

SKY CHEFS, INC.

AGREEMENT
Between

SKY CHEFS, INC.

and

UNITE HERE

Covering
Flight Kitchen, Commissary, and Related Employees

Effective date August 22, 1969
Most Recently Amended:

April 7, 2016

TABLE OF CONTENTS

I.	RECOGNITION	3
II.	AIRLINE CATERING OPERATIONS AND NON-AIRLINE CATERING OPERATIONS	4
A.	RATES OF PAY	4
B.	FRINGE BENEFITS	5
C.	CHANGES IN RATES OF PAY	5
D.	CHANGES IN FRINGE BENEFITS, TERMS, AND CONDITIONS	5
III.	SYSTEM BOARD OF ADJUSTMENT/ARBITRATION	6
A.	ESTABLISHMENT	6
B.	GRIEVANCES	7
IV.	SECURITY OF EMPLOYMENT - SENIORITY	10
V.	DISCHARGE AND DISCIPLINE	12
VI.	AMENDMENT	14
VII.	ADMINISTRATION	14
VIII.	NO STRIKE OR LOCKOUT	16
IX.	MANAGEMENT RIGHTS	16
X.	UNION SECURITY	17
XI.	NON-DISCRIMINATION	17
XII.	NO REDUCTIONS	17
XIII.	WITNESS SIGNATURE PAGES	18
	EXHIBIT A: Fringe Benefits and General Conditions of Employment	19
1.	HOURS OF EMPLOYMENT	19
2.	WAGES	20
3.	HOLIDAYS	20
4.	VACATIONS	21
5.	HEALTH AND WELFARE	22
6.	PENSION	23
7.	REPORTING PAY	23
8.	EMPLOYEE MEALS	24
9.	UNIFORMS	24
10.	PAID SICK LEAVE	25
11.	LEAVE OF ABSENCE	26
12.	FUNERAL LEAVE	28
13.	JURY DUTY	28
14.	NO LOSS OF WAGES	28
15.	TOOL REPLACEMENT	29
16.	SEVERANCE PAY	29
17.	EMPLOYEE PARKING	29
18.	PROMOTIONAL OPPORTUNITIES	29
19.	401(k) PLAN	30
20.	WORKER'S COMPENSATION	30
21.	BARGAINING UNIT WORK	30
	EXHIBIT B: Sky Chefs Units Covered by the Master National Agreement	32
	EXHIBIT C: 2016 Health Care Options	33

SKY CHEFS, INC.

MASTER NATIONAL AGREEMENT FLIGHT KITCHEN, COMMISSARY, HOTEL/MOTEL, RESTAURANT AND RELATED EMPLOYEES

THIS AGREEMENT, made the 22nd day of August, 1969, and amended the 21st day of December, 1972, and further amended October 23, 1975, June 29, 1979, September 1, 1982, November 1, 1985, November 1, 1988, November 1, 1991, June 1, 1995, December 1, 2003, October 22, 2006, June 12, 2008, April 2, 2012, and April 7, 2016 by and between Sky Chefs, Inc. (name changed from Flagship International, Inc.) (the Company), the employees in its service comprising the craft or class of flight kitchen, commissary, hotel/motel, restaurant and related employees, as represented by the UNITE HERE INTERNATIONAL UNION, (the Union), formerly known as the HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES INTERNATIONAL UNION, formerly known as Hotel and Restaurant Employees and Bartenders International Union, for itself and its constituent local Unions and Joint Boards, in accordance with the provisions of the Railway Labor Act, as amended.

WITNESSETH:

WHEREAS, the Company and the Union desire to establish general conditions of employment and procedures which will insure the peaceful, speedy and orderly adjustment of differences without compulsion, coercion, strikes, boycotts, picketing, slowdowns, or other interferences with the smooth operation of the business of the Company or interruptions to employment; and

WHEREAS, the parties seek to avoid unnecessary friction resulting from litigation, legal debate and controversy; and

WHEREAS, the Company agrees that employees shall be treated in a respectful and courteous manner at all times; and

WHEREAS, the parties have agreed to use voluntary efforts to achieve industrial stability under the structure provided by the Railway Labor Act;

NOW, THEREFORE, the parties do hereby agree as follows:

I. Recognition

The Union has shown satisfactory proof to the Company that it represents more than a majority of the system wide craft or class of flight kitchen, commissary, kitchens preparing food for retail sales, frozen food plants, other alternative business models and related employees. Included in the craft or class are employees throughout the United States and its territories (including, but not limited to the Virgin Islands and Puerto Rico) who are now or may in the future be employed by the Company and its subsidiaries (including firms controlled or managed by the Company). Excluded are supervisors, guards, management employees, office clerical employees, and employees outside of the United States and its Territories. The Company therefore has recognized the Union as the exclusive bargaining agent for the employees in said system wide units as identified in Exhibit B Sky Chefs Units covered by the Master National Agreement attached hereto.

II. Airline Catering Operations and Non-Airline Catering Operations

Airline Catering Operations (covering both on and off airport, flight kitchen, or commissary services)

and

Non-Airline Catering Operations (including on-airport terminal operations, on-airport non-food service operations, and alternate business models)

A. Rates of Pay

1. Rates of pay for Job Classifications in the same locality will be negotiated between the Company and the Union. Each party may use criteria and methods concerning economic factors, industry factors, local factors, operations, and position qualifications in preparing for wage rate negotiations.

Employees shall receive rates of pay which reflect the negotiated rates for each of the corresponding job classifications in the same locality in which they perform most of their services as set forth in the annexed Local Wage Supplements.

The Local Wage Supplements annexed hereto are made a part of this Agreement and set forth the rates applicable at the relevant location until changed by new Local Wage Supplements as provided herein.

2. Local Wage Supplements establishing the rates of pay of future Sky Chefs units will be negotiated between the Company and the Union and shall be established in the same manner as the existing Local Wage Supplements, or shall be such rates as are otherwise mutually agreed upon.
3. If the parties are unable to agree upon the rates, the matter shall be referred to the System Board of Adjustment/Arbitration. Employees in each locality shall receive rates of pay which reflect a fair and reasonable wage in the locality in which they perform most of their services. At the discretion of the System Board of Adjustment/Arbitration, the Board may take into account all relevant factors including but not limited to:
 - a. Rates paid other employees in the same or similar classifications in the same locality;
 - b. The existence of Living wage or other wage and benefit laws or regulations specific to the affected airport or City.
 - c. The cost of living in the affected area;
 - d. Prevailing wage rates for comparable work in that market;
 - e. Retention and employee turnover at the affected facility or facilities.

4. The parties expressly agree that, to the full extent permitted by law, the terms of this Agreement shall supersede any state, city, municipal or other local wage or benefit law, ordinance, code, or regulation that might otherwise apply to employees covered by this Agreement. Accordingly, the parties hereby expressly waive the application of any such state, city, municipal or other wage or benefit law, ordinance, code or regulation. The parties expressly agree that this provision shall not exempt the Company from complying with all applicable federal and state minimum wage laws. In addition, this waiver does not permit the Company to reduce benefits and wages currently being provided; therefore, any waiver would be prospective from January 1, 2003.

B. Fringe Benefits

Employees shall receive the Fringe Benefits and General Conditions of Employment set forth in Exhibit A attached hereto, which fringe benefits and conditions shall remain unchanged until the amended date of this agreement unless changed by mutual agreement.

C. Changes in Rates of Pay

Either party may request a change in rates of pay to be incorporated in a Local Wage Supplement at any time following the expiration of twelve (12) months after the last such change. If the Union and the Company are not able to agree, the matter shall be referred to the System Board of Adjustment/Arbitration at the request of either party, and the System Board of Adjustment/Arbitration shall determine what, if any, change in rate (on a cents per hour basis) shall be granted. The changes, if any, shall be effective no later than thirty (30) days from the date of the request.

D. Changes in Fringe Benefits, Terms, and Conditions

No more often than once every four years the Union or the Company may request changes in the fringe benefits, terms, and conditions with respect to employees in a particular locality. If the parties are unable to agree, the matter will be referred to the System Board of Adjustment/Arbitration to determine whether with respect to such employees, the total value of the fringe benefits, terms and conditions provided by the Company equals or exceeds, in the aggregate, the value of fringe benefits, terms and conditions available to employees in the same locality.

If the System Board of Adjustment/Arbitration finds that not to be the case, it shall determine what changes should be made for employees in the locality in question and the effective date thereof (which in no event shall be earlier than the date of the Union's or Company's request). Changes in fringe benefits, terms, or conditions made in accordance with the foregoing will be incorporated in the applicable local supplement.

III. System Board of Adjustment/Arbitration

A. Establishment

The System Board of Adjustment/Arbitration shall consist of one member appointed by the Company, one member appointed by the Union, and a neutral referee. The Company and Union members shall be appointed within ten (10) calendar days after the date of this agreement or within ten (10) calendar days after any vacancy occurs. The neutral referee shall be Mr. David Vaughn so long as he is able to serve, or such other person as the parties may agree upon, but either party may terminate his services by giving thirty (30) calendar days' written notice thereof to the neutral referee and the other party. When the position of neutral referee becomes vacant, the parties shall seek to fill the vacancy within thirty (30) calendar days after the vacancy occurs by submitting to each other a list of six (6) nationally known and experienced arbitrators, preferable with experience in the airline or related industry, along with available biographical and professional information about each arbitrator listed.

From the pool of twelve (12) arbitrators, each party may strike four (4) from the other party's list. The parties shall then endeavor to reach agreement on one (1) of the remaining four (4) candidates. Using the four (4) remaining names, each party will "force rank" the candidate list with '1' being the most preferable and '4' being the least preferable. The candidate with the lowest combined score will be selected as the Primary, and each of the remaining candidates will be alternate neutrals, in no particular order.

In the event of a tie, the parties shall then endeavor to reach agreement. If the parties cannot reach agreement, all four (4) candidates' names will be submitted to the American Arbitration Association for selection of the Primary. The decision of the American Arbitration Association is final and binding on both parties.

Each party shall bear its own expenses, and the cost of the neutral referee shall be shared equally by the parties. The decisions of the System Board of Adjustment/Arbitration shall be final and binding.

