

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**HOST INTERNATIONAL INC.**

**And**

**UNITE HERE LOCAL NO. 17, AFL-CIO**

**at the**

**MINNEAPOLIS / ST. PAUL INTERNATIONAL AIRPORT**

**December 2, 2018 – December 1, 2024**

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## AGREEMENT

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

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

### ARTICLE 1 PURPOSE AND COVERAGE

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

### ARTICLE 2 UNION RIGHTS AND OBLIGATIONS

1. Recognition - The Employer recognizes the Union as the sole collective bargaining agent for food and beverage employees listed in Schedule "A" and covered by this Agreement and the Union agrees that the employees shall work for the Employer upon the terms and conditions set forth in this Agreement.
2. Union Shop and Membership - It shall also be a condition that all employees who are members of the Union on the effective date of this Agreement shall remain members of the

Union or pay fees in lieu thereof. Furthermore, any of these employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first day of this Agreement, become and remain members of the Union or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.

3. Check-off - The Employer shall check off uniform monthly Union dues and initiation fees and/or other standard fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct dues or fees, signed by the employee. Deductions for check off should be submitted to the Union by the tenth (10<sup>th</sup>) of each month, but in no event, later than the twentieth (20<sup>th</sup>) of the month. New applications will be sent to the Union with the monthly billings.
4. Electronic Authorizations - The Union will provide to the Employer verification that the dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written application form, or by any other means of indicating agreement allowable under state and/or federal law.
5. Employee Information - The Employer shall provide each month to the Union an updated electronic bargaining unit list of employees including name, address, telephone number (home and mobile), social security number, email address (where applicable), classification, date of hire, and seniority date. The Union will provide a secure process for sending the information electronically.
6. Hold Harmless - The Union agrees to hold the Employer harmless from any action or actions commenced by any employee against the Employer for any claim arising out of a deduction once the monies in dispute have been received by the Union pursuant to the dues check-off provision. However, in the event that the deduction was improperly made by the Employer as a result of a clerical error or failure to take appropriate action upon written notification by the Union that an employee has revoked the check-off authorization, the Employer agrees to hold the Union harmless from any action or actions commenced by any employee against the Union resulting therefrom.
7. Bulletin Board - The Employer agrees to provide a space for the posting of routine Union notices. Union representatives shall be permitted to post official Union notices when requested to do so by the Union and where approved by the General Manager.
8. Union Buttons - All employees shall be permitted to wear their official Union button; size shall be no larger than two (2) inches in diameter. No other Union buttons shall be permitted to be worn by employees whose work is predominantly in public areas.
9. Employee Discussion - Employees shall have the right to discuss Union business and other matters at all times, provided that such discussions take place on the employee's break time or at the employee's own workstation and do not interfere with the operation of the business, service to a customer, or the work of other employees.

10. Visitation - A duly authorized officer or Representative of the Union will be permitted to visit the premises of the Employer at all reasonable times for the purpose of transacting any business for the Union. However, the representative shall first make their presence known to the General Manager or otherwise designated member of management, and the Employer's business shall not be disrupted.
11. Tip Check-off - The Employer agrees to honor political contribution deduction authorizations from employees in the following form:

*I, \_\_\_\_\_ hereby authorize and direct the PAYROLL DEPARTMENT OF \_\_\_\_\_ to deduct from my salary the sum of \$ \_\_\_\_\_ per week and to transmit that sum to the UNITE HERE TIP Campaign Committee. My signature shows I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) this authorization is voluntary, and contributing to the UNITE HERE TIP Campaign Committee is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amounts proposed by UNITE HERE are only suggestions; I may contribute more or less than those amounts, and I will not be favored or disadvantaged by UNITE HERE or the employer because of the amount of my contributions or my decision not to contribute; and (5) only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute. Contributions or gifts to the UNITE HERE Tip Campaign Committee are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me. This authorization shall apply while I am employed by my current employer and while I am employed by any future employers that have contracts or bargain collectively with UNITE HERE Local 17.*

*Signature of Employee \_\_\_\_\_*

12. Copies of Agreement - The Employer agrees to provide copies of the collective bargaining agreement to all new hires along with the Employer's handbook and/or rules. Both the Company and the Union shall split the costs for printing.
13. Union Presence at Orientation - Union Representatives shall be afforded the opportunity to meet with new hires for thirty (30) minutes during the new employee's orientation session, or within the first thirty (30) days of employment if the Employer does not hold an orientation session within that time frame, without Employer representatives present. The Union shall provide advance written notice of any Union representatives designated to conduct such sessions. Any time spent by such authorized representative will be unpaid. New hires participating in the session will be on paid time. The Employer agrees to provide the Union with a schedule of orientation meetings.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

1. Rights to Manage - The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business. The Company alone shall have the full and exclusive authority to determine and direct the policies, procedures, and methods of operating its business. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not confined to, the right to determine, and from time to time, to re-determine the number, types and locations of its rooms and operations, and the methods, equipment and processes to be employed; to discontinue or automate methods, equipment, processes or operations; the right to determine the qualifications for new employees, and to select its employees; to determine the size and composition of its work force, to determine production and work schedules and methods of work and production; to determine the number and type of equipment, machinery, materials and supplies to be used or operated and the products to be manufactured, processed or sold or the services to be rendered or supplied; to hire, promote, transfer, assign, lay off, and recall employees to work; to reprimand, discharge, or otherwise discipline employees, to determine job content and the amount and type of work needed, to determine and make the assignments of work; to schedule the hours to be worked on each job in each room and in each shift; to discontinue, transfer, assign or subcontract all or any of its business operations; to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department, room or operation; to determine the amount of supervision necessary, to control and regulate or discontinue the use of supplies, equipment, machinery and processes and any other property owned, used, leased or possessed by the Company; to establish, modify and enforce reasonable plant rules or regulations, policies and practices; to introduce new, different or improved methods, means and processes of transportation, production, maintenance, service and operation; and, otherwise, generally to manage the plant and direct the work force; the Company's failure to exercise any function or right in any particular way shall not be deemed a waiver of its rights to exercise such function or right, nor to preclude the Company from exercising the same, in some other way not in conflict with the express provisions of this Agreement.
2. Non-Inclusive Employer Rights - The above enumerated rights of management are not all inclusive but indicate the types of matters which belong to and are retained by the Company.
3. Rights Retained - Except as specifically abridged, delegated, granted, or modified by this Agreement, or by any supplementary agreements that may be made hereinafter, all of the rights, powers, and authority of the Employer existing prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of management.
4. Excess of Minimums - Nothing shall preclude the Employer from paying wages in excess of the minimums provided for within this Agreement, in recognition of merit or length of service, and the Employer may freely initiate and discontinue experimental programs intended as incentives or as positive reinforcement for employees, including but not limited

to programs in the area of attendance, safety or recruiting. The union shall be notified of such experimental programs.

