided they successfully undergo the required training program and pass any test that may be required.

#### ARTICLE 11: ADMINISTRATION

- A. Full authority with respect to the collective bargaining relations of the parties and the administration of this Agreement shall rest in the president of the International Union (or his designee) and the Director of Labor Relations of the Company, and any dispute not otherwise resolved must be referred to them; provided, however, that the day to day administration of the local supplements/addendums shall be administered by a local representative as provided in the grievance procedure herein.
- B. The Master National Agreement shall be maintained as the base for all terms and conditions of employment. The parties recognize the need for the Company to remain competitive in the market in which it currently operates. The Employer has the burden of proof to demonstrate that the Master National Agreement is not market competitive. After the Employer has demonstrated its economic disadvantage, it may, during the Local Rider negotiations, open bargaining for new employees' holidays, personal days, sick days, vacations and health and welfare benefits.
- C. Authorized representatives of the Union shall be admitted to the establishments of the Company at reasonable times and locations provided that said representatives shall not interfere with employees' duties during scheduled working hours. The Local Union shall have the right to appoint departmental shop stewards in each department, in each unit of the Company, and such individuals are authorized to act as a liaison between the employees and the local business representative. Such shop stewards may also discuss and/or resolve grievances or disputes with his/her department manager if authorized to do so by the Local Union. Written grievances or other such disputes filed with the Company shall be handled by the Shop Steward, if authorized by the Local Union, or the Local Union business representative in accordance with Article 6 of this Agreement. The work of the shop stewards will be conducted on other than the Company time and shall not interfere with the work of the employees or the normal operation of the business.
- D. The Company will provide a bulletin board at each of its establishments on which official union notices shall be posted.
- E. A Labor/Management committee shall be established to discuss matters of mutual concern to the Company and the Union. The committee shall consist of not more than two representatives of the Company and not more than two representatives of the Union. 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.

## ARTICLE 12: HOURS OF EMPLOYMENT

- A. The workday shall consist of eight (8) hours within eight and one-half (8-1/2) hours. The work week shall consist of five (5) days within seven (7) days commencing at 12:01 a.m. Monday.
- B. All work performed in excess of eight (8) hours per day, forty (40) hours per week, or on the sixth consecutive day shall be paid for at a rate of time and one-half the employee's

regular rate of pay, unless otherwise provided in this contract. All work performed on the seventh consecutive day shall be paid at the rate of double time, unless otherwise provided in this contract. Premium pay will not be paid when an employee works the sixth or seventh consecutive day as a result of a shift change due to a shift bid as provided in Article 10, Paragraph (C), or if due to vacation relief or employees changing off days. The foregoing shall apply to all short shift employees.

C. In computing the five (5) workdays in any 7-day work week, the following shall be treated as workdays for the purpose of pay of time and one-half (1/2) on the sixth (6th) day and double time on the seventh (7th) day:

1. If off for accident on the job.
2. Any paid vacation days.
3. Weather (shall be construed as whenever poor weather or workload conditions curtail the necessity of a full complement of personnel resulting in permitting an employee time off without pay).
4. Military or Reserve duty.
5. Interrupted operations shall be treated the same as 3.
6. Jury duty pay.
7. Death in immediate family or funeral leave pay.

D. If an employee is off due to illness for either paid or unpaid sick leave; such days shall not be counted as "workdays" for the purpose of receiving premium pay on the sixth and/or seventh days.

E. The work week shall consist of five (5) consecutive workdays.

F. Employees required to handle money shall be paid their regular rate of pay or premium pay, as the case may be, for all time spent in receiving, counting or accounting for said monies.

G. Employees with eight (8) hour work schedules shall be provided two (2) ten (10) minutes break. The first break shall be provided during the first four (4) hours of work. The second break shall be provided during the second four (4) hours of work. Employees with work schedules of less than eight (8) hours shall be provided one (1) ten (10) minutes break during the first four (4) hours of work.

H. Employees working a four (4) day ten (10) hour shift will receive two (2) fifteen (15) minute breaks. The first break shall be provided during the first five (5) hours of work, and the second break during the second five (5) hours of work.

I. Employees will receive time and one-half (1 1/2) after ten (10) hours daily and on the fifth (5th) day if scheduled forty (40) hours within four (4) days during a workweek.

J. Employees working four (4) days- ten (10) hours per day schedule, work in excess of ten (10) hours daily, forty (40) hours per week or on the fifth (5th) consecutive day shall be paid for at the rate of time and one-half (1 1/2) the employee's regular rate of pay, unless

otherwise provided in this contract. All work performed on the sixth (6th) or seventh (7th) consecutive day shall be paid at the rate of double time, unless otherwise provided in this Agreement. Premium pay will not be paid when an employee works the fifth (5th) sixth (6th) or seventh (7th) consecutive day as a result of a shift change due to a shift bid or if due to vacation relief or employees changing days off. Employees working four (4) days-ten (10) hours per day schedule, payment of benefits under the above referenced articles, shall be ten (10) hours per day.

K. Employees shall not be required to return to work with less than ten (10) hours between shifts.

L. Bargaining unit work shall not be performed by non-bargaining unit personnel, except to maintain operations when the Company is faced with an emergency, conditions beyond its control, or for training.

M. There shall be no pyramiding of overtime or premium pay.

N. Unless otherwise agreed by the parties, nothing in this agreement shall be construed to provide employees with a forty (40) hour workweek guarantee. However, the Company agrees to provide as many forty (40) hour weekly shifts as, possible consistent with its business needs.

O. Part-Time Utilization: The Company and the Union will agree to meet and discuss increasing utilization percentages for individual units.

P. Black out days: The employer shall be able to designate five (5) blackout days per location per year. It will notify the local union and the international union prior to January 1st of each year about the upcoming blackout days. The Union understands that the Employer may need more than 5 blackout dates in certain locations and will bargain those into local addendums.

#### ARTICLE 13: WAGES

A. Employees covered by this Agreement shall receive the wage rates set forth in the attached Local Rider. Employees whose rates of pay are in excess of the minimum rate set forth shall receive not less than the minimum across the board increases provided for employees in their respective job classification. The Company shall have the right to establish lead person classifications for any classification set forth in such Local Rider. It is understood between the Company and the Union that no employee in any location will suffer a reduction in any wages from his present level as a result of this MNA.