If the primary neutral referee selected pursuant to paragraph 2 or paragraph 3, is unavailable to hear an Article V Discharge and Discipline Termination case within sixty (60) calendar days after the timely appeal of such a case to the System Board of Adjustment/Arbitration, a letter will be sent to the three (3) alternate neutrals and the one with the earliest date available will be selected for that case.

A grievance requiring the interpretation or application of Article VIII No Strike or Lockout may be heard only by the Primary Neutral Referee. Either party may terminate the service of an alternate neutral by giving thirty (30) calendar days written notice thereof to the alternate neutrals and the other party. In no event shall a neutral be terminated while cases are scheduled on his docket.

B. Grievances

In all cases, Company management and employees shall seek to resolve issues prior to a grievance being filed. In the event of unresolved issues, any grievance or dispute involving interpretation or application of this agreement may be submitted by either the Union or the Company.

In the case of matters submitted by the Union the following procedure shall be followed:

Step 1:

- a) A written grievance shall be filed with the Company's General Manager in the unit concerned within ten (10) calendar days after the Union or the employee affected becomes aware of the conditions giving rise to the complaint. A written grievance shall include specific details of the alleged violations, citation of specific MNA provision clauses to have been violated, and specific remedy being sought.

Each grievance shall be signed by either the employee(s) affected, a Shop Committeeperson, or an authorized local Union Representative.

In the case of a class action, at least one Employee from the class must be listed and sign the grievance or the appropriate Union Representative shall sign the grievance on behalf of the group.

- b) **Step 1 Meeting:** In order to ensure appropriate and competent use of the Step 1 grievance process, a local Union Representative, the grievant, and local management shall meet on each grievance in an attempt to settle it. This meeting shall be conducted within ten (10) calendar days of the filing date unless both parties mutually agree to extend.

The Company's General Manager or designee will respond in writing to the written grievance submitted by the business representative of the local Union within fourteen (14) calendar days after the grievance was filed unless both parties mutually agree to extend. The Company's Step 1 response shall be signed by the responsible local management representative.

Step 2:

- (a) If the matter is not settled at the local level as a result of the Step 1 meeting, the International Union may appeal it to the Company's designee within thirty (30) calendar days of the grievance, unless both parties mutually agree to extend that deadline.

- (b) **Step 2 Fact-Finding Hearing:** A Step 2 Fact-Finding hearing will be held within thirty (30) days after the Company's designee has received the Step 2 appeal unless both parties mutually agree to extend that deadline. After the Step 2 Fact-Finding hearing is held the Company shall respond with its decision in writing within fifteen (15) days after the date of said hearing.

If no Step 2 hearing is held, the Company and the International Union shall meet monthly to decide the disposition (settled, withdrawn, or appealed to Step 3 Panel) of any grievance which has not been scheduled for Step 2 Fact-finding Hearing within thirty (30) calendar days of the filing of the grievance. During this monthly meeting, the Company and the Union agree to share all relevant information, evidence, and documents pertaining to the grievance.

Step 3 Panel:

- (a) The Step 3 Panel will be comprised of two (2) representatives of the Union and two (2) representatives of the Company. The designated Co-Chairpersons of the Union and Company will preside over the Hearings of the Step 3 Panel.
- The International Union will designate the Union's Co-Chairperson.
 - The Company will designate the Company's Co-Chairperson.
 - The Co-Chairpersons will designate the Secretary of the Step 3 Panel.

All grievances not heard at Step 2, not scheduled to Step 2, or not resolved at the monthly meetings as referenced in Step 2 above may be filed to the Step 3 Panel by the Company or the Union within thirty (30) calendar days after the decision in Step 2.

- (b) The Step 3 Panel shall conduct regular hearings four (4) times per year, every three (3) months for two (2) consecutive days, commencing upon ratification of this agreement. (March, June, September, and December). The hearings will begin at 9:00 a.m. and conclude at 5:00 p.m. daily unless otherwise modified by mutual agreement of the members of the Step 3 Panel. The Co-Chairpersons shall each determine two (2) meeting locations per year. Panel dates and locations will be established for the year in advance.
- (c) Grievances may be scheduled to the Step 3 Panel by the Company or the Union by sending a Request for Step 3 Panel Hearing notification to the Secretary of the Step 3 Panel in writing as well as to the opposing party at the same time and in the same manner.
- (d) The "cut-off" for making the docket for a Step 3 Panel is fifteen (15) days prior to the scheduled Panel date. Requests for Hearing must be received by the Secretary on or before the "cut-off" date for the cases to be docketed. Only discharge cases and/or cases which involve continuing liability may be added to the Docket after the cut-off date.
- (e) Requests for hearing may be withdrawn or postponed, but in no event can the Union or Company be permitted to postpone the same hearing more than one (1) time. Postponements must be submitted no less than eight (8) days prior to the hearing date, by notifying the opposing party, and the Secretary in writing. After both parties have exercised their right to unilaterally postpone the hearing one time each, a continuance will be accepted so long as both parties have mutually agreed and by notifying the Secretary in writing within the timelines described above.
- (f) The presentation of cases before the Step 3 Panel is limited to representatives from the Union and the Employer only. Attorneys are not allowed to present cases before the Step 3 Panel. The grievant may also be present during the hearing. Witnesses may be called to testify on behalf of the parties.
- (g) Written statements may be presented in lieu of live testimony only if the statements are legible, notarized, and have been presented to the opposing party at least ten (10) days prior to the hearing date. Statements obtained by the opposing party in rebuttal to these written statements must also be legible, notarized, and presented to the other party at least three (3) days prior to the hearing date. Written evidence can be used at the Step 3 Panel only if that same written evidence had been presented to the opposing party at some prior step of the grievance procedure. The party presenting the written

evidence must also have five (5) additional copies of their documents, four (4) for the Panel members and one (1) for the opposing party.

- (h) The party filing the Request for Step 3 Panel Hearing will present its case first, except when the case involves discharge or suspension in which instance the Employer will present its case first.
- (i) The parties will be given every reasonable opportunity to present their respective case. However, the Co-Chairpersons have the complete discretion to limit proof in any manner they jointly deem necessary. Only evidence pertaining to the particular issue generally will be permitted, but evidence of progressive discipline may be introduced if deemed relevant.
- (j) The Step 3 Panel shall have the authority to apply and interpret all provisions of the applicable Agreements to the extent necessary to render its decision.
- (k) After each party has presented its case, the Step 3 Panel members, in executive session, will voice their position. During executive session, all other persons will leave the hearing room. After a decision has been agreed to by a majority of the panel, or if a deadlock is reached, all interested parties shall be called into the hearing room and advised of the outcome.
- (l) The Secretary shall prepare written minutes of the Step 3 Panel. These minutes shall briefly outline the nature of the disputes, the facts as determined by the Step 3 Panel, and the decisions reached. The Secretary shall distribute copies of the minutes to the Step 3 Panel members, all Local Union Representatives and the Employer.

Step 4 System Board of Adjustment /Arbitration

- (a) If the Grievance is not resolved at the Step 3 Panel, the International Union or the Company may appeal the matter to the System Board of Adjustment/Arbitration within twenty one (21) calendar days after the decision of the Step 3 Panel. It is the intent of the parties that all termination grievances shall be heard by the System Board of Adjustment/Arbitration within sixty (60) calendar days of the request for hearing and within ninety (90) calendar days for all other matters. By mutual agreement, cases may be heard earlier or later.
- (b) The System Board of Adjustment/Arbitration shall conduct regular hearings three (3) times per year, every four (4) months (April, August, and December) for two (2) consecutive days, upon ratification of this agreement. The hearings will begin at 9:00 a.m. and conclude at 5:00 p.m. daily unless otherwise modified by mutual agreement of the members of the System Board of Adjustment/Arbitration. The dates and locations shall be determined based on the Arbitrators' availability. Dates and locations will be established for the year in advance.
- (c) At any point in the grievance process, the parties may, by mutual agreement, refer a grievance or group of grievances to mediation. The mediation shall be provided by public or private sector entities as agreed upon by the parties. The Company and the Union further agree that the timelines set forth in the grievance procedures be held in abeyance and that either party may terminate mediation and return to the procedures set forth herein. It is understood that unless and until a written settlement agreement is reached between the parties, any mediation is non-binding on the parties.

- (d) The Company and the Union recognize that it is mutually desirable to resolve grievances at the earliest possible stage. Accordingly, at the earliest opportunity and throughout the grievance procedure, the Company and the Union agree to share contents of reports and all other relevant information that form the basis for the action or positions taken by the parties.
- (e) In the case of matters submitted by the Company, the submission shall be signed by the Company's designee and a copy mailed to the General President of the International Union (or her/his designee). The submission shall go directly to the Systems Board of Adjustment/Arbitration.
- (f) The parties desire that the docket of cases before the System Board of Adjustment/Arbitration be kept current. In the event the grieving party fails to meet the time limits provided herein (unless the time is extended by written agreements) the grievance shall be dismissed for lack of jurisdiction. In the event the responding party fails to meet the time limits provided herein, the grievance shall be considered moved to the System Board of Adjustment/Arbitration. It is understood that when a grievance automatically moves to the System Board of Adjustment/Arbitration, the time limits do not begin to run until the grieving party formally submits, in writing, said grievance to that next step.
- (g) The System Board of Adjustment/Arbitration shall have no jurisdiction over damage claims resulting from violation of Article VIII No Strike or Lock Out hereof, but such claims shall be presented to a court of competent jurisdiction, nor shall the System Board of Adjustment/Arbitration have jurisdiction to alter, modify, or add to the terms of this agreement or to any way limit or restrict the Company rights under Article IX Management Rights.
- (h) Matters relating to wages, fringes and conditions shall not be processed through the steps set forth in paragraph 1 but shall be submitted directly to the System Board of Adjustment/Arbitration.

IV. Security of Employment - Seniority

- A. The Company shall have the right to reduce the size of the work forces from time to time, but no employee shall be laid off because of lack of work so long as a junior employee who performs work in the same classification at the same location is not laid off. A non-probationary employee who is laid off and remains qualified will be recalled if the position becomes open within twelve months after he/she was laid off and no more senior employee is in the same status. The laid off employee must advise the Company within 48 hours after notice of recall is received at his/her address in the Company's records, that he/she will return to work within two weeks of receipt of notice, or his/her right to return will be forfeited. An employee on layoff will receive Company Seniority when the employee returns to active employment within 12 months.
- B. Whenever practicable, Company seniority within job classification shall govern in the selection of vacations. Job classification seniority shall govern in the assignment of shifts and days off when vacancies occur. In CSCs with fewer than 60 employees as of the actual date of vacation bid, the bid may consist of a combination of job classifications.