5. Electronic Surveillance - The Employer is free to conduct any form of electronic surveillance of its premises that is permitted by law.

#### **ARTICLE 4** **NO STRIKE OR LOCKOUT**

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

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

There shall be no lockout by the Employer.

#### **ARTICLE 5** **WAGES, GRATUITIES AND JOB CLASSIFICATIONS**

1. Minimum Rates and Merit Increases - The minimum Hourly Wage Rates for all covered employees under this Agreement shall be as listed on the attached Schedule "A". It is understood that these are minimum hourly wage rates and the Employer, in consideration of merit or length of service, may pay in excess of same.
2. No Reduction - There shall be no reduction of wages due to the signing of this Agreement nor shall employees be required to pay for any work-related equipment currently being furnished by the Employer or beverages that are consumed during authorized breaks. It is understood that said free beverages are limited to cups of regular coffee and soda from



fountain dispensers, and it is further understood that the consumption of such beverages is subject to the Employer's policies and procedures for such consumption.

3. Wage Discrepancy Claims - All wage discrepancy claims must be presented in writing to the employee's appropriate Store Manager within fourteen business days after receiving pay covering the period in which the discrepancy occurred. The Store Manager may seek the assistance of the Accounting Office or any other appropriate source for information that would lead to resolution of the claim. Upon request, all agreed upon wage adjustments of at least fifty dollars (\$50.00) shall be paid to the employee by special check within three (3) days of notifying the Employer of the discrepancy. For discrepancies of less than fifty dollars (\$50.00), all agreed upon wage adjustments must be paid no later than the pay period following such agreement.
4. Pay on Termination - All terminated employees shall receive all monies due not later than the pay period following termination provided the Employer's termination procedures have been completed. Employees involuntarily terminated shall receive all monies owed them within twenty-four (24) hours of termination.
5. New Job Classifications - Should any classification not listed in this Agreement be established by the Employer during the term hereof, falling within the jurisdiction of the Union, the parties agree that they will negotiate an agreeable wage rate for such classification which shall then be included in and become part of this Agreement. If the parties fail to reach an Agreement, the matter shall be resolved through the Grievance and Arbitration Procedures of this Agreement.  
  
Carry-over Pay - Any non-tipped employee moving to a new classification will receive the minimum rate of pay for that classification.
6. Combination Work - Employees assigned to a job classification other than their own which involves a higher rate of pay shall be paid the higher rate of pay for all hours worked in that classification provided that the time is in excess of one and one half (1 ½) hours in the workday.
7. Gratuities - All gratuities shall be the sole property of the serving person or persons and no employee shall be required to pay the service charge on the tipped portion on any credit card charge.
8. Training Pay - The Employer may designate employees, to function as trainers for new employees. Employees who are designated to train shall receive one dollar (\$1.00) per hour above their current rate of pay for those hours in which they are conducting training. Starbucks Certified Trainers and Starbucks Certified Daily Ops Leaders are not eligible for Training Pay.
9. Perfect Attendance/Mass Transit/Parking Reimbursement - Employees with perfect attendance during a month (no absences or tardiness) shall be entitled to reimbursement of forty dollars (\$40.00) for that month for mass public transit taken to work or for airport parking during work. The employee shall be responsible for keeping track of their attendance/tardiness record and for applying for the reimbursement on a form to be

provided by the Employer, accompanied by the receipt for mass public transit or parking. Application for reimbursement shall be submitted by the employee no later than the 15th day of the following month.

10. Benefit Rate for Tipped Employees – Benefit Rate for Tipped Employees for all non-working time, e.g., vacation pay, holiday pay, etc., effective July 1, 2022, all tipped employees shall receive the MAC Minimum Wage.
11. Statement of Wages - The Employer shall make available to each of its employees at the time of payment of wages, a statement showing the name of the Employer, name of employee, hours worked at straight-time pay, hours worked at premium or overtime pay, rate(s) of pay, Vacation pay, holiday pay, Vacation accrual, and authorized deductions.

## **ARTICLE 6**

### **HOURS OF WORK, OVERTIME AND PREMIUM PAY**

1. No Guarantee - This Agreement constitutes no guarantee of hours or periods of work.
2. Normal Workweek - The normal workweek shall consist of five (5) days per week, which days shall be consecutive, forty (40) hours per week. However, a forty (40) hour workweek is not guaranteed, and the Employer may schedule employees for less than forty (40) hours per week or less than five (5) days per week.
3. Categories of Scheduling - There shall be two (2) categories of weekly scheduling with distinct overtime requirements for each. The categories and overtime requirements are as follows:
  - a) Five (5) Day Workweek - Overtime will be paid at one and one-half (1 1/2) times the regular hourly rate of pay for times worked in excess of eight (8) hours in any one workday.
  - b) Four (4) Day or Less Workweek - Overtime will be paid at one and one-half (1 1/2) times the regular hourly rate of pay for times worked in excess of ten (10) hours in any one (1) workday.
4. On-Call Employees – On-call employees shall be paid at the rate of one and one half (1 ½) times the regular hourly rate of pay for time worked in excess of forty (40) hours per week.
5. Weekly Overtime - Time worked by an employee covered by this Agreement in excess of forty (40) hours in anyone (1) workweek shall be considered as overtime and shall be paid for at the rate of one and one-half (1 ½) times the regular hourly rate of pay.
6. Overtime Work - Overtime work shall be offered on the basis of seniority per Article 9.5.(e).
7. No Duplication of Overtime - There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours worked.