B. Tipped Employees Benefit Rate: For all non-working time, e.g. vacation pay, holiday pay, sick pay, reporting pay, meeting pay, etc., all Tipped Employees shall receive the Benefit Rate in addition, trainees for tipped positions shall be paid the Benefit Rate for all working time during training. The Benefit Rate shall be:



- Effective July 1, 2025: \$1.00 per hour (total of \$3.00 per hour) on top of Federal, State Minimum wage, or their own rate of pay, whichever is greater. If the living wage in an individual location is greater than any of these options, the Benefit Rate shall be the living wage.
  - Effective July 1, 2026: \$1.00 per hour (total of \$4.00 per hour) on top of Federal, State minimum wage, or their own rate of pay, whichever is greater. If the living wage in an individual location is greater than any of these options, the Benefit Rate shall be the living wage.
  - Effective July 1, 2027: \$1.00 per hour (total of \$5.00 per hour) on top of Federal, State minimum wage, their own rate of pay, or \$15.00 per hour, whichever is greater. If the living wage in an individual location is greater than any of these options, the Benefit Rate shall be the living wage.
- C. No employee shall be required to make any contributions to any other employee or person or share gratuities, with any other employee or person unless agreed to by the Company and the Union.
- D. Whenever an employee is required to replace another employee in a higher paid classification, such employee shall receive the contract rate for the higher paid classification provided that the employee works one (1) hour or more of his/her normally scheduled workday replacing the employee in the higher paid classification.
- E. Errors in paychecks amounting to more than 10% of the employee's gross pay for that week will be corrected by the Company within forty-eight (48) hours of notice of the error. Errors in paychecks amounting to 10% or less of the employee's gross pay for that paycheck will be corrected in the employee's next scheduled paycheck.
- F. Tip Jars. The Company agrees that in any facility where tip jars are currently used the practice shall be allowed to continue. Cashiers shall be allowed the use of tip jars as long as there is no rule prohibiting the use of tip jars by the respective airport. The Union and Management must come to a mutual agreement regarding the type of tip jar to be used in those locations.
- G. Effective February 1, 2025 all credit card transactions shall have a printed line on the receipt for customers to write in a tip if they so choose. The full amount of that tip shall be given to the employee.
- H. Shortage/Breakage: Employees shall not have involuntary payroll deductions made from their paychecks for shortages, breakage or customer walkouts.

#### ARTICLE 14: HOLIDAYS

- A. Effective January 1<sup>st</sup>, 2025, upon completion of probation, for employees, the following shall be considered paid holidays:

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

The above holidays shall be observed on the corresponding days designated by the Federal Government as days of observation.

B. Employees working on any of the said holidays shall receive holiday pay based on their normally scheduled average hours per shift plus the actual hours worked on that day except that employees who work on Thanksgiving or Christmas shall receive holiday pay plus time and one-half (1½) for hours worked. Employees who do not work on a holiday shall be paid for the holiday based on their normally scheduled average hours per shift regardless of whether said holiday falls on an employee's scheduled workday or off day, provided such employee works his/her scheduled work day prior to and next scheduled work day after said holiday.

Employees working four (4) days-ten (10) hours per day schedule, payment of benefits under the above referenced articles, shall be ten (10) hours per day.

C. Holidays occurring during an employee's vacation shall be paid for in addition to vacation pay. Weekly schedules shall not be changed in any way to avoid holiday pay.

D. An employee on paid sick leave, leave of absence, or layoff, shall not be eligible for holiday pay.

E. Employees who are scheduled to work on a holiday and do not report as scheduled shall not receive the holiday pay.

F. Any employee requested to work on a paid holiday, who is scheduled to work five (5) other days during that work week, and who agrees to do so, shall receive two and one-half (2½) his/her regular rate of pay for that workday, provided such employee works his/her scheduled workday prior to and next scheduled work day after said holiday.

#### ARTICLE 15: VACATIONS

The Company will provide paid vacation based on length of service in the following amounts computed on average hours paid in the previous calendar year (excluding weeks that the employee is on Medical Leave, Disability Leave, Workers Compensation or Union Leave) for full time employees. Vacation eligibility shall be on an anniversary date.

Years of Service	1/1/25	1/1/26
1 year or more of service	one (1) week	one (1) week
2 years or more of service	one (1) week	two (2) weeks
3 years or more of service	two (2) weeks	two (2) weeks
5 years or more of service	three (3) weeks	three (3) weeks
8 years or more of service	three (3) weeks	three (3) weeks
15 years or more of service	four (4) weeks	four (4) weeks
25 years or more of service	five (5) weeks	five (5) weeks

Said employee works a four (4) day -ten (10) hours shift per day, vacation is based on four (4) working days equal to one (1) work week.

Said employee works a five (5) day -eight (8) hours shift per day, vacation is based on five (5) working days equal to one (1) week.

B. Scheduling. Employees with less than three (3) weeks of vacation shall be entitled to one additional week (5 days) of unpaid time off to be taken in conjunction with paid vacation. Employees shall be entitled to take all earned weeks of vacation consecutively or provided they have earned two (2) or more weeks of vacation, may elect to split vacation periods. Employees with two (2) or more weeks of vacation may elect to schedule split vacation periods or take vacation in increments of days rather than weeks for one (1) week of their vacation period.

When scheduling vacation, the Employer shall not change the employee's regular days off to deprive the employee of days off before or after their scheduled vacation period. The company shall limit "blackout periods", i.e. time period when employees are not allowed to take vacation, to a reasonable number. Employees shall not be expected or required to find their own replacement workers when taking approved vacation days.

If an employee has earned less than two weeks (10 workdays) of paid vacation, he/she may be granted, if requested in writing by the employee and if operations permit, sufficient unpaid vacation time in conjunction with paid vacation so as to permit a two-week vacation. If an employee has earned at least two weeks (10 workdays) paid vacation, but less than three weeks (15 workdays) paid vacation, he/she may be granted, if requested in writing by the employee and if operations permit, sufficient unpaid vacation time in conjunction with paid vacation time to permit a three-week vacation.

