

AGREEMENT

between

AREAS USA DTW, LLC

and

**UNITEHERE! LOCAL 24
AFL-CIO**

JULY 1, 2015 THROUGH JUNE 30, 2018

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PREAMBLE

This Agreement is made by and between AREAS USA DTW, LLC, doing business at Detroit Metropolitan Airport (hereinafter referred to as the "Employer"), and UNITE HERE Local 24 (hereinafter referred to as the "Union") covering certain employees of the Employer at the Detroit Metropolitan Airport.

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

WHEREAS, both parties mutually pledge that they will cooperate with each other in good faith in the enforcement of the terms of this Agreement so as to secure uninterrupted operations of the business of the Employer in rendering service to the general public and continuous employment of the employees and general stabilization;

THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative for collective bargaining purposes concerning the negotiable terms and conditions of employment of all employees covered in classifications listed in Exhibit A (referred to hereinafter as "Employees") in all food/beverage and news/gifts/retail operations ("Operations") at Detroit Metropolitan Airport ("Airport") which during the term of this Agreement are operated by or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or one or more principal(s) of the Employer covered by this Agreement, or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement: and where the Employer or its parent, principal or subsidiary has at least 49% financial interest in the entity and no other, unaffiliated entity has an interest greater than Employer's.

1.2 Supervisors, as defined by the National Labor Relations Act, will not perform bargaining unit work except for purposes of training, to relieve employees on break or in the event of a legitimate business emergency, which includes unanticipated peaks in business volume. Any questions arising out of the application or interpretation of this article shall be subject to the arbitration provisions of this agreement.

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

1.4 Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE 2 – UNION RIGHTS

2.1 Membership:

In the event there is a change in law so that obtaining or continuing employment may be conditioned on the payment of Union dues or service fees, the Company and the Union agree that the following language shall govern:

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

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

(c) For purposes of this Agreement, the terms “members of the Union” and “members in good standing” shall be defined as one who timely tenders any initiation fee and/or monthly dues, fees, or service fees as set forth in the Constitution and Bylaws of the Union and in accordance with applicable law.

(d) The Employer agrees to provide, assist in the completion of, and remit any forms necessary to perfect membership in the Union.

(e) Only members in good standing in the Union shall be retained in employment.

(f) Upon written notice from the Union of failure to pay on the part of any individual or Employee to complete membership in the Union, as required above, or of failure to continue payment of dues to the Union, the Employer shall, within seven (7) days of such notice, discharge such Employee.

2.2 Hire From Any Source:

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

(b) The Union agrees to accept such persons for membership upon terms and qualifications not more burdensome than those applicable at such time to other applicants of the Union.

2.3 Orientation:

Within five (5) calendar days following a new employee(s) being hired by the Company, the Union will be provided with the name, classification, address and hire date of said new bargaining unit employee(s). A union representative or Shop Steward shall be afforded the right to meet with all new hires for a maximum of thirty (30) minutes within ten (10) calendar days of the new employee's first work shift. The Company will arrange a private location for this meeting.

2.4 Initiation Fees and Dues:

The Employer agrees to deduct Union initiation fees and monthly dues from employees' earnings as provided herein. Deduction shall be authorized in writing by the employees on Dues Deduction Authorization and Assignment forms supplied by the Union. The Employer shall furnish the Union on a monthly basis a list of those employees for whom deductions have been made, including the amount of those deductions and the employees' Social Security Numbers. The information shall be in electronic form. Said deductions shall be made in equal installments in each payroll period of each month and shall be remitted to the Union not later than the fifteenth (15th) day of the following month.

The Union shall be privileged to change the amount of initiation fees and monthly dues upon thirty (30) days' written notification to the Employer.

2.5 Monthly Reports:

The Company agrees to provide the Union with a monthly seniority list. The list shall include each employee's full name, address, phone number, rate of pay, Company date of hire, and Classification(s) date of hire. The information shall be provided in Excel or similar format.

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

2.6 Voluntary Political Deductions:

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

The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee.

These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: **UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, 16th floor, New York, NY 10001, Attention Treasurer.**

2.7 Union Stewards:

The Union shall have the right to designate ten (10) shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The Union shall advise the Employer in writing as soon as practicable of the names of the employees who it appoints to act as Union Stewards. The Employer shall not be required to recognize any employee as a Union Steward until and unless it has received the aforementioned written notification. Union stewards shall be considered representatives of the Union, and they may carry out their duties in any terminal. Union stewards agree to conduct their Union duties in a manner that does not interfere with the Employer's operations or with employees' duties during scheduled working hours, except where management agrees otherwise.

2.8 Union Representative:

The Employer shall permit authorized representatives of the Union access to visit the employees' work sites at reasonable times for the purpose of Union business. Upon entering the facility, the Union representative shall notify the manager on duty of his/her presence in the facility, provided there is a manager on duty readily available. The Union agrees that during such visits its representatives will not engage in activities that are disruptive to the Employer's operations, such as pulling employees away from their work area or engaging in conversations while they are serving customers.