- C. Shift bids will be conducted as indicated by operational schedule changes and other operation conditions, normally twice a year once every 6 (six) months, on written notice to the local Union. Less than twice a year will require the Union's consent; more than twice a year will remain within the Company's discretion, with advance written notice to the local Union. Employees on approved leave of absence or vacation time shall be permitted to participate in the shift bids. The Shop Committeeperson will be provided at least one (1) weeks' notice of upcoming bids, whenever practicable, two (2) weeks' notice of upcoming bids. When the new shift begins, the employee is expected to be present or may forfeit the position in the shift bid.
- D. Employees paid a "lead" differential shall be treated, not separately, but as members of their basic job classification, for purposes of shift bids.
- E. In the event of a layoff, any employee in the bargaining unit subject to layoff may exercise Company seniority in order to return to a job classification limited to the last 2 job classifications held (bumpback). Last 2 classifications shall mean the 2 classifications before the position being laid off. The job classification seniority in the classification to which the employee returns shall be the sum of the job classification seniority during the most recent period and the classification into which the employee elects to bumpback. This new job classification seniority can first be exercised at the next scheduled shift bid. Employees displaced and unable to bumpback into a previously held job classification will have the option of accepting a vacancy in an equal or lower Job Classification based on Company seniority and qualifications, provided no employees are on a recall list for that particular job classification. The employee's pay rate will be based on Company seniority in the new job classification. The Employee shall be assigned a new job classification date starting his or her first day in the new job classification.
- F. Whenever practicable, overtime shall be offered by seniority (most senior first) to available and qualified employees within the classification, and shall be required to be worked by reverse seniority (least senior first).
- G. The parties recognize that Mandatory overtime is a necessary element of the Company's Business. The parties also recognize the need to balance business requirements with employee needs. Accordingly, the Company shall provide 2 hours advance notice to employees required to work overtime.

The Company may require Mandatory overtime with less than 2 hours' notice due to events beyond the Company's control, including, but not limited to, business demands due to weather, up counts, Airline Equipment imbalance, and failure of employees on a prior shift to provide required call-in notice.

Mandatory overtime will be limited to 3 hours/day per employee with a maximum of 12 hours/week per employee. Mandatory overtime may be required of employees, regardless of seniority, where employee specific skills are required to meet the business requirements in each classification.

- H. The Company will have an on-going option at its discretion to offer a Senior Employee Buyout Plan to employees by Seniority and Job Classification, individualized by CSC.

The effect on employees of any proposed Buyout Plan would be reviewed with the Union prior to its offering.
- I. The Company shall not reduce an employee's regularly-scheduled hours as result of any additional hours worked on a prior day or week during the same pay period.

V. Discharge and Discipline

A. During the first 60 days of employment, employees shall be considered probationary employees and may be disciplined or discharged without recourse to the grievance procedures set forth in this Agreement. Once an employee has completed his/her probationary period, the employee may only be disciplined or discharged with just cause; it is understood that the Union has the right to grieve any alleged infractions. The following list of infractions constitutes just cause for purposes of discipline up to and including termination:

1. Drinking or being under the influence of alcoholic beverages or drugs during work hours.
2. Insubordination.
3. Dishonesty or theft.
4. Fighting on the premises.
5. Violation of any house rule or regulation.
6. Insolence or lack of courtesy to the Company, or any supervisor, guest or customer.
7. Failure to perform the services required by the position held by the employee.
8. Failure to maintain reasonable standards of personal appearance, sanitation, and cleanliness required by the Company.
9. Inefficiency.
10. Any physical conditions which endanger the health of a guest, fellow employee or of the employee himself/herself.
11. Failure to report to work as scheduled, except in the case of established illness, which must be verified by a medical certificate or satisfactory evidence.
12. Damage to or loss of the property or equipment of the Company or any of its customers.
13. Violation of Article VIII No Strike or Lockout of this Agreement.

It is understood and agreed that the above enumerated list is not to be all inclusive.

B.

1. An employee shall be permitted to request the presence of an appropriate representative at the time of an investigatory interview that he or she reasonably believes will result in his or her discipline and or discharge.

If an employee requests representation by an appropriate representative as defined in Section B.2. (a Shop Committeeperson, another employee present in the kitchen, or a non-employee Union Representative present at the time) at the time of formal questioning and the person requested is not available, the employee may request another appropriate representative as defined in Section B.2. (a Shop Committeeperson, another employee present in the kitchen, or a non-employee Union Representative present at the time).

2. An appropriate representative shall be:
 - a) A Shop Committeeperson or
 - b) Another employee present in the kitchen or
 - c) A non-employee Union Representative present at the time

Employees acting as a representative in the investigatory interview, when released from their current work duties, shall be on the clock for the duration of the interview. Employees need not be released when doing so will be disruptive to the operation.

3. Whenever possible, if no appropriate representative (a Shop Committeeperson, another employee present in the kitchen, or a non-employee Union Representative present) is available then the meeting shall be postponed until an appropriate representative is available.
 4. The Company shall have the right to refuse to permit the presence of a representative whose presence may compromise the integrity of the investigation.
 5. This provision shall not be construed to otherwise prevent a Shop Committeeperson from exercising his or her rights and responsibilities under Article VII Administration B. to discuss and/or resolve grievances or disputes with his/her department manager if authorized to do so by the local Union.
 6. The investigatory interview does not substitute for or duplicate the functions of the grievance process and the representative shall not interfere with management's investigation.
 7. Whenever practicable, employees shall not be publicly counseled or disciplined. The Company shall make every effort to discuss discipline discreetly. Whenever practicable, investigatory interviews and counseling by the Company shall take place in a private setting.
- C. Discipline shall normally be progressive and corrective in nature. However, it is understood that some offenses or circumstances are of such a serious nature that they may warrant immediate suspension or termination.
- D. Employees will be offered written notice of the reasons for any written discipline within seven (7) days of the incident or whenever the Company could have reasonably become aware of the incident. The time limits to grieve discipline will not start until the offer of written notice is made.
- E. No employee shall be discharged or otherwise disciplined for Union activity, provided that such activity is lawfully conducted and does not constitute a breach of this Agreement, nor for reporting any violation of this Agreement.
- F. No employee shall be required to take a "lie-detector" test except as permitted by law.
- G. Disciplinary notices shall expire twelve (12) months from date of issue and shall not be used as the basis for future disciplinary action.
- H. In the event of investigatory interviews or issuance of discipline, an employee may request to have a translator, if available, to be present in addition to any other appropriate representatives requested by the employee, as identified in Section B.2. (a Shop Committeeperson, another employee present in the kitchen, or a non-employee Union Representative present at the time). Whenever practicable, in the event of coaching and counseling, an employee may request to have a translator present. The Company will make every effort to utilize a translator internally.

VI. Amendment

- A. This Master Agreement establishes permanent procedures for the necessary changes in terms of employment and the settlement of disputes, and shall remain in effect permanently unless otherwise changed or terminated by agreement between the Company and the Union, and shall be for the benefit of and binding upon the parties and their subsidiaries, locals, Joint Boards, successors and assigns, and upon the individual employees concerned. In the event the Company shall be sold as a going concern, it shall be a condition of any such sale by the Company, and shall be provided in the contract of sale, that the purchaser: (1) Assume, as of the date of purchase, the Master National Agreement as amended herein between the UNITE HERE INTERNATIONAL UNION and Sky Chefs, Inc.; (2) hire all Sky Chefs' employees represented by the UNITE HERE INTERNATIONAL UNION; and (3) recognize the UNITE HERE INTERNATIONAL UNION as the duly-designated representative of those employees. If any provision or provisions of this agreement should for any reason become unenforceable at any time in the future, and the parties are unable to agree upon a substitute, the matter shall be submitted to arbitration under Sections 7 and 8 of the Railway Labor Act.
- B. The Company shall not enter into any agreement with employees that conflict with the terms of this agreement, and the General Conditions and Supplements attached hereto.
- C. This Master National Agreement becomes amendable on December 31, 2018.

VII. Administration

- A. Full authority with respect to the collective bargaining relations of the parties and the administration of this agreement shall rest in the General President of the International Union (or her/his designee) and the Company's Chief Operating Officer or her/his designee, and any dispute not otherwise resolved must be referred to them; provided, however, that the day to day administration of the local supplements shall be administered by a local representative as provided in the grievance procedure herein.
- B. Authorized Representative Access
 - 1. Authorized Representatives of the Union shall be admitted to the establishments of the Company at reasonable times and locations provided that said representatives will not interfere with employee's duties during scheduled working hours. The Company shall not unreasonably deny access to any authorized Union Representative.
 - 2. The Union Representatives will comply with all applicable laws, government directives, customer directives, and Company Policies while on Company property. To the extent possible, the Company will provide the Union with all relevant Company Policies. In addition, the Company will inform the Union within 30 days of any relevant Company Policy modification if any new Company Policy is published.
 - 3. Union Representatives shall notify management when entering the property.
 - 4. Meetings with management to discuss grievances and other issues shall be scheduled in advance.
 - 5. Regularly scheduled meetings between management and the Union Representative(s) are strongly encouraged.

6. In locations where no management representatives would normally be available, reasonable advance notification may be required to obtain access.
7. The local Union shall notify local management, in writing, of the names of the authorized Union Representative(s).
8. When a new local Union Representative is assigned an introductory/orientation meeting with management shall take place.
9. The local Union shall have the right to appoint one departmental Shop Committeepeople per shift (morning, afternoon, evening) per department in each unit of the Company, and such individuals are authorized to act as a liaison between the employees and the local business representative. Such Shop Committeepeople may also discuss and/or resolve grievances or disputes with her/his department manager if authorized to do so by the local Union. Written grievances or other such disputes filed with the Company shall be handled by the local business representative in accordance with Article III System Board of Adjustment/Arbitration, Section B Grievances of this Agreement. The work of the Shop Committeepeople will be conducted on other than Company time and shall not interfere with the work of the employees or others or the normal operation of the business.
10. The local Union shall notify the Company, in writing electronically, the names of the Shop Committeepeople at least two (2) times per year and whenever there is a change in the shop committeepeople. The lists shall be sent to the Company's designee for distribution.