C. An employee who does not take earned vacation within three months after his/her anniversary date shall receive payment for 100% of the unused/earned vacation if requested in writing and approval is secured from management. Employees who have put in vacation requests for their full vacation allotment, and have been denied any part of their request, shall be cashed for any unused vacation portion each year. Such approval will not be refused by management. Employees may choose to carry over one week of their vacation time from year to year without any loss of time; however, it must be used within two (2) years. Otherwise, the following schedule and cash out shall apply:

Vacation	Accrual Maximum Cash-out
1 week	1 week
2 weeks	1 week
3 weeks	2 weeks
4 weeks	2 weeks
5 weeks	3 weeks

D: For those employees who are terminated from employment as a result of a permanent closing of a unit or concession in which they are employed and who are not offered employment.

## ARTICLE 16: HEALTH AND WELFARE

### Section 1. Trust Language:

(A) The Employer agrees to contribute for each 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 ("Plan"), or such new, merged or consolidated plans 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 (15th) day of the month for which contributions are to be made. The Employer agrees and acknowledges that if it fails to supply the electronic payments and reports in the format required by the Fund (which may be in Excel format until such time as the Employer's online account is established), the Fund will have no obligation to process the report or payment until it is submitted electronically and such report will be considered late and subject to interest, liquidated damages and late fees under the Fund's collection procedures. Additionally, the Union and the 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.

(B) Change in Employee Status: In addition to providing the monthly report and payment set forth in Paragraph A of this Section, the Employer must report to the Fund, no later than the last business day of the month of the change, any changes in the status of an employee that affects that employee's coverage (new hires, newly eligible, terminations, layoffs, FMLA leave, disability). If the Employer fails to timely report such change, the Employer must pay the entire contribution for that employee, including any co-premium normally paid by the employee, for the subsequent month and each additional month until the status change is reported to the Fund.

(C) Employee Co-Premium Reporting: This Agreement requires some or all eligible employees to pay a portion of the monthly premium through payroll deduction. As a result, the Employer

agrees to specify the total amount of contributions being submitted by the employee, the total amount of contributions submitted from the Employer and the total contribution amount on the monthly electronic report required by the Fund.

## Section 2. General Provisions:

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined in Section 6.C below and who enrolls in the Plan and agrees to remit the required applicable co-premium.

The Employer will begin making contributions to the Fund for all eligible employees who elect contributions upon the earlier of: (a) the first of the month following two months of employment or (b) completion of one thousand (1000) hours of service. The Employer shall promptly report all new hires to the Fund as required in accordance with Section 1 (C) of this Article.

## Section 3. Monthly Employer Contributions:

### (A) Medical

The Employer shall contribute the sums stated below for each eligible employee. The Silver Plus and Gold Plus Plan shall apply to all locations, unless noted otherwise. If so noted the employees will be offered the location specific Kaiser Plan alongside the Silver Plus Plan.

#### Silver Plus Plan - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/25	\$603.77	\$1,287.68	\$1,007.11	\$1,788.45
1/1/26	\$603.77	\$1,287.68	\$1,007.11	\$1,788.45

#### Gold Plus Plan - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/25	\$747.42	\$1,594.06	\$1,246.74	\$2,213.99
1/1/26	\$747.42	\$1,594.06	\$1,246.74	\$2,213.99

#### Kaiser ATL – Monthly Rates (through 3/31/25 except for hardship cases for the remainder of 2025)

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/25	\$826.56	\$1,762.80	\$1,378.70	\$2,448.35

#### Kaiser DEN – Monthly Rates (through 3/31/25 except for hardship cases for the remainder of 2025)

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
1/1/25	\$963.93	\$2,053.17	\$1,609.76	\$2,853.23

Effective 4/1/25 through 12/31/25, Kaiser Georgia and Kaiser Colorado will only be available to a defined group of grandfathered employees. The parties will provide a list of the grandfathered employees to the Fund by 3/1/25. Kaiser Georgia and Kaiser Colorado will cease completely effective 12/31/25.

Effective 1/1/25 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, 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.

#### (B) Dental and Vision

For All Locations except FLL, unless noted otherwise.

##### Dental HMO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/25	\$16.15	\$39.86	\$38.48	\$55.38
1/1/26	\$16.15	\$39.86	\$38.48	\$55.38

##### Dental PPO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/25	\$32.78	\$80.90	\$78.11	\$112.39
1/1/26	\$32.78	\$80.90	\$78.11	\$112.39

##### Vision Plus - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/25	\$6.97	\$12.65	\$13.27	\$20.48
1/1/26	\$6.97	\$12.65	\$13.27	\$20.48

Effective 1/1/25, the Employer agrees to deduct and submit the contribution rates required by the Fund to sustain benefits for those employees who have elected Dental and Vision coverage. The parties agree and understand that if the appropriate Dental and Vision contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants.

#### (C) Life Insurance

\$20,000 1/1/26

Effective January 1, 2026, the Employer will submit Life and AD&D contributions to the Fund for all eligible employees, including those who decline medical coverage, at the following monthly rates.

Life and AD&D (\$20,000/\$20,000) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
1/1/26	\$3.80

(D) Short Term Disability

\$300 effective 1/1/26 through 12/31/26

\$400 effective 1/1/27

The Employer will submit Short Term Disability contributions to the Fund for all eligible employees, including those who decline medical coverage, at the following monthly rates.

Short Term Disability (\$300/up to 26 weeks) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
1/1/26	\$14.74

Short Term Disability (\$400/up to 26 weeks) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
1/1/27	To be determined

Section 4. Employee Co-premium:

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

All locations except FLL

For the Silver Plus Plan or Kaiser Plans (through 2025):

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/25	10%	15%	15%	15%
1/1/26	8%	12%	12%	12%
1/1/27	5%	10%	10%	10%
1/1/28	5%	10%	10%	10%

For the Gold Plus Plan:

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/25	12%	15%	15%	15%
1/1/26	10%	15%	15%	15%
1/1/27	8%	13%	13%	13%
1/1/28	5%	12%	12%	12%

The Employer will deduct the amounts listed below of said Dental and Vision coverage contributions from employees' paychecks on a monthly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

All locations except FLL

Dental: 15% for all levels of coverage.

Vision: 15% for all levels of coverage.

Section 5. Enrollment:

The Employer and Union will hold an initial enrollment and benefits engagement event on the Employer premises within the Fund-specified enrollment period. The Employer shall release for 30 minutes on work time all employees eligible to enroll to meet with a representative of the Union, who will show employees how to enroll electronically and explain important information about their new Plan.

Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Plan and agree to remit the required applicable co-premium via payroll deduction.

For Employees hired after the date of ratification of this Agreement, or who become eligible to enroll in the Plan after the effective date of this Article, the Employer shall make available a computer for employees to use during such employee's enrollment period to electronically enroll in the Plan.

There shall be an open enrollment period once every year. During open enrollment, each eligible employee can enroll in one of the Welfare Plan options available to them or change their existing election by completing an Election Form. All eligible employees who wish to enroll in the Welfare Plan shall sign an Election Form, acknowledging that he or she desires to be covered for benefits under the Plan and that they agree to make the required co-premium via payroll deduction in advance of its due date to the Fund



The Parties further agree that an eligible employee may only change his or her enrollment election during the open enrollment period of each year of the Agreement, except for newly hired employees, and for employees who experience a special enrollment event, in accordance with H.I.P.A.A. or other such applicable federal law. Proof of revocation of waiver must be provided to the Company. The Company is required to keep such proof with the employee's file and such proof shall be made available to the Fund upon request.

#### Section 6. -Additional Insurance

##### (A) ADDITIONAL INSURANCE OFFERED BY THE COMPANY:

Life insurance will be provided by the Company for full time employees at no cost to the employee as follows:

Though 1/1/26 Eligible Full time employees-\$10,000

Former Sky Chefs employees-\$40,000

Accidental death and dismemberment insurance will be provided by the company at no cost to the employee as follows:

Though 1/1/26 Eligible Full time employees-\$10,000

Former Sky Chefs employees-\$40,000

In addition, an employee may purchase long-term disability insurance and individual life insurance (for employee, spouse, or children) through the company.

Weekly income for accident and sickness will be provided by the company at no cost to the employee as follows:

Through 1/1/26 \$200 per week up to 26 weeks.

##### (B) RETIREE BENEFITS:

Former Sky Chefs employees hired on or before 12/31/87, or date of transfer of the unit to DN-THS, Inc., whichever is later, who qualify for retiree benefits by reaching age 55 as an active employee with 10 or more years of continuous service, shall be eligible for a retiree health care benefit at age 65 or retirement, whichever is later. Upon retiree application to the International Union and eligibility verification by the Company, the Company will contribute \$45 per month on behalf of the eligible and participating retiree. The application provided by the employee must provide proof of out-of-pocket expenditure by the employee in the amount of \$45 per month.

##### (C) ELIGIBILITY:

In order to be eligible for contributions (including medical, dental, vision, life insurance, AD&D) employees must meet the following requirements:

Employees hired before 8/13/10 must average 26 hours per week (or 20 hours per week for former Sky Chefs employees).

Employees hired on and after 8/13/10 must average 30 hours per week.

Eligibility will be reviewed quarterly and employees who do not satisfy the hours requirement will be issued COBRA and will not be eligible for contributions for the entire calendar quarter following the subsequent quarter. For example, if an employee met the above-mentioned hours requirement during calendar quarter 1 (January through March), he or she will be eligible for contributions for the entire calendar quarter 3 (July through September). Therefore, the Employer will make contributions for the entire calendar quarter 3 regardless of the hours worked during calendar quarters 2 or 3 (April through June and July through September). However, if he or she does not work enough hours during calendar quarter 1 (January through March), then eligibility for contributions for the entire calendar quarter 3 (July through September) will be lost regardless of the number of hours worked in calendar quarters 2 and 3.

In addition, the Employer agrees to report the results of the quarterly hours review to Fund no later than by the first day of the second month of the following quarter. For example, the Employer would provide the Fund with a report of the hours requirement review for calendar quarter 1 (January through March) by May 1st.

Employees who lose eligibility due to below hour's requirement will go back to the last plan they were participating in once they regain eligibility. If an employee loses eligibility because of non-payment, this is considered waiving coverage.

#### (D) OPEN ENROLLMENT:

There shall be an open enrollment period once every year (on or about October of each calendar year). During open enrollment, each eligible employee can enroll in one of the Welfare Plan options available to them or change their existing election by completing an Election Form. All eligible employees who wish to enroll in the Welfare Plan shall sign an Election Form, acknowledging that he or she desires to be covered for benefits under the Plan and that they agree to make the required co-premium via payroll deduction in advance of its due date to the Fund.

The Parties further agree that an eligible employee may only change his or her enrollment election during the open enrollment period of each year of the Agreement, except for newly hired employees, and for employees who experience a special enrollment event, in accordance with H.I.P.A.A. or other such applicable federal law. Proof of revocation of waiver must be provided to the Company. The Company is required to keep such proof with the employee's file and such proof shall be made available to the Fund upon request.

In addition, an employee may purchase long-term disability insurance and individual life insurance (for employee, spouse and/or children) through the company at this time. This is not offered to the Atlanta, Georgia location.

#### Section 7. Compensable Injury:

If an employee is not able to work due to injury on the job, the Company will pay the employee for the remainder of the shift and full pay at the employee's regular rate for the first five (5) days of absence for each such accident less any Worker's Compensation paid for said five (5) days.

Payment is contingent upon presentation of proof of receipt of Worker's Compensation benefits by the employee and the amount thereof.

#### ARTICLE 17: PENSION

A. Through December 31<sup>st</sup>, 2025 the Company will contribute to a 401(k) Plan for all eligible employees on the following basis:

1. Employees on the payroll as of November 1, 1994, are eligible for the Company's defined contribution pension plan subject to the provisions of the plan. The Company will contribute 5% of the employee's regular salary towards the plan, retroactive to the transfer of the unit from Sky Chefs to Delaware North - Travel Hospitality Services with a vesting schedule of five (5) years.
2. Employees hired after November 1, 1994; the Company will contribute 3% of the employee's regular salary towards the plan after the employee completes one (1) year of service.
3. All employees will continue be vesting in the Company 401k if they continue working for the Employer.
4. Effective January 1, 2026, employees may continue to contribute to the employer 401k plan without an employer match.