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

**ARTICLE 7**  
**UNIFORMS AND LOCKERS**

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

**ARTICLE 8**  
**MEALS AND BREAKS**

1. Meals - Employees scheduled to work six (6) hours or more shall be given a thirty (30) minute unpaid break period, and an eleven-dollar (\$11.00) allowance for a meal at any HMSHost quick serve location, to be consumed on their unpaid break in accordance with the Company's Meal Policy. An employee's unpaid break shall generally not be interrupted. If any employee is required to work any portion of the break period, they shall receive their regular rate of pay for the entire break period.
2. Breaks - All employees shall be granted a ten (10) minute break for every four (4) hours worked during the time that is appropriate for that unit.

**ARTICLE 9**  
**SENIORITY**

1. Definition - Company Seniority shall mean the employee's length of service with the Company.  
  
Job Classification Seniority shall mean the employee's length of service in the establishment in the classification categories as listed in Schedule B. Such seniority shall be established by holding a regularly scheduled shift in a classification category. Employees who work on an intermittent basis in a classification category other than their primary one shall not build seniority in those categories.
2. Full-time, Part-time and On-Call Employees
  - a) Full-Time Employees

Employees who are regularly scheduled to work or who are paid for an average of thirty (30) or more hours per week are considered full-time employees. Unpaid hours during an approved leave of absence shall not be included in the calculation of the average weekly hours for the determination of maintenance of full-time status. Full-time Employees may be scheduled for up to forty (40) hours per week consisting of five (5) consecutive days or four (4) consecutive ten (10) hour days, exclusive of meal periods, as determined by management and if available. This does not constitute a guarantee of hours. Other benefits plans may have their own eligibility requirements, which shall govern the Employee's eligibility for those plans.

b) Part-Time Employees

Employees who are regularly scheduled to work or who are paid for less than an average of thirty (30) or more hours per week are considered part-time employees. The Company may employ part-time, on-call, and temporary employees, and schedule them as needed. Employees shall be scheduled as provided in the seniority provisions of this Agreement, provided no full-time employee is displaced, and that the Company intends to maximize the number of full-time shifts available. The Company agrees to meet with the Union on a case-by-case basis to discuss any concerns with the Company's implementation of this provision.

c) On-Call Employees

Employees who are hired or approved to work on an on-call basis shall not accumulate seniority. For those employees who choose on call work the following guidelines shall be applied:

a) An employee desiring to move from full-time or part-time status to on call status may submit a bid for any open on call position. An employee awarded an on-call position must remain in an "on call" status for a period of not less than three (3) calendar months. After three (3) calendar months in on-call status, and employee may return to regularly scheduled work by bidding on any open position in their classification.

b) On Call Associates must be able to cover shifts as needed and be available to work and work a minimum of four (4) shifts per calendar month in order to retain their employment, provided they were offered a minimum of four (4) shifts for any calendar month.

c) Employees who are in on-call status as of the date of the Arbitration Award will retain their current seniority, but will not accumulate any additional seniority, and will be required to work the four (4) minimum shifts per calendar month as outlined above.

d) When business conditions require a reduction in the workforce, the most senior of those being laid off within a classification subject to lay-off shall have the option of being placed in on-call status and continuing to accrue seniority, or to be laid off. Employees accepting on-call status shall be allowed to accumulate seniority for a period of one (1)

year, or the Employee's length of service at the time of being placed on the on-call list, whichever is lesser.

3. Probationary Period - All new employees shall be considered as probationary employees for the first ninety (90) days of service, during which time they may be dismissed at the discretion of the Employer without recourse by the Union under any provision of this Agreement. After completing the probationary period, the employee's seniority shall then date from the first day of their current period of employment.
4. Creation of New Shift - Any new shift or vacated shifts shall be subject to bid by the senior qualified employee in that classification desiring the shift in accordance with Section 5(a) below. The foregoing language is not intended to be used to cover scheduling errors, employee call-offs or no shows or, in general, to undermine seniority rights.
5. Use of Seniority - The Employer and Union agree to recognize seniority in the following areas:
  - a) Posting of Open Positions - All open positions including temporary positions expected to be of at least thirty (30) days duration (posted as such) will be posted. Where permanent changes in scheduling of shifts occur, and ability and past performance are equal, classification category seniority shall prevail. Employees bidding a new schedule vacate their rights to their prior schedule. Anyone bidding a temporary schedule must, at the end of the temporary assignment, take an open shift, or if no shift is available, go on-call if there is an on-call shift available for their classification.
  - b) Full Work Week - Employees may bid on schedules in more than one (1) work location in order to fill-out their work week, provided it does not result in overtime nor break-up a schedule.
  - c) Schedule Bidding Process – It is the right and responsibility of management to create and post within the unit the work schedules required. A work schedule so posted must be accepted as posted, i.e., with hours of work and days off as posted and shall first be awarded within that unit by classification seniority.

The Employer agrees to place schedules up for bid when there is a significant change in flights and/or business levels in a unit, or upon the closing of a unit or the opening of a new unit, which adds or deletes at least seven (7) schedules in a classification in a particular unit. If the schedule change does not add or delete at least seven (7) schedules in a classification, the schedules will be rebid by the affected classification in the affected unit only.

If there is no qualified employee within the unit and classification who submits a bid, then the Employer may assign the schedule or fill the position by posting the vacancy outside the unit. If there is no qualified employee from outside the unit who submits a bid, then the Employer may fill the position by hiring from outside the bargaining unit.

- i) The date and schedule for bidding along with the new schedules for bid will be posted a minimum of seven (7) days in advance of the bid in the units.
- ii) Bidding will be done by classification seniority and each associate will have a minimum of twenty (20) and a maximum of thirty (30) minutes to make their selection.
- iii) New schedules shall be posted a minimum of seven (7) days prior to the first date of the new schedule.
- iv) Employees on leave of absence during schedule bidding will have the schedule they bid held for them for the duration of the leave with the held schedule to be posted and filled as a temporary opening.
- v) Employees dislocated, laid off, or forced to become an on-call employee due to remodeling shall be guaranteed the right to return to their previously held schedule when such schedule becomes available. If such schedule no longer exists, they shall be offered a reasonably comparable schedule upon reopening.

The Employer agrees to conduct a one-time airport-wide shift bid by classification when all units have reopened following the COVID-19 pandemic and the Parties determine that passenger traffic at MSP warrants it.