The CSC shall notify the Local Union, in writing electronically, the names of the Supervisors, Department Managers, Human Resource Managers, and General Managers at least two (2) times per year and whenever there is a change in the supervisor or manager. The Company shall also notify the Union designee of changes in the General Manager or Human Resources at any CSC.

- C. The Company will provide a bulletin board at each of its establishments on which official Union notices shall be posted.
- D. In order to assure efficient and expeditious administration of this agreement, the parties shall agree to meet at mutually reasonable and convenient times and locations.
- E. Recognizing that it is not possible to address all issues of concern to both parties during the collective bargaining process, the parties agree to continue the formal Labor Management Committee. The objectives of this Committee are to enhance communication, to address problems of significance that arise during the life of the Agreement, and to explore ways in which the parties can work together to make the Company and Employees as successful as possible.

1. Labor Management Executive Committee:

The purpose of the Labor Management Executive Committee is to participate in the quarterly Grievance Disposition Meetings and to resolve issues.

The Labor Management Executive Committee will consist of members from the Company - Director of Labor Relations and Human Resources Director or their designees; and will consist of members from the Union - the Designee, Director of Airport, and Director of Organization, or their designees.

2. Labor Management Sub-Committee:

The purpose of the Labor Management Sub-Committee is to resolve issues and Step 1 Grievances at the local unit levels.

The Labor Management Sub-Committee will consist of members from the Company - General Managers or his designee(s), and will consist of members from the Union - Business Agents and Authorized Union Representatives.

3. Safety Advisory Sub-Committee

A Safety Advisory Sub-Committee will be organized at each unit to discuss how to make a safe, productive, and harmonious workplace.

The sub-committee shall be made up of management and employees. The sub-committee shall meet quarterly. An agenda will be set for each quarterly meeting.

The Safety Advisory Sub-Committee may address employment issues like cold food break issues and frequency of breaks.

- F. Effective upon the signing of this agreement, during the consolidation of existing Sky Chefs Customer Service Centers, the seniority lists for the same or similar classifications will be merged into one list (dovetailing) by job classification seniority. End tailing shall not be allowed.

VIII. No Strike or Lockout

This Master Agreement establishes permanent collective bargaining relationships and equitable procedures for the peaceful resolution of any disputes which may arise. Accordingly, it is agreed that neither the Company nor the International Union, its locals or Joint Boards, nor the employees involved, will engage in any economic action, whether it takes the form of strikes, lockouts, slowdowns, picketing, boycotts, or any other interference with smooth operations, and whether such action is attributable to a dispute over existing contract rights, the negotiation of new contract rights, or to a dispute involving another unit of the Company, another employer or Union. The obligations of this section shall constitute an undertaking which is severable from all of the other provisions of this agreement, and shall continue in effect permanently, notwithstanding the effectiveness of any other provisions.

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

IX. Management Rights

- A. Except as provided in this agreement, including supplements thereto, the Company shall have sole jurisdiction of the management and operation of its business and the direction of its working force. Subject to the terms of this and applicable local agreements incorporated herein as supplements, the Company shall have the unrestricted right (a) to maintain discipline and efficiency, (b) to establish and maintain work rules, procedures, standards and methods, (c) to determine job classification, and (d) to assign employees to duties in any of the various job classifications. The Union recognizes a continuing obligation to cooperate fully in making available the benefits of technological progress and change to the operations of the Company and its customers.
- B. The Company shall have the right to increase the wages and fringe benefits in excess of those provided hereunder but notice of same to the employees shall be jointly issued by the Company and the Union.

X. Union Security

- A. Within sixty (60) calendar days following the beginning of employment with the Company, all employees covered by this agreement shall, as a condition of continued employment, become members of the Union, and shall maintain membership in the Union so long as this agreement remains in effect, provided that this condition of employment shall not apply to an employee to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to any employee to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.
- B. The Company will deduct from the wages of any employee furnishing an assignment which conforms to applicable law the periodic dues and initiation fees (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the appropriate local unit and remit said dues to said local. Periodic dues and initiation fees (not including fines and penalties) will be remitted electronically to the Union from the Company.
- C. The Union will allow part-time dues rates where this is allowed by the Local Union By-laws in that location.
- D. The Union will hold harmless, defend and indemnify the Company and its employees with respect to any and all claims, liabilities, costs and expenses (including attorneys' fees) arising out of or in connection with this Article X Union Security or any action taken under it at the request of the Union, provided that the Union shall have the right to defend against all such claims and that no settlement thereof shall be made without the prior written agreement of the Union.
- E. The Company shall provide the respective local Unions with up to date seniority lists once every two months. This list is to contain the names and last known addresses of employees, their classifications, job classification seniority dates, and departments (ASSEMB, E&S, FOOD, MAINT, STRM, & TRANSP). The Company shall provide a new hire list and a terminations list monthly. These monthly lists will be sent via email electronically. The Union will provide changes in local representatives, regional coordinators, and EMAIL addresses to the Company monthly.

XI. Non-Discrimination

The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder regardless of sex, color, race, creed, national origin, age, sexual orientation, or handicap.

XII. No Reductions

No employee shall suffer a reduction or elimination in pay or benefits previously enjoyed by reason of the signing of this agreement.

XIII. Witness Signature Pages

IN WITNESS WHEREOF, the parties have set forth hereunto their signatures.

AMENDED THIS 7th DAY OF April 2016

Witnesses:

SKY CHEFS, INC.

Valerie Lormier

By: Y. Bruce Murray

UNITE HERE INTERNATIONAL UNION

Lisa Corona

By: J. P. [Signature]

EXHIBIT A: Fringe Benefits and General Conditions of Employment

1. HOURS OF EMPLOYMENT

- (a) The work day shall consist of 8 hours within 8-1/2 hours. The work week shall consist of 5 days within 7 days commencing at 12:01 a.m., Friday. All work performed in excess of 40 hours per week, shall be paid for at a rate of time and one-half the employee's regular rate of pay. Nothing shall prohibit the Company from scheduling a four (4) day, ten (10) hour work week. The four (4) day, ten (10) hour work week shall be scheduled by the Company on consecutive days only.
- (b) In computing the 5 work days in any 7-day work week, or the 4 work days for 4-day, 10-hour employees, days paid for but not worked or days off due to illness shall not be treated as work days for the purpose of pay of time and one-half after 40 hours per week.
- (c) Employees may not be required to make up any days paid but not worked, but if an employee agrees to work on a day not scheduled, during a week with a day paid but not worked, then he/she shall be paid at straight time for that day up to 40 hours worked during that week and at time and one-half, thereafter.
- (d) For Airline Catering Employees, the work week shall consist of five (5) consecutive work days, or four (4) consecutive work days for employees working ten-hour shifts.

For Non-Airline Catering Employees, where and whenever feasible, the work week shall consist of five (5) consecutive work days, or four (4) consecutive work days for employees working ten-hour shifts.
- (e) Employees required to handle money shall be paid their regular rate of pay or premium pay, as the case may be, for all time spent in receiving, counting, or accounting for said monies.
- (f) Where and whenever feasible, the Company shall provide two ten-minute paid breaks for employees with eight hour work schedules. Part-time employees will be provided with one ten-minute paid break.
- (g) Employees shall not be required to return to work with less than ten (10) hours between shifts.
- (h) For the purposes of calculating overtime pay, "regular rate of pay" shall include any lead pay and/or shift differential being regularly received at the time.
- (i) **PART-TIME WORK SCHEDULES:** The Company would limit usage of part-time employees to no more than 15% of the total hours worked per quarter in each kitchen, inclusive of a new worked hour's limitation for benefits eligibility at greater than 29 weekly hours per Benefits Plan Design. The part-time employees would be eligible for paid sick time in accordance with the schedule for new hires going forward.

The Company must meet and confer with the International Union prior to implementing any part-time shifts (beyond what is in existence currently) in the CSCs. If the Company and International Union cannot agree upon the implementation, the Union has a right to grieve and submit to the System Board of Adjustment/Arbitration, any implementation plan that the Union believes violates seniority.

For the purpose of obtaining operational efficiencies using part-time employees, the Company will use its reasonable best efforts to minimize the impact to full time employees.

Determination of the part-time employee designation will be computed using a quarterly retrospective rolling calendar so that employees do not have to worry if their schedule was to occasionally drop to 29 or less hours per week.

2. WAGES

- (a) Effective on the dates set forth on the attached wage supplements for the respective local units, employees shall receive the wage rates set forth in such Local Wage Supplements.
- (b) No employee shall be required to make any contributions to any other employee or person or share gratuities with any other employee or person unless agreed to by the Company and the Union.
- (c) For Airline Catering Employees, whenever an employee is required to replace another employee in a higher paid classification, such employee shall receive the contract rate for the higher paid classification provided that the employee works one (1) hour or more of his/her normally scheduled work day replacing the employee in the higher paid classification.

For Non-Airline Catering Employees, whenever an employee is required to replace another employee in a higher paid classification, such employee shall receive the contract rate for the higher paid classification provided that the employee works two (2) hours or more of his/her normally scheduled work day replacing the employee in the higher paid classification.

3. HOLIDAYS

- (a) All employees will become eligible for the holidays listed below after reaching one (1) year of Company Seniority:

New Year's Day	Thanksgiving Day
Independence Day	Christmas Day
Employee Birthday	
Cesar Chavez Day or some other day that may be substituted by agreement of the parties	

Effective January 1, 2017, Martin Luther King Jr. Day will be added to the holiday list above. Those CSCs that have selected Martin Luther King Jr. Day as their additional "other day that may be substituted for Cesar Chavez Day," will be able to make a new selection.