B. The Company shall provide booklets as soon as possible to each employee explaining the 401(k) Plan in detail.

C. The Employer agrees to become a participating employer in the Adjustable Plan ("Adjustable Plan") of the UNITE HERE Retirement Fund ("Fund"), effective January 1, 2026. Effective January 1, 2026, the Employer agrees to contribute to the Fund for each employee covered by this Agreement following their probationary period the sums listed below for participation in the Adjustable Plan. Contributions shall be due monthly for each hour compensated for all payroll weeks ending in the prior month for the purpose of providing pension benefits under the Adjustable Plan or such new, merged or consolidated plan(s) as may be adopted by the Trustees. Said monthly contributions, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, shall be furnished to the Fund no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

The Employer will contribute to Fund at the following hourly rates:

- Effective 1/1/26 – \$0.50 per hour paid
- Effective 1/1/27 – \$0.60 per hour paid
- Effective 1/1/28 – \$0.75 per hour paid

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.

#### ARTICLE 18: EMPLOYEE MEALS

All employees shall receive one (1) meal per day without charge. Former Sky Chefs employees hired prior to December 31, 1987 (or the date of transfer of their unit to Delaware North - Travel Hospitality Services, whichever is later), shall receive two (2) meals without charge if working five (5) hours or more, and one (1) meal without charge if working less than five (5) hours per day.

Meal periods shall be unpaid and are normally scheduled for 30 minutes.

Meals shall be wholesome and of the same quality as served to guests. Where no employees' cafeteria exists and employees receive their meals directly from units serving guests, the Company shall not restrict what units employees can obtain meals from and shall not limit what menu items the employee can choose from.

Meal vouchers/allowance amounts currently in place in airports are not changed by this agreement.

#### ARTICLE 19: UNIFORMS

Employees required to wear uniforms shall be provided three (3) uniforms when hired. Maternity uniforms will be provided when necessary. The Company will replace these uniforms as needed.

The Company shall also provide the necessary tools of the trade to each employee without charge to the employee.

#### ARTICLE 20: SICK LEAVE

Full time employees will be entitled to paid sick days on the following schedule:

#### Sick and Personal Days

Years	Sick	Personal	1/1/25	1/1/26
>1	1		3	4
1	2	1	4	5
2	3	1	4	5
3	3	2	5	6
5	3	3	6	7
10	4	4	8	8

Unused sick days will accrue from year to year to a maximum of fifteen (15) days.

Employees may be required to provide a doctor's note verifying an illness if the illness exceeds more than two (2) consecutive day. A doctor shall be defined as a medical provider recognized by the relevant health care plans. New employees whose hire date falls prior to July 1 will receive the sick days on January 1 of the next year, and new employees whose hire date falls after July 1 shall wait until January 1 of the calendar year after their anniversary hire date to receive the sick days.

However, the Company reserves the right to require a doctor's certificate for absences if the employee demonstrates a pattern of abuse regarding use of sick days.

Current employees with accruals greater than fifteen (15) days shall not lose their current accruals by virtue of this provision.

Employees working four (4) days - ten (10) hours per day schedule, payment of benefits under the above referenced articles, shall be ten (10) hours per day.

#### ARTICLE 21: FUNERAL LEAVE

Employees shall be entitled to three (3) days off with pay in the event of death in the immediate family (parents, spouse, life partner, children, grandchildren, siblings, grandparents, mother-in-law and father-in-law). In addition, employees shall be entitled to unpaid funeral leave in the event of the death of any other relative residing in the employee's home.

Employees may extend the funeral leave period by using their paid personal days or two (2) unpaid funeral leave days.

Employees working four (4) days - ten (10) hours per day schedule, payment of benefits under the above referenced articles, shall be ten (10) hours per day.

#### ARTICLE 22: CALL-IN PAY

Any employee reporting for work on a regular shift and not permitted to work shall receive four (4) hours' pay at the employee's regular rate; provided, however, that if said employee was notified the night before not to report for work and the employee nevertheless reports for work,

no minimum call-in pay will be required. Employees subjected to disciplinary action resulting in suspension are not guaranteed four (4) hours pay, only for time actually worked.

#### ARTICLE 23: LEAVES OF ABSENCE

Unpaid Sick Leave: Employees will be eligible for leave of absence in accordance with the following schedule:

Company Seniority	Maximum length of the Leave
60 days , but less than 6 months	30 days
6 months, but less than 2 years	6 months
2 years, but less than 5 years	1 year
5 years or more	2 years

Sick leave shall initially be granted for periods of not more than ninety (90) days, but may be extended in periods of not more than ninety (90) days. Each extension must be supported by a medical certificate, and the employee must have received or be receiving short-term disability benefits. This medical certificate must indicate that the employee is disabled and unable to perform required job duties, the nature of the disability and the approximate date of return to work.

Employees released from medical care must apply for reinstatement and be available for work assignment within seven (7) days of such release. Failure to comply with the above waives the employee's right to reinstatement. The Company reserves the right to require employees to be examined by a Company doctor before reinstatement. In order to be reinstated after returning from any sick leave under this Article, an employee must be able to adequately perform the duties and responsibilities of the position to which he/she is returning.

Seniority shall accrue during the first ninety (90) days of a Sick Leave and will be retained for the balance of the leave.

H. Injury on Duty Leave: Employees will be eligible for leaves of absence in accordance with the following schedule:

Company Seniority	Maximum length of the Leave
60 days, but less than 1 year	6 months
1 year, but less than 5 years	1 year
5 years or more	3 years

Injury on Duty Leaves shall initially be granted for periods of not more than ninety (90) days but may be extended in periods of not more than ninety (90) days. Each ninety (90) day extension must be supported by a medical certificate. This medical certificate must indicate that the

employee is disabled and unable to perform required job duties, the nature of the disability, and the approximate date of return to work.

Employees released from medical care must apply for reinstatement and be available for work assignment within seven (7) calendar days of such release. Failure to comply with the above waives the employee's right to reinstatement. The Company reserves the right to require employees to be examined by a Company doctor before reinstatement. In order to be reinstated after returning from any injury on duty leave under this Article, an employee must be able to adequately perform the duties and responsibilities of the position to which he/she is returning.

Seniority shall accrue during the entire period of an Injury on Duty Leave.

C. Personal Leave: Employees with one year or more of seniority may be granted personal leaves for periods of no longer than thirty (30) calendar days. Such leaves shall be granted at the sole discretion of the Company but shall not be unreasonably denied.

All personal leaves must be requested in writing. The Company may grant additional thirty (30) day leaves in conjunction with the initial leave, but each extension must be accompanied by a written request from the employee.