- d) Holidays - Employees regularly scheduled to work the day on which a holiday falls shall work the holiday. However, where operating hours are changed, the designated schedules will be divided equally, while honoring the Employee's normally scheduled day-part. Requests off for holidays must be made a minimum of twenty-one (21) calendar days in advance, and will be honored according to seniority, while not being unreasonably denied.
- e) Overtime/Relocation - Where unscheduled overtime is required, it shall be offered on the basis of seniority within the classification of those working in the unit at that time. In such cases, the overtime will be offered first to the most senior employee and if not accepted by volunteer(s), such overtime will be assigned to the least senior employee. It shall be Management's prerogative, however, to discount seniority where the employee accepting the work would work a greater amount of overtime hours than other eligible employees.

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

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

- g) Layoffs and Recall - The Employer may elect to offer voluntary layoffs by company seniority in the affected classifications before requiring mandatory layoffs. If management does not obtain enough volunteers for layoff in a given classification as set out above, the Employer shall honor seniority to reduce the workforce, i.e., the most junior employees being laid off first. Recall shall be done in accordance with Article 9.9 below. During layoffs or reduction in the work force, the employee with the least seniority in the job classification affected shall be laid off first. When the working force is again increased, employees on layoff shall be recalled in the order of their job classification seniority, unless circumstances have occurred during the layoff which make them disqualified. Ability to perform the work available shall be a determining factor in following the principle that the last employee laid off will be the first employee rehired.
  - h) On-Call Due to Lay off - The Employer agrees there shall be no use of scheduled overtime in a classification where there are employees who are in on-call status due to layoff. Forced on-call employees in on-call status due to layoff shall have preference to hours over employees who are on call by choice.
  - i) Reduction of Hours - When employees work schedules are involuntarily reduced by eight (8) hours or more per week, such employees shall have the right to recover hours lost as they become available, in order of their seniority, provided they advise management of their desires, in writing, to work additional hours. This section shall be applied prior to consideration of the provisions of Article 6.14.
6. Classification Seniority - Employees changing classification categories shall begin their seniority in the new classification category upon assuming a regularly scheduled shift, and seniority shall continue to accrue as long as the employee works in the classification category. During layoff or reduction in the work force within a classification category, an employee may exercise any accrued seniority to revert to the least senior shift in the classification category from which they were last transferred if the employee would otherwise lose their employment with the Employer. The employee will retain all seniority formerly accrued in the original classification category and will not lose accrued vacation benefits.
7. Bumping – Bumping shall not be permitted except in cases of reduction in workforce and layoff of employees.
8. Elimination of Entire Weekly Schedule - In the event an employee's entire weekly work schedule is eliminated and that employee has seniority over other employees in the classification category who the senior employee is qualified to replace, the senior employee may bump any such individual within a unit with less seniority who has a schedule with the same or fewer hours before exercising their right under Section 7 of this Article.
9. Notice of Recall - Where an employee is notified at the time of layoff when they are to report back to work, they will promptly report at such time without further notice. When an employee is not notified at the layoff time when they are to report back to work, they shall be given three (3) days' notice of when to report back to work if the period of layoff



has been less than fourteen (14) days. If the layoff period extends for fourteen (14) days or more, the employee shall be given seven (7) days' notice of the time to report back to work. Notice to report back to work shall be given by a letter to the last address properly furnished to the Employer by the employee. While waiting for an employee to report back to work, the Employer may utilize any other available employee. In the event an employee fails to report for work in compliance with the above provisions, they shall be deemed as a voluntary termination. Layoffs which exceed a period of the lesser of one (1) year or the employee's length of service shall be considered just cause for discharge. Seniority shall continue to accrue during the layoff period.

10. Loss of Seniority - An employee's seniority will be lost for the following reasons:
  - a) Voluntary termination.
  - b) Failure or refusal to report for work as scheduled after an accident, injury, or sickness when the treating or consulting physician reports the injured employee physically fit to return to work.
  - c) Exceeding an authorized leave of absence.
  - d) Discharge for cause as described in Article 12.
  - e) Entering a settlement approved by a State District Court or receiving an award relating to Worker's Compensation benefits for total permanent disability benefits.
  - f) Engaging in gainful employment while on leave of absence, subject to Section 13.2.
  - g) Failure to report to work without notice for two (2) consecutive days is deemed job abandonment and constitutes a voluntary quit.
11. Moving to Supervisory Position - An employee who accepts a supervisory position and remains a supervisor for a period greater than thirty (30) days shall lose all bargaining unit seniority. Employees returning to their previous classifications within the bargaining unit prior to thirty (30) days shall suffer no loss of seniority or benefits.
12. Seniority List - The Employer shall furnish an accurate seniority list to the Union within ten (10) days of the date of which this Agreement is signed. Thereafter, the Employer shall notify the Union of each employee who has been separated from employment. Seniority lists shall be updated quarterly and forwarded to the Union office. The Employer agrees to notify the Union of all new hires.
13. Probationary Period - New Classification - An employee promoted to a higher or lower paying classification shall serve a twenty (20) working day probationary period. During the probationary period, the Employer may return the employee to their previously held classification for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification. Employees returning to their previous classification in this manner shall suffer no loss of seniority.

14. "Same Hire Date" - Seniority - In the event two (2) or more employees begin work on the same day, a numerical suffix will be attached to the seniority date of such employees based on the employee's identification number (EMPLID). The employee with the lower number shall be deemed the more senior.
15. Vacancy or Promotion - Whenever a vacancy or promotion occurs, excluding those created by leaves of absence or vacation, those employees who apply will be considered for filling of vacancies or promotions. When skills and ability are equal, the senior employee shall have preference over other employees, job applicants or candidates referred by the Union. However, the Employer reserves the right to make final determination of skill and ability, as well as the applicant chosen. A successful bidder shall not be allowed to bid on another classification for six (6) months. Employees will be limited to one successful bid within their classification (excluding a group bid) once every three (3) months.  
  
Certification in the concept must be completed before bids will be awarded. Certification is required for all concepts both quick serve and casual dining. As an exception to the above, any employee who has made in writing (to the Human Resources Department) a timely request to train for a new concept and such training has not been scheduled by management may be awarded the shift and certified prior to assignment to the unit.
16. Extra Shift Seniority - No regularly scheduled employee working their regularly scheduled shift shall have their hours reduced before an employee in the same job classification who is not on a regularly scheduled shift, provided On-Call employees shall be cut first. Management shall only approve filling such shifts within a job classification if business levels are high enough to require it.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

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

Step 1 - The employee may take up the matter with their supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist them with Step 1 if they so desire.