- (b) Five-day, eight-hour employees who work on any of the said holidays shall receive eight (8) hours of holiday pay in addition to their regular pay. Four-day, ten-hour employees who work on any of the said holidays shall receive ten (10) hours of holiday pay in addition to their regular pay. Employees who do not work on a holiday shall be paid their regular pay for said holidays if (i) said holiday falls on an employee's normally scheduled work day, or, (ii) if said holiday falls on the employee's scheduled day off, provided such employee works his/her scheduled work day prior to and next scheduled work day after said holiday.
- (c) Weekly schedules shall not be changed in any way to avoid holiday pay.
- (d) An employee on paid or unpaid sick leave, on other leave of absence, or on disciplinary suspension or layoff, shall not be eligible for paid holidays. Employees shall be eligible for paid holidays falling within their paid vacation period.
- (e) Employees who are scheduled to work on a holiday and do not report as scheduled shall not receive the holiday pay.
- (f) Any employee who is requested to work on a paid holiday, who is scheduled to work five (5) other days during that work week (or who is scheduled to work), or four (4) other

days during that work week for four-day, ten-hour employees, and who agrees to do so, shall receive two and one-half times his/her regular rate of pay for that work day.

- (g) Holiday pay shall include any lead or shift differential, being regularly received by the employee at the time.

4. VACATIONS

- (a) January 1st of each year, the Company will credit each employee's Vacation account according to the schedule listed below:

<u>Company Seniority</u>	<u>Vacation Hours</u>
6 months up to 1 year of service	24 hours
1 year up to 5 years of service	40 hours
5 years up to 10 years of service	80 hours
10 years up to 20 years of service	120 hours
20 years up to 25 years of service	160 hours
25 years or more of service	200 hours

Employees with ten (10) years or more Company Seniority as of the January 1st vacation credit who separate from the Company for reasons other than layoff, will receive a pro-rated payout of the following year's vacation, based on hours worked, in addition to any unused current-year vacation.

Employees who are laid off may elect:

- To be paid the full balance of unused current-year vacation at the time of layoff (inclusive of any pro-rated accrual for employees whose January 1st seniority was 10 years or more)
- To be paid the full balance of unused current-year vacation one year after the date of layoff, if not recalled
- To be paid the full balance of unused current-year vacation upon written request to the Company.

Employees who are on a Leave of Absence (LOA) on January 1 will be credited vacation upon their return on a pro-rated basis, based on the number of whole months remaining in the year.

- (b) With Employer's permission, and subject to scheduling availability, an Employee entitled to a vacation with pay may take an additional week's vacation without pay effective on the next vacation bid.

If an employee has earned less than eighty (80) hours of paid vacation, he/she may be granted, if requested in writing by the employee and if operations permit, sufficient unpaid vacation time in conjunction with paid vacation so as to permit eighty hours (80) of vacation.

If an employee has earned at least eighty (80) hours paid vacation, but less than one hundred twenty (120) hours paid vacation, he/she may be granted, if requested in writing by the employee and if operations permit, sufficient unpaid vacation time in conjunction with paid vacation time to permit one hundred twenty (120) hours of vacation.

Employees may elect to schedule split vacation periods, but they must be in full week units. When unpaid vacation time is granted in conjunction with paid vacation, the vacation may not be split.

- (c) In the event that an employee has timely and duly selected or otherwise requested paid vacation for a calendar year but the Company has been unable to grant it during the calendar year, the employee may opt (a) to be paid the unused vacation at the employee's regular rate or (b) to carry over the vacation into the following year, with the understanding that if the Company has not scheduled the vacation to be taken by March

31st, the Company shall pay the unused vacation at the employee's regular rate by April 15th.

- (d) Vacation pay shall include any lead and/or shift differential being regularly received by the employee at the time.
- (e) The Company may black out days during which employees may not take vacation. Scheduling black out days per classification within each facility will be limited to a maximum of six (6) weeks per classification per calendar year.

5. HEALTH AND WELFARE

- (a) New Health Care Plan. For the 2016 Benefit Plan year, the Company will continue to offer a Consumer Driven Health Care Plan. Additionally, the Company shall implement and offer a Copay Healthcare Plan. Both Healthcare Plans will be outlined in Exhibit C 2016 Health Care Options.

- (b) Eligibility. All employees will be eligible for Company Health & Welfare Plans with the Company, until the date of their termination as defined by the Affordable Health Care Act.

Spouses of eligible employees shall be eligible for coverage under both the Company's medical, dental, and vision plans.

- (c) Employee Contributions. Employee contributions towards the cost of the various coverages contained in said Plans for the first year of said Plans shall be as agreed as stated in Exhibit C 2016 Health Care Options.

For each Health Care Plan year, the Company shall determine employee contribution amounts as provided in this section, and shall announce said amounts at least two months before the end of the current Plan year, so that employees will then have the opportunity to determine for themselves whether and to what extent to participate in the Plan in the next year.

Effective January 1, 2012, the contribution split shall be adjusted to Sixty-five percent (65%) Company; and Thirty-five percent (35%) Employee.

- (d) Selection of Provider Organizations. In selecting a new provider organization and/or network (Health Plan (CDH or CoPay)) and Dental Plan (DMO or PPO), the Company shall provide the Union with at least 30 days prior written notice of its intent, along with material providing the Union with the opportunity to conduct an independent quality review. The Company will consider, as part of its decision-making process, the results of any such review submitted by the Union to the Company within 10 days from delivery of the material to the Union.

- (e) Retiree Group Life and Medical Expense Benefits Plan. Retiree Group Life and Medical Expense Benefits Plan will be discontinued as of December 31, 2014 and retirees will not be entitled to coverage under the Company's plans effective January 1, 2015.

- (f) Vision Plan: Vision Plan provisions are outlined in Exhibit C 2016 Health Care Options.

- (g) Compensable Injury: If an employee is not able to work due to injury while on the job, the Company will pay the employee for the remainder of the shift.

The employee will be permitted to use available paid sick leave for absences due to on the job injury, subject to the provisions of Section 10 Paid Sick Leave.

- (h) Booklets. As soon as practicable, the Company will provide booklets to each employee explaining the Flexible Benefits Plan, and all available coverages and their costs to the Company and employees, respectively, in further detail.

- (i) Dental Plan: Dental Plan provisions are outlined in Exhibit C 2016 Health Care Options.
- (j) Enrollment. At the time of annual open enrollment, or at any time that an employee is eligible to enroll in the insurance program(s), the Company will review employee eligibility requirements, all plan costs, and opt-in / opt-out procedures for all health, dental, and vision plan options with employees.
- (k) The Company may request changes to plan design during the term of the agreement. If the parties are unable to agree, the matter may be submitted to the System Board of Adjustment/Arbitration for binding arbitration.
- (l) The Company shall not be precluded from unilaterally terminating the plan and substituting medical benefits available under the Affordable Care Act. In such event, the Company will negotiate with the Union to determine a manner to distribute the savings, if any, among some or all employees. If the parties are unable to agree on the distribution, the matter shall be resolved by the System Board of Adjustment/Arbitration.

6. PENSION

The Company will amend the Pension Plan to include the following:

- (a) Effective January 1, 1986, the Plan has been modified to change the break-in-service provisions to require a period of five (5) consecutive break-in-service years for Plan participants before prior vesting rights may be forfeited.
- (b) The Company has amended the Pension Plan, as it deems necessary, to conform to the requirements of the Retirement Equity Act passed in August of 1984.
- (c) The minimum retirement benefit at age 65 for employees who retire after 12/31/1998 shall be \$16.50.
- (d) As soon as practicable, the Company will provide a booklet to each Plan participant explaining the Plan.
- (e) Effective January 1, 1989, the Plan has been modified to reduce to five (5) years, from ten (10) years, the number of years of vesting service under the plan required for vesting of accrued benefits.
- (f) Effective January 1, 1989, the Plan has been modified to increase to 1.35% (from 1.25%) the benefit under the Basic formula on monthly compensation up to \$550, to conform to applicable law.
- (g) Employees hired after 6/30/95 will not be eligible for participation in the Pension Plan.
- (h) Effective May 31, 2006, the Plan has been modified to freeze future Plan benefit accruals for eligible employees hired prior to June 30, 1995.

7. REPORTING PAY

Any employee reporting for work on a regular shift who is not permitted to work shall receive four (4) hours pay at the employee's regular rate, except that any employee who regularly works a four-day, ten-hour workweek and reporting for work on a regular shift who is not permitted to work shall receive five (5) hours pay at the employee's regular rate; provided, however, that if said employee was notified the night before not to report for work and the employee nevertheless reports for work, no minimum reporting pay will be required. Records of such notification will be maintained for two (2) weeks, and shall be given to the local Union upon their written request.

8. EMPLOYEE MEALS

Regularly scheduled Airline Catering Employees shall receive 1 wholesome meal per day without charge. Airline Catering Employees scheduled to work ten (10) hour days shall receive 2 wholesome meals without charge. Employees working in Non-Airline Catering related jobs shall not be entitled to a meal without charge.

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

9. UNIFORMS

- (a) Employees required to wear uniforms shall be provided a sufficient number of same by the Company, which uniforms shall be laundered and maintained by the Company. The Company's uniform is intended to enhance Sky Chefs' image within the airport community and with the traveling public. Due to its "street wear" design, employees may wear their uniform to and from work. Where the Company does not launder the uniforms, it shall reimburse the employee in the amount of \$.75 per day for maintenance of the uniforms.
- (b) Employees shall be permitted to wear one (1) standard Union button (no "issue" buttons), if and when not prohibited by FDA or other governmental regulations.
- (c) The Company shall also provide the necessary tools of the trade to each employee without charge to the employee.
- (d) The Company is committed to provide to all employees assigned to work in the refrigerated areas of the Customer Service Center and in inclement weather, appropriate outer garments, such as thermal jackets and thermal socks, in compliance with federal and or state health laws. The Company is also committed to provide to all employees assigned to work in inclement weather with appropriate garments in compliance with federal and or state health laws.
- (e) The Company is committed to provide individual outer garments in order to keep sharing of garments to a minimum.
- (f) The Company will be responsible for the cost of laundering and maintaining outer garments provided by the Company. Employees will be responsible for the cost of lost outer garments provided by the Company.
- (g) If Employees in any work area are required by the Company to wear safety shoes, such shoes shall be provided free of charge to those Employees on an annual basis. Newly hired Employees shall receive free shoes after ninety (90) calendar days on the job. If an Employee wishes to upgrade to a different pair of shoes, he/she may do so by upgrading to a different pair from the Company's provided shoe list. If the cost of the upgraded shoe is greater than the cost of the shoe provided for free by the Company, the Employee is responsible for paying the difference in cost. The difference in cost shall be established by subtracting the amount of the cost of the shoe provided for free from the cost of the upgraded shoe. The cost of the upgrade shall be divided by four (4) and each fourth (4th) will be deducted over the course of four (4) paychecks.