An employee will not be eligible for more than ninety (90) days of personal leave during any twelve (12) month period.

An employee found to be working for another employer while on a personal leave of absence except in case of a Leave of Absence for Union Business or if permission is granted by the Company shall be considered to have resigned his/her position at the Company.

D. Leave of Absence for Union Business: Employees shall be entitled to a Leave of Absence for Union Business, upon notification to the Company by the Union. Seniority shall accrue and all benefits be continued for leaves of up to two twelve (12) months; thereafter, seniority shall be frozen for the duration of the leave and all Health and Welfare and Pension benefits shall be continued as if the employee were actively employed provided the Union reimburses the Company for the cost of those benefits.

E. A copy of all leaves of absences granted shall be sent to the Local Union.

F. Family Medical Leave Act - The Company agrees to be compliant with all provisions of their State and Federal Family Medical Leave Act.

#### ARTICLE 24: JURY DUTY

Employees called for jury duty, who have been in the employ of the Company for more than sixty (60) days, shall receive full pay, less any compensation received as a juror provided they give the Company at least seventy-two (72) hours advance notice of the jury duty.

#### ARTICLE 25: MAINTENANCE OF BENEFITS

No employee of the Company shall suffer any loss of wages, fringe benefits or conditions prior to the signing of this Agreement, unless such have been changed subsequent to that date by mutual agreement of the parties hereto.

#### ARTICLE 26: SEVERANCE PAY

Employees with six (6) months or more of Company seniority who are terminated from employment as a result of a permanent closing of a unit or concession in which they are employed and who are not offered employment by the successor employer at the unit or by the Company in an equivalent position at another of its operations in the same geographic area, shall receive severance pay in accordance with the following schedule:

Company Seniority	Severance Pay
6 months, but less than 1 year	2 days
1 year, but less than 2 years	4 days
2 years, but less than 5 years	8 days
5 years, but less than 10 years	10 days
10 years or more	15 days

Severance pay shall be paid out if an individual unit in the airport is closed and the employee waives his/her recall rights.

#### ARTICLE 27: HEALTH AND SAFETY

A. At the request of either party there shall be established a joint labor/management safety committee in any particular unit to discuss any health and safety issues and ensure a safe working environment.

B. The committee shall consist of 3 members of the bargaining unit selected by the Union and up to 3 managers selected by the Company. The committee shall meet on paid time at least 3 times per year and more if the committee deems it necessary.

C. In the event issues of concern are identified; the committee shall make recommendations to the General Manager to correct the problem. The Company must consider all of the recommendations from the committee in good faith. Management shall insure that accurate minutes of all meetings are kept including issues identified and suggested recommendations to ensure proper follow up.

D. The Employer will initiate a policy and procedure for the prevention of violence or potential violence, including training programs on how to prevent aggressive behavior from escalation into violent behavior. The employer will provide a copy of this policy and procedure to the Union and incorporate Good Faith feedback from the Union at their discretion.



An employee has the right to notify the police if he/she has being physically assaulted, and the Company will support the employee in this action, and throughout any subsequent process that may result. Incidents of abuse, verbal attacks or aggressive behavior which may be threatening to the employee, but may not result in injury, will be immediately reported to Management and/or Security, and handled appropriately to protect the safety and well-being of the affected employee. The employee may request Shop Steward to be present during any questioning or investigation. All affected employees will be provided with copies of any documents relating to any incident of violence that affects them as victims or witnesses of the incident. Incidents will also be reported to the Safety Committee for review.

## ARTICLE 28: IMMIGRATION, DIVERSITY AND CIVIL RIGHTS

### Section 1. EMPLOYMENT AND EMPLOYEMENT BACKGROUND CHECKS

The Employer shall not condition the continued employment, transfer or promotion of any bargaining unit employee on a review of the employee's credit history or reports derived from the employee's credit information.

The Employer will not inquire about, or require an employee, as a condition of continued employment, transfer, or promotion (not inclusive of promotions out of the bargaining), to disclose or reveal, an arrest or criminal accusation that did not result in a conviction or that is not currently pending. The Employer may not obtain such information through application forms, interviews, or criminal history checks.

The Parties agree that the above sections are agreed to provided that the above is consistent with any specific client/security requirements in order to obtain access to the facility.

### Section 2. VOTING

Full-time employees who lack sufficient time outside scheduled work hours to vote in state and federal elections may take up to two (2) hours off work with pay for this purpose. Paid time off will be provided at the beginning or end of the employee's regular shift, whichever will allow for the most free time for voting and the least time off of work.

Employees requiring time off must notify their supervisor two days before voting and must present a voter's receipt to their supervisor upon return to work from voting.

### Section 3. IMMIGRATION RIGHTS

To the extent consistent with applicable law, no employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits due to any changes in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States.

The Employer agrees to provide to the Union copies of the regular monthly reports reflecting the names of employees whose work authorizations are known to be expiring in the next 30 days. The Union shall hold the Employer harmless on account of any liability, claim, suit or dispute arising out of the provision of information relating to employee work authorization, including the reasonable cost of any defense made necessary by any such liability, claim, suit or dispute.

Nothing in this subsection limits the Employer's ability to comply with Airport or government directives.

In the event an employee, who has completed his or her probationary period, is terminated due because he or she cannot provide legitimate proof of identity or legal authorization to work in the United States, the employee shall be reinstated as soon as practicable to his or her former position without a loss in seniority, upon the employee providing proper work authorization within twelve (12) months of the date of termination. If an employee is unable to provide the required documents within twelve (12) months but is able to do so within twenty-four (24) months or his or her termination, the Employer will hire the employee into the next available opening in the employee's former classification upon presentation of proper work authorization, but as a new hire without previous seniority. The parties agree that such employees will be subject to a new probationary period.

If an employee with two or more years of service needs additional time (than provided for in Section 3 above), the Employer will hire the employee into the next available opening in the employee's former classification upon presentation of proper work authorization, but as a new hire without seniority. The parties agree that such employees will be subject to a new probationary period.

Upon request the employer agrees to furnish to any employee terminated because he or she is not authorized to work in the United States, a personalized letter stating the employee's rights and obligations under this Section.

The Employer shall notify the Union immediately if it receives any type of warrant, subpoena or request from the Department of Homeland Security (DHS) or related government agency relating or referring to bargaining unit employees.