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

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

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

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

## **ARTICLE 11**

### **ARBITRATION PROCEDURE**

1. Arbitration Procedure - If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate within fourteen (14) calendar days after the Employer or the Union has made its final written answer as provided in Step 3, unless the Employer and the Union mutually agree in writing to extend the time limit, in which event the grievance shall be arbitrated according to the following procedure:

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

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

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

After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS) at no cost to the parties.

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

## **ARTICLE 12**

### **DISCIPLINE AND DISCHARGE**

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

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

2. Discharge - The Employer reserves and has the right to discharge any employee for just cause, but it is further agreed that no employee shall be discriminated against in discipline because of their lawful Union activities. For purposes of this Agreement, just cause for discharge shall include, but not be limited to, the following:
- a) Drinking of alcoholic beverages or being under the influence of or in possession of or sale, use or transfer of alcoholic beverages or drugs<sup>1</sup> on Company time or premises.
  - b) Misappropriation or mishandling of Company funds or property.
  - c) Physical fighting on the premises of the Employer.
  - d) Gross insubordination.
  - e) Verbal or physical threats or abusive language directed at others.
  - f) Willful destruction of Employer's property.
  - g) Excessive absenteeism or tardiness.
  - h) Manipulation of checks or transactions with intent to defraud the Employer or customer.
  - i) Negligence or recklessness resulting in a serious accident while on duty.
  - j) Conviction of a job-related felony in a court of law.
  - k) Walking off the job, punching out or leaving the workplace without permission.
  - l) Employee is on layoff for one (1) year, or the employee's length of service, whichever is the lesser.
  - m) Failure to report to work for two (2) consecutive days without notifying the Employer shall be considered a voluntary quit.
  - n) Failure to return to work as scheduled from an authorized leave of absence shall be considered a voluntary quit.
  - o) Gambling while on Company time or in work areas.<sup>2</sup>
  - p) Creating or contributing to the presence of a hostile work environment.

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

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

- q) Continued or egregious poor job performance, including poor customer service.
- r) Any employee deemed ineligible for employment as determined by MAC.
- s) Sleeping on the job if not on a break.
- t) Airport/TSA violations.

u) Serving alcohol to underage patrons

3. Discharge Review Time Limits - Any employee who feels they have been unjustly discharged shall have the right to appeal to the Union and file a grievance, as permitted by the applicable provisions of this Agreement.
4. Written Notices - Written warnings, final written warnings, notices of suspension and notices of discharge, which are to become part of the employee's file shall be read and signed by the employee. Such signature shall in no way be an admittance of wrongdoing on the part of the employee. A copy of such warnings and/or notices shall be given to the employee and scanned and emailed to the Union. All disciplinary notices shall be given to the employee without undue delay.
5. Suspensions, Final Warnings and Discharges - All suspensions, final warnings, and discharges will be in written form and copies will be scanned and emailed to the Union promptly upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted. No employee shall be placed on suspension pending investigation status longer than five (5) calendar days. The Employer shall follow up with issues raised by Union/employee within five (5) calendar days.
6. Personnel Files - The Employer's Human Resources Department shall, at reasonable times and at reasonable intervals upon the request of an employee, permit that employee to inspect such employee's personnel file on their own time during regular office hours and within the sight of a management representative. This shall be permitted within twenty-four (24) hours of the employee's written request (provided that this falls within regular business hours). Employees are not allowed to remove any part of the official record.
7. Discipline Investigation - The Employer shall advise the employee of the right to Union representation prior to any investigatory meeting that may result in discharge. Any employee may request the presence of an authorized Union Business Agent or Union Steward or one (1) Committee Member during any fact-finding investigatory meeting which is likely to result in discipline or discharge, and at which meeting the selected individual can be available within twenty-four (24) hours. In the event the employee requests the presence of a specific individual who is not available within twenty-four (24) hours this time period shall be extended to forty-eight (48) hours.
8. Interpreters - Upon the request of an employee, the Employer shall provide interpreters for employees not fluent in English during any investigate interview that may lead to discipline or discharge.

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

**ARTICLE 13**  
**LEAVES OF ABSENCE**

1. Coordination with Applicable Laws - The Union and the Employer agree to follow all federal, state, and local laws, regulations, and guidelines with respect to the administration of all Leaves of Absence. Where the provisions of this Agreement are more favorable to

the employee than those provided under law, the terms of this Agreement shall prevail, law permitting.

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

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

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

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

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



the employee shall not engage in gainful employment subject to the exception granted in Articles 13.2 and 13.3. In determining if such leave shall be granted the General Manager or Designee will take into consideration all other leave taken, including leave taken under Section 13.2. All leave, when looked at cumulatively, shall not exceed one (1) year.

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

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

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

7. Return from Leave –

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

#### **ARTICLE 14** **BEREAVEMENT LEAVE**

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

funeral arrangements or attend the mourning service of their spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, domestic partner as defined by Minneapolis city ordinance, grandmother and grandfather. The foregoing notwithstanding, Bartenders and Servers shall be paid at the benefit rate, as defined in Article 5.10.

**ARTICLE 15**  
**JURY DUTY**

1. Jury Duty - Non-probationary employees who are called for jury duty and serve as jurors on regularly scheduled workdays shall be paid the difference between the amount received for such service and their straight time hourly earnings, not to exceed their daily scheduled hours per day, nor fourteen (14) days in any calendar year. The foregoing notwithstanding, Bartenders and Servers shall be paid the difference between the amount received for such service and the benefit rate as defined in Article 5.10

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

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

**ARTICLE 16**  
**HOLIDAYS AND PERSONAL DAYS**

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

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

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

2. Holidays Not Worked - Holiday pay for employees with six (6) months of seniority or more shall be eight (8) hours for full-time (or ten hours for those working a four day, 10-hour

schedule), and four (4) hours for part-time employees. Holiday pay for eligible Servers and Bartenders shall be computed using their benefit rate, as defined in Article 5.10.