10. PAID SICK LEAVE

- (a) Effective January 1, 2016, Employees hired April 17, 2006 and thereafter will receive twenty-four (24) hours of paid sick leave after one (1) year of Company Service; thereafter, twenty-four (24) effective each January 1st of the employee's 2nd and subsequent calendar years of service with a maximum individual accrual of 240 hours.

Effective January 1, 2018, Employees hired April 17, 2006, and thereafter will receive thirty-two (32) hours of paid sick leave after one (1) year of Company Service; thereafter, thirty-two (32) hours effective each January 1st of the employee's 2nd and subsequent calendar years of service with a maximum individual accrual of 240 hours.

- (b) Effective January 1, 2016, Employees hired before April 17, 2006 will be provided paid sick leave in accordance with the following:

twenty-four (24) hours after one (1) year of Company service; thereafter, twenty-four (24) hours effective January 1st of the employee's second (2nd) and third (3rd) calendar years of service; and thereafter, effective each January 1st of the employee's fourth (4th) and subsequent calendar years of service, eight (8) hours for each 2 months worked in the prior calendar year with a maximum of forty-eight (48) hours for a calendar year of service, and a maximum individual accrual of 240 hours.

- (c) Paid sick leave may be used for absences due to on-the-job injuries, with the understanding that paid sick leave shall be coordinated with state disability benefits or worker's compensation benefits, if applicable, to ensure that no employee receives more weekly income than the wage that would have been earned had the employee worked his/her regular schedule.
- (d) Doctor or Dentist certificates shall be required in order to obtain the sick leave benefits except for the remainder of the shift when an employee is sent home by a Company nurse, manager, or manager's agent and/or except for sick leave of one day or less. The certificates need not disclose the employee's medical condition unless relevant under the Americans with Disabilities Act.
- (e) There shall be the following four options available to employees with paid sick leave accruals in excess of 200 hours as of December 31, 1992:
- 1) Use said excess as needed for illness at 100% of rate of pay at time of payment
or;
 - 2) Cash out said excess at retirement at a rate of 100% of rate of pay at the time of retirement
or;
 - 3) Cash out said excess to the Company, at a minimum of forty (40) hours up to a maximum of eighty (80) hours each successive January as opted for by September 15th at 75% of rate of pay at the time of payment
or;
 - 4) Cash out said excess at time of termination provided that the termination results from permanent closing of a unit or concession in which the employee is employed and which entitles the employee to severance pay under Section 16, at 75% of rate of pay at time of termination.
- (f) Paid sick leave shall include any lead and/or shift differential pay being regularly received by the employee at the time. Employees working five (5) eight (8) hour days may use eight (8) hours of sick pay for each day of sick leave. Employees scheduled for four (4) ten (10) hour days may use ten (10) hours of sick leave for each day of sick leave used.
- (g) If an Employee uses paid time off for illness provided that the Employee has paid sick time available, those day(s) will not be considered an absence under the Company's attendance policy, unless the Employee shows a pattern of excess absenteeism over the last eighteen (18) months.

11. LEAVE OF ABSENCE

- (a) **Sick Leave:** Employees will be eligible for leave of absence in accordance with the following schedule:

<u>Company Seniority</u>	<u>Maximum Length of Leave</u>
60 days, but less than 6 months	30 days
6 months, but less than 2 years	6 months
2 years, but less than 5 years	1 year
5 years or more	2 years

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

Employees on Leave of Absence who are not available for work assignments within the Company will also not be available for work assignments with another employer unless approved by the Company, otherwise, are subject to disciplinary action, up to and including termination.

Employees released from medical care must apply for reinstatement and be available for work assignment within seven (7) days of such release. Failure to comply with the above waives an employee's right to reinstatement. The Company reserves the right to require employees to be examined by a Company doctor before reinstatement. Upon reinstatement, the employee's return to work will be handled as follows:

- 1) If their job has been filled by a new (60 days or less) employee, the returning employee may bump the new employee;
- 2) If the returning employee's job has been filled by an employee with 60 days or more of Company seniority, the returning employee will be given the most desirable vacancy available in his/her classification;
- 3) If there is no vacancy available, the returning employee may bump the least senior person in his/her classification;
- 4) In all cases, the returning employee will remain in that shift until the next bid procedure is conducted, at which time he/she will exercise job classification seniority as provided by Article IV Security of Employment - Seniority.

An employee on sick leave will receive accrued Company Seniority and Job Classification Seniority when the employee returns to active employment.

- (b) **Injury on Duty Leave:** Employees will be eligible for leaves of absence in accordance with the following schedule:

<u>Maximum Company Seniority</u>	<u>Length of Leave</u>
60 days, but less than 1 year	6 months
1 year, but less than 5 years	1 year
5 years or more	3 years

Injury on Duty Leaves shall initially be granted for periods of not more than ninety (90) days, but may be extended in periods of not more than ninety days. Each ninety (90) day extension must be supported by a medical certificate. This medical certification must indicate that the employee is disabled and unable to perform required job duties, the nature of the disability, and the approximate date of return to work.

Employees released from medical care must apply for reinstatement and be available for work assignment within seven (7) calendar days of such release. Failure to comply with the above waives the employee's right to reinstatement. The Company reserves the right to require employees to be examined by a Company doctor before reinstatement.

Company Seniority and Job Classification Seniority shall accrue during the entire period of an Injury on Duty Leave.

Employees on Leave of Absence who are not available for work assignments within the Company will also not be available for work assignments with another employer unless approved by the Company, otherwise, are subject to disciplinary action, up to and including termination.

- (c) **Personal Leave:** Employees with one year or more of seniority may be granted personal leaves for periods of no longer than thirty (30) calendar days. Such leaves shall be granted at the sole discretion of the Company.

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

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

An employee on Personal Leave will receive accrued Company Seniority and Job Classification Seniority when the employee returns to active Employment.

Employees on Leave of Absence who are not available for work assignments within the Company will also not be available for work assignments with another employer unless approved by the Company, otherwise, are subject to disciplinary action, up to and including termination.

- (d) **Union Business Leave:** Whenever practicable, employees with one year of seniority shall be eligible for a leave of absence, if designated by the Union, to attend labor conventions or serve in any other capacity for the Union, provided 10-day notice is given in writing to the Company.

The maximum length of the leave will be based on Company seniority and will be in accordance with the following schedule:

<u>Company Seniority</u>	<u>Maximum Length of Leave</u>
1 year, but less than 5 years	1 year
5 years or more	3 years

Company Seniority and Job Classification Seniority shall continue to accrue during the leave for Union business.

Group health and life insurance benefits will terminate as of the last day worked. The employee on leave can purchase continued group medical and dental coverage which he/she has selected from the Company at the effective C.O.B.R.A. rates.

Employees on Leave of Absence who are not available for work assignments within the Company will also not be available for work assignments with another employer unless approved by the Company, otherwise, are subject to disciplinary action, up to and including termination.

- (e) The Company intends to provide the respective local Unions with names of employees on leaves of absence, once every four months.
- (f) An employee with at least one year of service may request time off without pay for the purpose of Union Business not covered by Section 11(d), for up to two (2) weeks per request. Employees must submit the request for leave to local management at least one (1) week in advance of the commencement of such leave. Business conditions may not always allow for such leaves; however, management will make every reasonable effort to accommodate such request.
- (g) Employees on approved leave of absence or vacation time shall be permitted to participate in the shift bids. The Shop Committeeperson will be provided at least one (1) weeks' notice of upcoming bids, whenever practicable, two (2) weeks' notice of upcoming bids. When the new shift begins, the employee is expected to be present or may forfeit the selection of the shift bid.
- (h) **Family and Medical Leave Act:** Employees shall be granted leaves of absence for Family Medical Leave in accordance with applicable state and federal law.

12. FUNERAL LEAVE

Employees shall be entitled to three (3) days with pay in the event of death in the immediate family (mother, father, spouse, sister, brother, child, grandparent, mother-in-law, father-in-law, stepparent, stepchild, or any other relative residing in the employee's home). Employees may extend the funeral leave period by using one unpaid funeral leave day. Funeral leave pay shall include any lead and/or shift differential pay being regularly received by the employee at the time. Employees shall be entitled to these funeral leave benefits in the event of the death of a domestic partner, provided the employee signs a Company issued affidavit attesting to the domestic partner relationship at the time funeral leave is requested.

13. JURY DUTY

Employees called for jury duty who have been in the employ of the Company for more than one year shall receive full pay for jury service on a scheduled work day, with no deduction for jury fees. Jury duty pay shall include any lead and/or shift differential pay being regularly received by the employee at the time.

For each day of jury duty that falls on an employee's scheduled day off, the employee shall receive a different day off that week.

14. NO LOSS OF WAGES

No employee of the Company shall suffer any loss of wages, fringe benefits, or conditions existing prior to August 22, 1969, unless such have been changed subsequent to that date by mutual agreement of the parties hereto.

15. TOOL REPLACEMENT

The Company will institute a tool replacement program for employee-owned tools which are broken during the course of the employee's normal job duties with the Company. This policy affects all mechanic and maintenance personnel.

- (a) It is the responsibility of the employee to maintain a list with the Company on an ongoing basis of personal tools.
- (b) The Company will reimburse the employee at a rate of 50% of the established value for the broken tool as based on a valid receipt provided by the employee. Maximum reimbursement in any one calendar year will be \$900 with a lifetime maximum of \$1800.

16. SEVERANCE PAY

Employees with six (6) months or more of Company seniority who are terminated from employment as a result of a permanent closing of a unit or concession in which they are employed shall receive severance pay in accordance with the following schedule:

<u>Company Seniority</u>	<u>Severance Pay</u>
6 months, but less than 1 year	3 days
1 year, but less than 2 years	5 days
2 years, but less than 5 years	10 days
5 years, but less than 10 years	15 days
10 years or more	20 days

17. EMPLOYEE PARKING

In the event free parking facilities for employees are not available at airport locations, the Company will assume the monthly parking charges, assessed by the proper authority at existing on-airport locations, up to a maximum of fifteen dollars (\$15.00) per month for parking in an area designated for employees.