**Paid Citizenship Holiday:** On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all lost time at the same rate as used for holiday pay.

Nothing in this Article shall limit the Company's ability to comply with government or airport directives, rules and regulations

#### Section 4. ETHNIC DIVERSITY AND CULTURAL ISSUES

The parties recognize that recent immigrant workers are employed by the Company and are vital to the success of the operation. English is recognized as the language in the workplace. However, the Company recognizes the right of its employees to use the language of their choice among themselves provided that such conversations are conducted in a manner respectful of guests and fellow employees.

The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Employer agrees it will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees.

#### Section 5: DISCIPLINE AND DISCHARGE

Employees shall not receive discipline or attendance points towards discipline for not being able to call off or within the time frames of the Employers Time and Attendance Policy for reasons such as a medical emergency or incarceration.

#### Section 6. TRAINING

The parties agree to meet in conjunction with the FMCS and develop a Joint Labor Management Training for all Shop Stewards, Union Representatives, Managers and Supervisors covered by this Agreement.

This training will be used for a one day paid training each year of this Agreement.

#### ARTICLE 29: TECHNOLOGY AND AUTOMATION

The parties have the goal of avoiding the permanent loss of employment of any employee at airports that are participants in the THS-Master National Agreement (MNA) as a result of technological change, including third party apps.

##### Definition:

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

The Company will not contract, unless mandated by their client, to enter into an agreement providing for food service delivery at the Airports through a mobile app unless utilizing bargaining unit members. Any such app will be subject to the tip provision in the paragraph below.

##### Notice:

If the Company intends to implement any new technological changes as defined herein not currently in use in any of the Company's operations represented by UNITEHERE, the Company will provide the Union with one hundred twenty (120) days' notice of the intended to change prior to implementing. This provision does not prohibit the Company from engaging in any pilot programs regarding new technology prior to the 120-day period provided that advance notice is given to the Union and no employees are laid off or have their hours of work or wage rate reduced as part of the pilot. At the conclusion of any pilot program, in the event the Company plans to implement piloted technologies, the Company will meet with the Union to discuss the findings of the pilot program.

In the event that a technological change is required by the landlord or the brand for which compliance with the notice provision is not feasible, upon providing documentation of such requirement, the number of days will be reduced to reflect the requirement. Thereafter, the Company and the Union agree to meet and bargain at least 60 days in advance of implementation. These timelines shall apply unless there are exigent circumstances such as those

that existed during the Covid pandemic or as required by a brand partner or landlord. Within that time, the Company and the Union will attempt to bargain a mutually satisfactory resolution of any impact issues raised by the Union resulting in replacement of, or material change in the type or manner of work performed by bargaining unit employees. To that end, the Company agrees to provide relevant information on the technology modifications to the operations and impact on the workers within 20 days of a request from the Union or as soon as possible if the change is required by a landlord or brand sooner.

In the event an agreement cannot be reached during negotiations over the implementation of the new technology, the Company may implement the proposed technological change after one hundred twenty (120) days or at the required time if required by the landlord or brand.

The Company will notify the International Union of new technology through the Union Technology Portal. This notice shall serve as official notice to the Union. The Company shall also fulfill any relevant information request made solely by the International Union in response to these notifications and the needs of the parties to engage in bargaining over these issues.

Tipping:

All newly implemented app-based, tablet, kiosks, self-service and other electronic points of sale at airports for tipped classifications, shall include suggested tip amounts of 18%, 20%, 22%, and Other.

Retraining, Recall and Severance:

The Company will provide reasonable training/retraining for displaced employees in other bargaining unit classifications to better assure bargaining unit employees displaced by the introduction of technology remain employed by the Company.

Recall:

Full time employees laid off as a result of new technology will be entitled to recall to the classification from which the employee was laid off, or any classification for which they are qualified for or readily trainable for a period of 24 months provided the employee maintains up to date contact information with the Company. Any employee not recalled under this provision or not offered a comparable position within the 24-month time frame, will be entitled to the technology severance benefit outlined below. In order to be entitled to receive this benefit, the employee shall be required to work through the last day scheduled to work.

Severance:

Full time employees laid off as a result of technological changes that are not recalled or offered a comparable position within 24 months recall period, will be entitled to receive a severance benefit of 1 week of pay for every 1 full year of continuous service with the Company up to a maximum of 20 weeks of pay subject to applicable taxes, withholdings and a general release of claims. Pay shall be based on 40 hours per week at the employee's regular rate of pay. In order to be entitled to receive this benefit, the employee shall be required to work through the last scheduled day of work.

Exclusive Remedies:

The Parties agree that effects bargaining shall be satisfied by notices and the remedies identified in this section and shall be the sole and exclusive procedure for resolving disputes over implementation of technological changes causing layoffs of fulltime employees.

ARTICLE 30: BADGING OF UNION STAFF

The Company agrees to sponsor one (1) union representative per airport covered by the MNA. If the number of employees exceeds four hundred (400) at an individual airport, the Company will discuss with the Union whether an additional badge is necessary and incorporate into Local Riders. 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 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 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.

ARTICLE 31: DISASTER RELIEF

In cases where severe weather or other extraordinary events causes an employee's to be absent or tardy due to road closures, flooding, etc., the Employer will not issue discipline or points. The Employee will be required to submit proof of conditions that made timely attendance impossible.

In the event of an extraordinary event which result in a partial or complete closure of the employer operations, the company shall pay up to one (1) days of lost time for scheduled employees or shall negotiate with the Union in the event of a longer closure.

ARTICLE 32: PAYSTUBS

The Employer will establish office hours for employees to secure copies of payroll stubs at all locations until there is mobile device access to payroll records.

ARTICLE 33: BADGING

Company will pay for new hire badging process. Company will pay for renewal of badge if completed prior to badge expiration. The Employee will pay for the badge replacement if necessary if lost or damaged. Failure to return badge upon termination of employment. The Cost will be deducted from the Employee's final paycheck.

ARTICLE 34: TRAINING FUNDS

The Employer agrees to continue being a participating employer in the Service Worker Training and Education Partnership Fund ("STEP Fund" or "Fund"), at all the locations so noted below in this Agreement effective January 1, 2026 ("Effective Date").