- a) Holidays Not Worked Without Management Approval - An employee who is regularly scheduled to work on a recognized holiday, and who does not work, shall not receive holiday pay unless such absence was approved by the Employer. Requests off for holidays must be made a minimum of twenty-one (21) calendar days in advance, and will be honored according to seniority, while not being unreasonably denied.
3. Holidays Worked - Each non-probationary employee covered by this Agreement who works on a recognized holiday and who works their regularly scheduled shift immediately before and after the holiday worked, shall receive their regular holiday pay, plus pay at the straight-time rate for the first eight (8) hours worked on the holiday (for the first ten (10) hours if the employee has a customary ten-hour shift). Such requirements of working the scheduled day preceding and following a holiday may be waived by the Employer in extenuating circumstances.
4. Five (5) Day Workweek - Any hours worked in excess of eight (8) hours on a recognized holiday by employees who work a five (5) day workweek shall be compensated at two (2) times the employee's straight-time rate.
5. Four (4) Day Workweek or Less - Any hours worked in excess of ten (10) hours on a recognized holiday by employees who work a four (4) day workweek or less, shall be compensated for at two (2) times the employee's straight-time rate.
6. Seniority on Holidays - Work on holidays shall be on a seniority basis as provided in Article 9.
7. Holiday During Vacation Period - Where an employee is entitled to a paid holiday as provided above, and the holiday falls within the employee's vacation period, such employee shall be allowed an additional day of vacation with pay, or holiday pay, at the option of the Employer.
8. Computation of Overtime - Pay for a holiday not worked shall not be considered as time worked for purposes of computing overtime. Employees shall not be rescheduled to defeat the purpose of holiday pay unless by mutual agreement between the Employer and the employee(s).
9. Paid Personal Days - This provision shall expire effective January 1, 2023 and be replaced with Flex Time.

Employees, after completion of two (2) full years of employment, shall be allowed forty (40) hours of Paid Personal Days per anniversary year, to be taken in full-day increments of eight (8) or ten (10) hours, as regularly scheduled. To use a Paid Personal Day or Days, employees shall file a written application on a form to be supplied by the Employer at least two (2) weeks in advance of the day or days requested. The Employer shall not unreasonably deny a requested day or days off. An employee on a Paid Personal Day or Days shall be paid the straight-time hours up to a maximum of eight (8) or ten (10) hours,

as applicable. Paid Personal Days for Servers and Bartenders shall be paid at their Hourly Benefit Rate, per Article 5.10. Paid Personal Days are not cumulative and must be used in the anniversary year granted. Employees who are on approved leave of absence are eligible for Paid Personal Days; however, on-call employees are not.

10. Flex Time - Effective January 1, 2023, replace paid Personal Days with the HMSHost FLEX TIME policy. Employees will begin accruing Flex Time as of this date.

In order to ensure a fair transition, on January 1, 2023, employees with one (1) or more year of seniority will receive five (5) personal days for use in 2023, in addition to any remaining personal leave from 2022 anniversary dates.

The Company offers flex-time to eligible associates for the purposes of providing paid time off for any personal reason. Examples include:

- Illness
- Health and Wellness Activities
- Caring for a sick dependent or family member
- Time off to observe any holidays not recognized by the Company
- Personal appointments and errands that occur during business hours
- To seek medical treatment, social services, legal or law enforcement assistance, or prepare for or participate in civil or criminal proceedings related to domestic violence, stalking or sexual assault for an associate or member of an associate's family.
- In the event of closure of an associate's work location or associate's child's school or care center due to a public health emergency.
- For any reason covered under applicable state or local leave laws

This policy is intended to comply with applicable paid sick leave laws in all jurisdictions where the Company has associates. It is each associate's responsibility to reserve sufficient flex-time to attend to issues such as personal illness, the illness of a family member, or other sick leave purposes.

Usage - An associate must take flex-time to be paid flex-time pay. Associates may not receive flex-time pay and regular pay for the same period. Flex-time hours are not included when calculating overtime pay. Flex-time is not paid out upon termination of employment except where otherwise required by law.

Associates must obtain management approval through Kronos prior to the posting of the unit's next schedule to use flex-time off except in situations when advance notice is not possible.

Eligibility - All full-time and part-time associates are eligible for flex-time.

Accrual - Associates will begin to accrue flex-time immediately upon the first day of employment and are able to use it as it becomes available.

- A. New Hires will accrue up to forty (40) hours within the first year of employment based on the actual number of hours paid. During the first year of employment, an accelerated accrual formula allows associates to potentially reach the maximum of forty (40) hours in five (5) months.
- B. Once an associate has reached the maximum accrual of forty (40) hours in their first year of service, the associate will no longer accrue flex-time until their next Anniversary Date.
- C. Associates who have completed one year of service will accrue up to forty-eight (48) hours based on the actual number of hours paid.
- D. After an associate has accrued the maximum of forty-eight (48) hours of flex-time in any service year, the associate will no longer accrue additional flex-time until their next Anniversary Date.
- E. The amount of flex-time an associate may accrue and use during the Service Anniversary Year is capped at 48 hours subject to state and local laws.

<b>Field Non-Exempt Associates</b>		
<b>Years of Service</b>	<b>Maximum Flex-Time Accrual (per Service Anniversary Year)</b>	<b>Accrual Rate (per hour)</b>
New hire up to 1 year	40 hours	0.045455
1+ years of service	48 hours	0.023077

Carry-Over - An associate may carry-over up to a maximum of forty-eight (48) hours of flex-time each Service Anniversary Year; however, your flex-time balance may never exceed forty-eight (48) hours except where required by state or local law.

Flex-time in Conjunction with Attendance Policies - When an associate uses their available flex-time balance, it cannot be applied against location-specific attendance policies or procedures provided any notice requirements are complied with. However, if an associate does not have available flex-time, such absence/tardiness may be subject to location-specific attendance policies or procedures.

If the company suspects flex-time abuse, including patterns of absences, the company may require documentation verifying the associate's need for the leave at the associate's expense, which may result in corrective action up to and including termination.

No Retaliation - Associates shall not be retaliated against for the proper usage of accrued flex-time under this policy.