18. PROMOTIONAL OPPORTUNITIES

- (a) When a promotional opportunity (any new job classification with a rate of pay equal to or greater than the one presently held) becomes permanently open, not including temporary or part time positions, openings due to leaves of absences or vacations, the most senior qualified employee applying for the open position will be given preference over all other employees so long as skill, ability and work records are equal. The Company shall have the right to determine qualifications.
- (b) Procedures for application will be issued by the Company, posted on Company bulletin boards, and provided to a local Union upon its written request. Promotional job vacancies will be posted on the Company bulletin board five (5) days before filling; however, this does not prevent the Company from temporarily filling the position. Any special requirements for the job shall be included with the job posting.
- (c) Within forty-five (45) calendar days from a promotion, the employee shall have the right in his/her discretion to return to his/her former job classification, and the Company shall have the right in its discretion to return the employee to his/her former job classification.

19. 401(k) PLAN

- (a) The Company shall provide to employees with three (3) months of service the opportunity to participate in a Section 401(k) wage-deferral retirement savings plan, for so long as the Company maintains a 401(k) Plan for the salaried employees.
- (b) The Company shall annually notify the Union of the matching contribution in writing and, the Union hereby waives any rights or claims to inspect or copy the Company's books and records, or to be furnished with any information or documents, so as to verify the existence, amount and calculation of Company matching contributions on behalf of the salaried employees.
- (c) Company matching contributions, for all employees, will be based on the employee's "gross pay", subject to the conditions of the 401(k) Plan.
- (d) The Company will adjust the plan as necessary to comply with the Federal Rules and Regulations Governing 401 (k) including the Pension Protection Act signed into Law on August 17, 2006 and any revisions.
- (e) The Company may terminate the 401 K Plan provided the Company negotiates the rollover procedures with the Union.

20. WORKER'S COMPENSATION

The Company shall retain the right to withdraw from the Worker's Compensation system where permissible by state law and replace such coverage with a Company-sponsored ERISA benefit plan which provides weekly disability income and medical care and death benefits at least comparable in level to those previously provided through the Worker's Compensation system.

21. BARGAINING UNIT WORK

- (a) Subject to subsections (b) and (e) below, no work traditionally performed in the Company's flight kitchens by classifications covered by this Agreement shall be performed in the flight kitchens by subcontractors of the Company.
- (b) Notwithstanding the foregoing, where business circumstances so require, the Company may hire temporary workers in the flight kitchen to perform work that is traditionally performed in the flight kitchen by classifications covered by the Agreement: provided however, that in such instances the Company agrees that such work will be limited to no more than sixty (60) calendar days after which the Company may no longer fill said positions with subcontracted or temporary workers. Individuals hired by the Company who have worked at least sixty (60) days within the prior three (3) months as a subcontracted worker will not be subject the sixty (60) day probationary period as outlined in Article V Discharge and Discipline.

The Company also agrees that before any work is subcontracted out to temporary workers, current employees or employees on layoff shall first be offered the opportunity to fill such position on either a regular straight time or overtime basis.

Temporary workers shall in no case displace a regular employee.

- (c) It is recognized that the Company may, without regard to the preceding paragraph (b), continue to subcontract work in the flight kitchens that it currently, traditionally has subcontracted.
- (d) The Union recognizes that the Company's need to meet customer business fluctuations and unexpected schedule changes will sometimes, in those emergency situations,

require management personnel to perform work traditionally performed in the flight kitchens by classifications covered by this Agreement. It is agreed, however, that management personnel shall not normally perform such work.

- (e) Work of any kind that is performed at locations other than the premises of the Company's flight kitchens may be performed by outside contractors and/or by workers who are neither employed by the Company nor covered by the Agreement. This Section 21 shall not apply to such work, and the Union recognizes the Company's right to outsource or contract-out such work in its sole discretion.

The Company will, however, meet with the Union and discuss work to be subcontracted at least thirty (30) days prior to subcontracting such work.

EXHIBIT B: Sky Chefs Units Covered by the Master National Agreement

Anchorage, Alaska CSC #1616
Atlanta, Georgia CSC #1608
Austin, Texas CSC #260
Baltimore, Maryland CSC #1060
Boston, Massachusetts CSC #1379
Boston, Massachusetts CSC #1021
Charlotte, North Carolina CSC #468
Chicago Illinois CSC #165
Dallas/Ft. Worth, Texas International CSC #195
Dallas, Texas Love Field #1023
Denver, Colorado CSC #235
Detroit, Michigan CSC #1399
Ft Lauderdale, Florida CSC #1682
Ft. Myers, Florida CSC #1481
Houston, Texas CSC #1316
John F. Kennedy Airport, New York CSC #425
John F. Kennedy Airport, New York CSC #1371
Las Vegas, Nevada CSC #1681
Los Angeles, California CSC #370
Miami, Florida CSC #145
Miami, Florida CSC #1366
Minneapolis, Minnesota CSC #1390
Oakland, California CSC #1304
Ontario, California CSC #1383
Orlando, Florida CSC #1479
Orlando, Florida CSC #1475
Philadelphia, Pennsylvania CSC #1376
Phoenix, Arizona CSC #1692
Phoenix, Arizona CSC #1691
Pittsburgh, Pennsylvania CSC #1375
Portland, Oregon CSC #710
Raleigh-Durham, North Carolina CSC #460
Sacramento, California CSC #1302
Salt Lake City, Utah CSC #1307
San Francisco, California CSC #790
San Diego, California CSC #720
San Jose, California CSC #1393
San Jose, California CSC #1740
Santa Ana, California CSC #1381
Seattle, Washington CSC #1612
Seattle, Washington CSC # 261
Tampa, Florida CSC #1483
Washington, Dulles CSC #1059
Washington, Reagan CSC #1026

EXHIBIT C: 2016 Health Care Options

Eligibility and Coverage Changes

Employee Coverage: A full time employee represented by UNITE HERE who has completed 90 days of service with LSG Sky Chefs.

Coverage Levels

For each benefit plan, determine the coverage level:

- Employee only
- Employee plus spouse or domestic partner
- Employee plus child(ren)
- Employee plus family

Dependent Coverage: Eligible dependents include:

- Legal spouse or domestic partner
- Children who are less than age 26 for medical, dental and vision coverage, and any children 26 or older who are primarily supported by you and unable to support themselves because of a physical or mental disability.
- Children up to age 25 for dependent life and VPAI insurance dependents.

Free Benefits

As an eligible union employee, LSG Sky Chefs automatically provides certain benefits at *no cost to you regardless if you participate in any other benefits*. These include:

- **Basic Life Insurance**
- **Basic Accidental Death & Dismemberment (AD&D)**
- **Basic Short Term Disability (STD)**
- **Employee Assistance Program (EAP)**
- **Compass Profession Health Services**

Optional Benefits (Fully paid by you)

- Supplemental Basic Life Insurance
- Spouse & Child Life Insurance
- VPAI /Accidental Death and Dismemberment
- Long Term Disability Insurance

Flexible Spending Accounts (FSA)

- Medical FSA
- Dependent Care FSA

Medical Plans

- Consumer Driven Health Plan (CDH)
 - Health Reimbursement Account (HRA)
 - Prescription Drug Coverage
- Co Pay Plan
 - Prescription Drug Coverage

Both the medical plan options cover the same services including:

- Doctor and specialist office visits
- Lab tests and X-rays
- Outpatient facility care
- Up to 60 chiropractic visits/year
- Hospital stays
- Urgent care
- Emergency room treatment
- Dialysis treatment in-network only.

EXHIBIT C (continued)

Both options:

- Cover the same services to treat a medical problem or condition
- Offer 100% free preventive care benefits when you and your family use in-network providers
- Have the same high-quality Cigna provider network
- Pay the highest benefits for in-network treatment
- Cover out-of-network services at lower benefit levels
- Have the same annual out-of-pocket maximums on your share of covered costs. If you reach the maximum amount in any calendar year, both options will pay 100% of your covered costs for the rest of the calendar year.

Dental Plan

- DHMO
- DPPO (Cigna 175 Plan)

Both dental options cover the same services, including:

- Preventive care - two visits with exam, cleaning, and X-rays each calendar year
- Basic treatment for services such as fillings and extractions
- Major care for services such as crowns, inlays and dentures
- Orthodontia for anyone who is enrolled as an employee or eligible dependent.

Vision Plan

The Vision Plan offers services, including:

- Annual Vision Exam
- Eyeglass Frames
- Eyeglass Lenses
- Contact Lenses

**FOR UNION REPRESENTED EMPLOYEES
LSG SKY CHEFS BENEFITS RE-ENROLLMENT
PLAN YEAR JANUARY 1, 2016 – DECEMBER 31, 2016**

	Weekly Price Tags Effective January 1, 2016			
	Employee Only	Employee + Child(ren)	Employee + Spouse	Employee + Family
Cigna Medical CDH Plan	\$47.29	\$84.01	\$96.92	\$123.63
CIGNA Medical Co-Pay Plan	\$26.67	\$78.83	\$90.90	\$115.88
CIGNA Dental PPO	\$3.75	\$8.44	\$7.88	\$11.69
CIGNA Dental HMO	\$1.53	\$3.46	\$3.20	\$4.75
CIGNA Vision	\$0.00	\$0.25	\$0.25	\$0.25

SIDE LETTERS

AND

MEMORANDUMS OF AGREEMENT

1. Letter of Understanding Pertaining to Employee Participation in 401(k) Plan
2. Letter of Intent-UNITE HERE HEALTH California Pilot Program
3. Memorandum of Agreement-Preferential Hiring
4. Memorandum of Agreement-Immigration Related Issues Extended
5. Holiday by Customer Service Center list

F. Bruce Murray
Director Employee & Labor Relations North America



LSG Sky Chefs
6191 N State Hwy 161
Irving, TX 75038

Phone 972-793-9092
Cell 202-669-5507
Fax 202-291-7373
Email Bruce.Murray@lsgskychefs.com

Jim DuPont

6/28/2016

Re: Letter of Understanding Pertaining to Employee Participation in 401(k) Plan

Jim:

As we discussed and agreed based on the Carriers' requirement Union Employee participation in the 401 (k) Plan will be changed from ninety (90) days of Service as in the signed agreement to three (3) months of Service in Exhibit A. 19. 401 (k) Plan paragraph (a).