The Employer agrees to contribute to the Fund for each employee covered by this Agreement except at locations listed in their Riders, the sums listed below to the STEP Fund. Contributions shall be due monthly for all payroll weeks ending in the prior month for the purpose of providing benefits or such new, merged or consolidated plan(s) as may be adopted by the Trustees. Said monthly contributions, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, shall be furnished to the Fund no later than the fifteenth (15th) day of the month following the month for which the work was performed for which the contributions are owed.

	Locations w/o FLL/TUS	RIC/MSY	ATL
•Effective 1/1/26 –	\$0.05 per hour	\$0.05	\$0.07
•Effective 1/1/27 –	\$0.05 per hour	\$0.08	\$0.08
•Effective 1/1/28 –	\$0.05 per hour	\$0.10	\$0.10

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.

#### ARTICLE 35: PARENTAL LEAVE, PREGNANCY AND POST-PREGNACY

Section 1. Effective January 1, 2026, the Employer shall provide to all employees, with at least twelve (12) months of seniority, four (4) weeks of paid parental leave to help provide additional time to bond and connect with a newborn child, legal permanent guardianship or legally adopted child.

Section 2. Delaware North provides reasonable accommodations to qualified employees whose ability to perform their job functions is limited by pregnancy, childbirth, pregnancy-related medical conditions, or breastfeeding. The Company will engage in an interactive process with any employee that requests a pregnancy-related reasonable accommodation under this Policy. Requested pregnancy accommodations will be granted if they are reasonable and do not result in an undue hardship to the Company. Requests for a pregnancy accommodation will be evaluated on a case-by-case basis.

#### Workplace Reasonable Accommodations.

A. Pregnancy Workplace Accommodation. If an employee needs a pregnancy- related workplace accommodation, including but not limited to: modified duty work assignment, more frequent or additional breaks, assistance with lifting or carrying, modifications to equipment or assigned duties, or temporary transfer to another position, the employee should contact Human Resources.

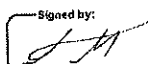
B. Lactation Reasonable Accommodation. The Company will also provide reasonable break times for employees to express breast milk for nursing a child. If an employee needs such a break, the employee should alert their manager or Human Resources, who will work to find a place for these breaks that is private in nature and free from the view of co-workers and the public.

#### ARTICLE 34: DURATION

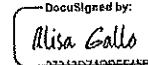
This Master National Agreement shall be effective as of August 1, 2024, and remain in full force and effect until July 31, 2028, and thereafter from year to year unless sixty (60) days prior to said expiration date, or any anniversary date thereof, either party gives timely written notice to the other of an intent to terminate or modify any or all of its provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day.

Delaware North -  
Travel Hospitality Services

Signed by:  
  
\_\_\_\_\_  
03A9BE783UZZB4FD  
Scott Socha  
Group President, Travel Hospitality Services

UNITE HERE

DocuSigned by:  
  
\_\_\_\_\_  
07343D74D6FF48B  
Alisa Gallo, Designee  
UNITE HERE

# RIDER 10: MINNEAPOLIS--SAINT PAUL INTERNATIONAL AIRPORT (MSP)

## A. WAGE RATES AND INCREASES

Minimum Classification Rates Shall be:

Classification	7/1/24	1/1/25	1/1/26	1/1/27	1/1/28	7/1/28
Baker	\$19.55	\$20.05	\$20.80	\$21.55	\$22.05	\$22.55
Cashier	\$17.55	\$18.50	\$19.25	\$20.00	\$20.50	\$21.00
Cook1	\$21.00	\$21.50	\$22.25	\$23.00	\$23.75	\$24.25
Dishwasher	\$17.05	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50
Food Prep	\$17.05	\$19.50	\$20.00	\$20.25	\$20.75	\$21.25
Utility Worker	\$17.05	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50
Busser	\$15.57	MW+ \$0.50	MW+ \$1.00	MW+ \$1.00	MW+ \$1.00	MW+\$1.00
Server	\$15.57	MW	MW	MW	MW	MW
Bartender	\$15.57	MW	MW	MW	MW	MW

MW = Airport Minimum Wage

+MW = The Increase in the Airport Minimum Wage shall be applied to each individual rate if over the classification rate.

Bussers: Effective January 1, 2025, Bussers will be paid Minim Wage plus \$0.50 per hour. Effective January 1, 2026, Bussers will be paid Minim Wage plus \$1.00 per hour.

Employees shall receive the increase per the above scale, if the employee is above the scale the employee shall receive the difference between the new wage scale and previous scale.

New Hire Schedule: Non-tipped associates hired after the date of ratification will start at \$.50 below the classification rate and after 6 months be brought up to the classification rate.

## B. TRANSIT/PARKING REIMBURSEMENT:

Employees shall be entitled to \$40.00 a month for mass public transit taken to work or for the full cost of airport parking during work provided they have perfect attendance for the previous month.

## C. EMPLOYEE MEALS

Employees shall be entitled to one (1) meal at 50% cost (some items form the menu with higher food cost will be excluded from this discount). Employees scheduled to work six (6) hours or more shall be five a thirty (30) minute unpaid break period, which shall not be interrupted. Tipped employees will be given a thirty-minute unpaid break only if they request it. 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.



#### D. BENEFIT RATE

Bussers, Servers, and Bartenders: In addition to their regular hourly wage (being minimum wage), these employees will be paid an additional hourly wage rate of \$5.00 per hour for all vacation, personal days, bereavement pay, report-in pay, and jury duty pay.

#### E. SHIFT DIFFERENTIAL

All employees scheduled to work and clocking in prior to 5am shall receive a \$1.00 per hour shift differential.

#### F. OVERTIME

Overtime and premium pay will be paid for working over 40 hours per week at a rate of 1.5X Pay. (No Daily or 6<sup>th</sup>/7<sup>th</sup> day premiums).

#### G. PAID SICK AND PERSONAL DAYS

The Company will follow the terms and conditions of the Local/State Sick pay laws. In addition, employees, after completion of the probationary period shall be allowed paid personal days based on the table below 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 provide a written request at least one (1) week 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 off shall be paid the straight-time hours up to a maximum of eight (8) or ten (10) hours, as applicable. (See benefit rate above to Tipped employees rate of pay for Paid Personal Days.)

Completion of probationary Period	1 Personal Day
1 <sup>st</sup> Anniversary and every anniversary thereafter	2 personal days