**ARTICLE 17**  
**VACATION PLAN**

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

<u>Amount of Vacation:</u>	<u>Maximum Accrual</u>
6 months up to 5 years	40 hours
5 years to 10 years	80 hours
10 years to 15 years	120 hours
15 years to 25 years	160 hours
25 + years	200 hours

4. Vacation Pay Upon Termination of Employment – As stated in the Plan, upon termination of employment, employees shall be paid for their accumulated unused vacation leave.
5. Carry Over of Vacation Time - The Employer shall not require that employees use all of their vacation time by the end of each year. Employees may carry over up to three hundred and twenty (320) hours of vacation leave.
6. Contradictions between Sections 17.3, 17.4, and 17.5 above and the Plan – The intent of the parties in referencing the Plan provisions set forth above is to assist the employees' understanding of the Plan's benefits to them. In the event of any contradiction between the Plan and the language stated above, the Plan provisions shall prevail.
7. Vacation Requests - To the extent business requirements permit, written employee requests to the employee's immediate supervisor for specific periods in which to take vacations will be submitted not less than thirty (30) days nor more than one hundred eighty (180) days prior to the requested dates of vacation and will be honored on a first come, first serve

basis; provided, however, when more than one employee submits a vacation request in the same week for the same vacation period, seniority shall prevail.

8. Vacation Confirmation - Subsequent to submission of the written vacation request the Employer shall inform the employee of approval or disapproval of the vacation period requested, in writing, within two (2) weeks.
9. No Change in Scheduled Vacation - Once a specific written request for vacation has received the Employer's written approval, the approved vacation dates shall not be changed unless by mutual consent of the Employer and the employee.

## **ARTICLE 18**

### **STATE AND FEDERAL LAW**

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

## **ARTICLE 19**

### **FITNESS FOR DUTY**

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

## **ARTICLE 20**

### **HEALTH AND WELFARE**

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

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

change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

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

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

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

An eligible employee is defined as a full-time employee (those who are regularly scheduled to work twenty-six (26) or more hours per week).

The following classes of employees shall be covered by this agreement and eligible for contributions to the Fund. All food and beverage employees who are employed by the Employer in its food and beverage operations at Minneapolis-St. Paul International Airport, including but not limited to: Server, Bartender, Barista, Fast Food Attendant, Host, Grill Cook, Sushi Cook, Maintenance, Food Prep, and Utility/Shipper.

3. Monthly Contributions - Conditioned on the individual employee’s co-premium obligations, if any, first being satisfied by the employee through payroll deduction or direct payment, the Employer shall contribute the sums stated below for each eligible employee, who is required and who elects coverages from the Fund.

Gold Plus PPO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/23	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/24	\$695.28	\$1,428.85	\$1,159.76	\$2,059.52

Silver Plus PPO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/23	\$553.34	\$1,180.14	\$923.00	\$1,639.09



1/1/24	\$561.64	\$1,197.84	\$936.85	\$1,663.68
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Dental HMO – Monthly Rates

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

Vision – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	Single + <u>Spouse</u>	Single + <u>Child(ren)</u>	<u>Family</u>
1/1/23	\$3.34	\$7.13	\$5.58	\$9.90
1/1/24	\$6.97	\$12.65	\$13.27	\$20.48

Effective January 1, 2023 through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary for all of the above-mentioned options, as determined by the Fund, to sustain benefits. The Employer will absorb, up to a maximum increase of eight percent (8%) over the previous year’s contributions. For an annual contribution rate increase in excess of eight percent (8%), the eligible employee will contribute the amount in excess of eight percent (8%) in addition to their co-premiums. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer’s participation pursuant to the Fund’s Minimum Standards.

The parties agree that the employees’ portion of the contribution rates for Silver Plus medical cannot be more than twenty-five percent (25%) of the entire premium for single coverage only.

4. Employee Co-premiums - Employees shall be eligible for Silver Plus Medical single health coverage at a rate of five percent (5%) of the monthly rate, and Single Gold Plus Medical at a rate of ten percent (10%) of the monthly rate. Dependent Health Care monthly employee contribution will be the difference between what the Employer would pay for single coverage under Silver Plus Medical and the full cost of any other plan.

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

Effective, January 1, 2023 and to the extent such benefits are available through Unite Here health, eligible employees and their spouses and dependents may enroll in short term and long-term disability insurance coverage, individual life insurance coverage, spousal life insurance coverage, and dependent life insurance coverage, through Unite Here Health. Employees will be responsible for one hundred percent (100%) of the premiums and any other costs of these coverages.

5. Self-pay Portal - The following shall apply to a consistent group of employees working in the Server and Bartender classifications (“Self-pay Employees”). A list of the Self-pay Employees shall be provided to the Fund prior to December 1, 2022.

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

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

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

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

## **ARTICLE 21** **PENSION**

1. Pension Agreement – Employer is a Participating Employer of the UNITE HERE Workers Pension Fund, National Plan, (hereinafter called the “Fund”). The Employer agrees to become a party to the Agreement and Declaration of Trust dated January 14, 1949, as amended, which established the Fund as a jointly administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers, which term may include the Fund, the Union or subordinate organizations. The Employer further agrees and consents to the Employer-designated Trustees of said Fund to serve as such in accordance with the aforesaid Agreement and Declaration of Trust.

The Employer shall contribute to the Fund, on or before the tenth (10th) of each month, an amount per employee, covered by the collective bargaining agreement, as indicated below:

6/1/2019:	\$0.83	6/1/2020:	\$0.86
6/1/2021:	\$0.89	6/1/2022:	\$0.92
6/1/2023:	\$0.95		

for each hour worked during all payroll weeks ending in the prior calendar month. The Employer shall be required to contribute for new employees beginning the first of the month following the employee’s sixtieth (60th) day of employment.

All contributions shall be payable to the UNITE HERE Workers Pension Fund and shall be remitted to the office of the Fund.

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

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

2. Pension Unfunded Liability – The Fund shall have no authority to alter the contribution rates contained in this Agreement or the provisions regarding on whose behalf contributions shall be made, such as waiting period and eligibility for contributions, for the period December 2, 2018 through December 1, 2024. The Fund further shall not increase benefits until such time as any unfunded liability has been eliminated. Furthermore, when the Fund is fully funded, the Fund shall not increase benefits until such time as contributions will adequately cover such increased benefits. Should the Fund take action in contradiction to any of the representations made herein above, then the Employer in its sole discretion may cease making further contributions and request a reopener to offer an alternative retirement plan.