The paragraph will read:

Exhibit A.19. 401(k) PLAN

- (a) The Company shall provide to employees with three (3) months of service the opportunity to participate in a Section 401(k) wage deferral retirement savings plan, for so long as the Company maintains a 401(k) Plan for the salaried employees.

Sincerely,

A handwritten signature in cursive script that reads "F. Bruce Murray".

F. Bruce Murray
Director Employee & Labor Relations North America

Letter of Intent
Tentative Agreement Draft

Subject to the signing of a complete amended Master National Agreement settling all other issues between Sky Chefs, Inc. and UNITE HERE and legal review.

LETTER OF INTENT

Unite Here Health

- I. **Parties.** This Memorandum of Agreement is between UNITE HERE International Union (the "Union") and Sky Chefs, Inc., (the "Company").

- II. **Memorandum of Intent**
 1. The Company agrees to continue discussions with the Union to explore the opportunity to implement a pilot program which would establish Unite Here Health as the health care provider for Company employees represented by the Union and located in the state of California. The duration of such pilot program would be two (2) years effective January 1, 2017. The specifics of the pilot program will be discussed between the Union, the Unite Here Fund, and the Company.

 2. The above will in no way reflect a change to the current language in the Master National Agreement, specifically Exhibits A and B – Section 5. Health and Welfare.



UNITE HERE
Jim Dupont
TITLE

11/7/16

Date



Sky Chefs, Inc.
Bruce Murray
TITLE

1-07-16

Date

U58 – Preferential Hiring

MOA

Tentative Agreement Draft

Subject to the signing of a complete amended Master National Agreement settling all other issues between Sky Chefs, Inc. and UNITE HERE and legal review.

Current MOA

None.

Union Proposal

12/1/2015

1. When the Employer wins business for another unionized caterer or caterer experiencing a union organizing drive, the Employer shall hire those employees displaced by the change in caterer.

Company Counter Proposal

01/05/2016

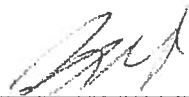
MEMORANDUM OF AGREEMENT

***Preferential Consideration for Hiring
Effective XXXX through December 31, 2018***


I. **Parties.** This Memorandum of Agreement is between UNITE HERE International Union (the "Union") and Sky Chefs, Inc., (the "Company").

II. **Memorandum of Agreement.**

1. When the Company secures business from another caterer with employees represented by UNITE HERE, the Company will make reasonable efforts to:
 - a. Schedule preferential interviews with applicants whose employment with the former caterer was terminated or laid off as a direct result of the Company securing business from the former caterer.
2. The Company will follow the guidelines below:
 - a. A preferential interview does not guarantee that the applicant will receive a job offer.
 - b. The Company is not obligated to interview an applicant who does not meet the listed requirements and qualifications for the job for which he/she applied.
 - c. The Company is not obligated to grant preferential interviews if the Company does not have open vacancies.


UNITE HERE
Jim Dupont
TITLE

11/7/16
Date


Sky Chefs, Inc.
Bruce Murray
TITLE

1-07-16
Date

Extend Immigration MOA
MOA
Tentative Agreement

Subject to the signing of a complete amended Master National Agreement settling all other issues between Sky Chefs, Inc. and UNITE HERE and legal review.

Current MOA

MEMORANDUM OF AGREEMENT

Procedures for Immigration-related Issues
Effective April 2, 2012 through April 1, 2015
Page 1 of 2

I. **Parties.** This Memorandum of Agreement is between UNITE HERE International Union, its constituent local unions and joint boards (jointly, the "Union") and Sky Chefs, Inc., its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees, and agents (jointly, the "Company")

II. **Memorandum of Agreement.**

Procedures for Immigration-related Issues

1. Effective on the date of signing the Master National Agreement, in the event that the Company or any regulatory or governmental agency determines that an employee lacks proper documentation to enable him or her to work in the United States, the Company will notify the employee to provide the proper information within 30 days after such notification and will notify the Union. If the employee fails to provide the required documentation within 30 days, the Company will notify (1) the employee that he/she is terminated and (2) Union in writing which may include email.

The Union acknowledges that the Company is not responsible for assisting employees to obtain documents demonstrating their authorization to work in the United States.

Upon the Union's request, the Company's representatives will meet with the Union to discuss the nature of the problem and determine what assistance, if any, the Union can provide to the employee. Whenever possible, this meeting will take place before the employee's employment with the Company is terminated for the above. However, the failure to timely notify the Union or meet before any action by the Company is required will not prohibit the Company from taking any action.

2. The Union and the Company have an interest in avoiding the necessity of terminating trained employees due to the employee losing his or her authorization to work in the U.S. In order to assist employees in a timely manner to take advantage of the prepaid legal services plan and /or other assistance provided by the Union regarding immigration matters, the Company agrees to upon request of the local Union to provide a report to the local Union notifying the Union of the known names and expiration dates of employment authorizations expiring in the next 60 days.
3. In the event that an employee who has worked for the Company for at least one (1) year is not authorized to work in the U.S. and his/her employment is terminated for this reason, the Company agrees to immediately reinstate the employee to his/her former classification provided there is an open position, without loss of prior seniority (but length of service for vacation or other benefits does not continue to accrue during the period of absence) upon the employee providing proper work authorization within 12 months from the date of termination.

If the employee was legally authorized to work in the U.S. at the time that he/she was hired and during continuous employment with the Company and the issue that lead to the termination arose

Extend Immigration MOA

MOA

Tentative Agreement

out of bureaucratic and/or an error on the part of the governmental agency or in the system, (no fault of the employee) then the following return to work procedures shall apply.

MEMORANDUM OF AGREEMENT
Procedures for Immigration-related Issues
Effective April 2, 2012 through April 1, 2015
Page 2 of 2

Upon reinstatement, the employee's return to work will be handled as follows:

- a. If their job has been filled by a new (60 days or less) employee, the returning employee may bump the new employee;
 - b. If the returning employee's job has been filled by an employee with 60 days or more of Company seniority, the returning employee will be given the most desirable vacancy available in his/her classification;
 - c. If there is no vacancy available, the returning employee may bump the least senior person in his/her classification;
 - d. In all cases, the returning employee will remain in that shift until the next bid procedure is conducted, at which time he/she will exercise job classification seniority.
4. The Company will furnish to any employee terminated because he/she has not provided adequate proof he/she is authorized to work in the U.S. a personalized letter stating the employee's rights and obligations under this section, in the form set forth in Paragraph 5. The Union agrees that it shall not grieve the Company's accidental failure to provide this notice upon the employee's termination, but the Company shall provide such notice as soon as it becomes aware that the notice was not given.
5. **Letter to be provided to Employees by the Company per Paragraph 4.**

Dear [NAME]:

Your employment has been terminated effective [date] because you were unable to prove that you are authorized to work in the United States. You might be able to return to work at Sky Chefs.

If you can present documents proving that you are allowed to work in the United States within 12 months (by [date]), you can return to your prior classification with the adjusted seniority dates for the leave you had when you were terminated. This is provided there is a position open in your prior classification for you to return to.

If you can present documents proving that you are allowed to work in the United States within 18 months (by [date]), you will be placed on a preferential hiring list for future open position as they become available, but will be treated as a new hire and without your prior seniority.

If you have any questions, please contact Sky Chefs at [number] or the Union at [number].

Holiday by CSC

<u>CSC</u>	<u>CSC Chosen Holiday - 2016 & Beyond</u>	<u>Future Holiday Date</u>	<u>Additional Holiday - 2017 & Beyond</u>
ANC 1616	Labor Day	First Monday in September	
ATL 1608	Martin Luther King	Third Monday of January	as of 2017 Memorial Day instead of MLK
AUS 260	Labor Day	First Monday in September	
BOS 1379	Cesar Chavez Day	Cesar Chavez's birthday, March 31	
BOK 1021	Cesar Chavez Day	Cesar Chavez's birthday, March 31	
BWI 060	Memorial Day	Last Monday in May	
CLT 468	Martin Luther King	Third Monday of January	as of 2017 Labor Day instead of MLK
DAL 1023	Labor Day	First Monday in September	
DCA 026	Memorial Day	Last Monday in May	
DFW 195	Labor Day	First Monday in September	
DNR 235	Memorial Day	Last Monday in May	
DTW 1399	Labor Day	First Monday in September	
FLL1682	Labor Day	First Monday in September	
IAD 1059	Memorial Day	Last Monday in May	
IAH 1316	Labor Day	First Monday in September	
JFKD 1371	Memorial Day	Last Monday in May	
JFKI 425	Memorial Day	Last Monday in May	
LAS 1681	Cesar Chavez Day	Cesar Chavez's birthday, March 31	
LAX 370	Cesar Chavez Day	Cesar Chavez's birthday, March 31	
MCA 1475	Memorial Day	Last Monday in May	
MCO1479	Memorial Day	Last Monday in May	
MIA 145	Labor Day	First Monday in September	
MID 1366	Labor Day	First Monday in September	
MSP 390	Cesar Chavez Day	Cesar Chavez's birthday, March 31	
OAK 1304	Labor Day	First Monday in September	
ONT 1383	Labor Day	First Monday in September	
ORD2 165	Memorial Day	Last Monday in May	
PDX 710	Memorial Day	Last Monday in May	
PHL 1376	Memorial Day	Last Monday in May	
PHX 1691	Cesar Chavez Day	Cesar Chavez's birthday, March 31	
PIT 1375	Memorial Day	Last Monday in May	
RDU 460	Memorial Day	Last Monday in May	
RSW 1481	Memorial Day	Last Monday in May	
SAN 720	Labor Day	First Monday in September	
SEA 1612	Memorial Day	Last Monday in May	
SER 261	Memorial Day	Last Monday in May	
SFO 790	Labor Day	First Monday in September	
SJC 1740	Labor Day	First Monday in September	
SJCK 1393	Labor Day	First Monday in September	
SLC 1370	Cesar Chavez Day	Cesar Chavez's birthday, March 31	
SMF 1302	Labor Day	First Monday in September	
SNA1381	Labor Day	First Monday in September	
TPA 1483	Memorial Day	Last Monday in May	