## **ARTICLE 22**

### **SUCCESSORS AND ASSIGNS**

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

cause of the discontinuance of business is beyond the control or knowledge of the Employer. If the Employer fails to give affected employees the two (2) weeks' notice and no suitable alternative employment is provided, the employees shall receive two (2) weeks' pay.

**ARTICLE 23**  
**SAVINGS CLAUSE**

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

**ARTICLE 24**  
**FULL AGREEMENT**

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

**ARTICLE 25**  
**WORK RELATED INJURIES**

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

hours spent in Safety Committee meetings at the appropriate rate, including premium and overtime rates.

**ARTICLE 26**  
**FINANCIAL INSTITUTION DEDUCTIONS**

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

**ARTICLE 27**  
**CASH HANDLING**

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

**ARTICLE 28**  
**SHOP STEWARDS**

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

**ARTICLE 29**  
**LABOR MANAGEMENT COMMITTEE**

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

**ARTICLE 30**  
**TERM OF AGREEMENT**

This Agreement shall become effective December 2, 2018 and shall remain in full force and effect through and including December 1, 2024. This Agreement shall continue from year to year thereafter unless either party gives written notice by registered mail, return receipt, to the other party and to the Federal Mediation & Conciliation Services, to be received no more than ninety

(90) days nor less than sixty (60) days prior to December 1, 2024 or any yearly anniversary date thereafter, of intention to reopen or modify the Agreement.

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

HOST INTERNATIONAL, Minneapolis/St.  
Paul International Airport

UNITE HERE Local 17

*Robin O'Neill*

*Christa Sarrack*

Robin O'Neill  
Sr. Director of Operations

Christa Sarrack  
President, Local 17

October 24, 2022 Date

October 24, 2022 Date

*Brian Donohoe*

Brian Donohoe  
Sr. Director, Labor Relations

October 24, 2022 Date

**SCHEDULE A  
MINIMUM WAGE RATES**

<b>Classification</b>	<b>1/1/21</b>	<b>7/1/21</b>	<b>12/31/21</b>	<b>7/1/22</b>	<b>7/29/22</b>	<b>1/1/23</b>	<b>1/1/24</b>
MAC Min Wage (MMW)	\$13.25	\$14.25	\$14.25	\$15.00	\$15.00	MMW	MMW
Server	\$13.25	\$14.25	\$14.25	\$15.00	\$15.00	MMW	MMW
Bartender	\$13.25	\$14.25	\$14.25	\$15.00	\$15.00	MMW	MMW
Barista <sup>1</sup>	\$15.00	\$15.00	\$17.00	\$17.00	\$19.00	\$19.00	\$19.00
FFA	\$15.00	\$15.00	\$17.00	\$17.00	\$19.00	\$19.00	\$19.00
Hostess	\$13.25	\$14.25	\$14.25	\$15.00	\$19.00	\$19.00	\$19.00
Grill Cook	\$15.00	\$15.00	\$19.00	\$19.00	\$21.00	\$21.00	\$21.00
Sushi Cook	\$16.00	\$16.00	\$20.00	\$20.00	\$20.00	MMW +\$5.00	MMW +\$5.00
Maintenance <sup>2</sup>	\$16.00	\$16.00	\$20.00	\$20.00	\$20.00	MMW +\$5.00	MMW +\$5.00
Food Prep	\$13.25	\$14.25	\$14.25	\$15.00	\$15.00	MMW	MMW
Utility/Shipper	\$13.25	\$14.25	\$16.00	\$16.00	\$18.00	\$18.00	\$18.00

Starbucks Baristas are also eligible for the following Starbucks Development Incentives: \$0.50 increase upon attaining Barista Basic Certification, \$0.50 increase upon attainment of Starbucks Trainer Certification, and \$1.00 increase upon attainment of Daily Operations Leader Certification. Incentive increases will be effective with the first day of the next pay period following certification. Current associates who already have these certifications will receive the respective pay increase on the first day of the payroll period following the Arbitration Award.

Opportunities to attain Certified Trainer and Daily Ops certification will be offered to all Baristas equally.

Maintenance engineers are also eligible for the following certification incentives:

\$1.00 increase upon attaining OSHA 10 certification

\$3.00 increase upon attaining HVAC EPA Universal certification

Incentive increases will be effective with the first day of the next pay period following certification.

Current associates who already have these certifications will receive the respective pay increase on the first day of the payroll period following the Arbitration Award.

### **Across-the-Board Increases**

Date of Arbitration Award\* - Non-tipped associates: \$0.40

Employees must be on the payroll on the effective date of the Arbitration Award in order to be eligible for the .40 increase. Associates with less than one year of service as of the date of the Arbitration Award will not be eligible for the Arbitration Award .40 increase. Associates who have already received .40 or greater as a result of a classification increase on 8/1/21,12/31/21 or 7/1/22 will not receive the “date of award” across the board increase. Associates who received less than .40 increase to the new classification rates will receive the difference of the classification increase and the across-the-board increase.

January 1, 2023\* - Non-tipped associates: \$0.80.

January 1, 2024\* - Non-tipped associates: \$0.40.

Employees must be on the payroll on the effective date of the designated increase in order to receive the 1/1/23 and 1/1/24 prescribed increase. These across-the-board increases will be applied first to eligible associates. If after applying the across the board increase the Associate remains below the minimum classification rate, they will be moved to the minimum rate. Specifically, associates who received less than .40 increase to the new classification rates will receive the difference of the classification increase and the across-the-board increase.

\* (First day of the next payroll period following Award)

### **Culinary Longevity Increase**

Cooks with thirteen (13) or more years’ service at the time of the Arbitration Award will receive an additional one-time increase of .40 cents effective with the first pay period following the Arbitration Award.

Employees must be on the payroll on the effective date of the designated increase in order to receive the prescribed increase. Across the board increases will be applied first. If after applying the across the board increase the Associate remains below the minimum classification rate, they will be moved to the minimum rate.

### **STARBUCKS ADDENDUM**

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

### **FORMER "ANCORP EMPLOYEES" ADDENDUM**

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



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

Sick Leave

- a) "Ancorp Employees" shall be entitled to five (5) days' sick leave each full year of service with the "Employer" for the duration of the Agreement.
- b) There shall be no accumulation of unused Sick Leave from year to year.
- e) Sick Leave shall be payable with the third (3rd) day of illness and upon reasonable proof of illness if requested.