2.9 Security Approval:

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

2.10 Union Buttons:

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

2.11 Bulletin Board:

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

2.12 Indemnification:

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

ARTICLE 3 – MANAGEMENT RIGHTS

Except as expressly and specifically limited or restricted by a specific provision of this Agreement, The Company has and shall retain the full rights of management and direction of the Company's operations. Such rights of management include, but are not limited to, the following: the sole right to manage its business and direct the workforce, including the rights to: establish new jobs and operations; change materials, processes, products, equipment, uniforms and operations; decide the number and location of facilities, the machinery and equipment, the products to be produced or sold, the schedule of work and the processes of work or assembling; to establish and publish rules of conduct, uniform standards, appearance standards, safety and performance standards; to schedule and assign work and the number of hours to be worked and to hire, rehire, promote, recall, discipline, discharge for just cause, transfer or lay-off Employees for lack of work.

Except as specifically abridged, delegated, granted, or modified by this Agreement or any supplementary agreements that may hereafter be made, all the rights, powers, and authority which the Company had prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation within the right of management.

The Company's failure to exercise any function or right in any particular way shall not be deemed a waiver of its rights to exercise such function or right nor to preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4 – LABOR MANAGEMENT COMMITTEE

A labor/management committee shall be established to discuss matters of mutual concern to the Employer and the Union for the purpose of promoting better understanding between the parties. The committee shall consist of not more than three (3) representatives from each party to be designated in writing by each party to the other. On a case by case basis, the parties may agree to add more representatives. Meetings shall be held at mutually agreeable times and locations so as to apprise the other of problems, concerns, suggestions, etc. related to the operation and the workforce. A written agenda shall be established for each meeting. Meetings shall be held quarterly. The results of such meetings shall neither after the provisions of this agreement nor be construed as continued negotiations over the terms and conditions set out in this agreement, nor shall such meetings be considered as a step in the grievance procedure.

ARTICLE 5 – NON-DISCRIMINATION

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

ARTICLE 6 – RESPECT AND DIGNITY

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of the union, or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

ARTICLE 7 – IMMIGRATION RIGHTS

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

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

In the event an employee who has completed at least one year of service is terminated due to a lack of proper work authorization, the employee shall be reinstated as soon as

practicable to a vacancy in his or her former classification without a loss in seniority upon the employee's providing proper work authorization within six (6) months of the date of termination. Employees with two (2) or more years of service shall be permitted one (1) year from the date of termination to provide proper work authorization under the foregoing terms.

ARTICLE 8 – SENIORITY

8.1 Preamble:

The Employer and the Union agree that the purpose of seniority is to accord consideration for senior employees in recognition of their length of service. Seniority is further intended to provide maximum work opportunities to senior employees.

8.2 Definition:

Classification seniority shall mean continuous length of service with the Company, or its affiliates, in the wage classification categories listed in Appendix A of this Agreement.

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

The procedure enumerated in paragraph 8.9 shall be used to rank employees by seniority in the event they have the same Seniority Date.

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

8.3 Seniority Rights:

The Company, subject to Employee qualification and the procedures outlined below, will recognize seniority for:

- Job vacancies
- Schedule preference within a job classification
- Preference for paid time off (vacation, holidays, etc.) within a job classification
- Layoffs and recalls

8.4 Temporary Openings:

Temporary openings, i.e., to cover absences, coverage for employees on vacation, overtime coverage or other unanticipated temporary staffing requirements, will first be filled with employees from within the same classification within the same unit. Volunteers will be solicited based on classification seniority. If the temporary vacancy cannot be filled with

volunteers, then qualified employees may be assigned to cover the temporary vacancy in reverse order of classification seniority.

8.5 Job Posting and Bidding:

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

All job openings must be posted for a period of no less than seven (7) calendar days in all units. Job postings shall list the scheduled days and hours of work for this opening. If a qualified senior employee bids from within the bargaining unit, the Employer shall award the bid to that employee within fourteen (14) calendar days of the initial job posting date.

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

- (1) Within the job classification
- (2) Within the bargaining unit
- (3) Laid-off employee (if any exist at the time of the bid)

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

- (1) Within the job classification
- (2) Within the bargaining unit
- (3) Laid-off employee (if any exist at time of bid)

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

In the case of the Bartender job, the bidder must have a state liquor license to be considered qualified to the extent required by law.

The Employer shall notify the Union monthly of all successful bidders.

8.6 Transfer from Bid Probationary Period:

Employees transferring to a new classification or concept shall be entitled to a fourteen (14) shift day trial period. The employee may choose to return to his or her former position within the trial period without loss of seniority.

The Employer may send a transferring employee back to the employee's original job within fourteen (14) shift days if the Employer determines that the employee cannot effectively perform the functions of the new job classification.

8.7 Layoff, Recall, and Bumping:

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

In the event of a permanent unit closing or layoff, a laid-off employee, based on Company seniority, will be permitted to bump into a position with the Employer in the same classification but in a different location or in a different schedule with comparable total hours, if available, held by an employee in the same job classification with less Company seniority. If there is no less senior person within the same job classification, the employee to be laid off shall be permitted to use his Company seniority to bump to a job classification in which the employee previously worked. Bumping shall not be permitted except in cases of permanent unit closing or layoff.

8.8 Recall Notice and Rights:

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

8.9 Same Date Seniority:

In the event employees share the same seniority date, the senior employee shall be determined by the date and time an application for employment was submitted. The employee who first submitted an application for employment will be deemed more senior. For employees hired prior to this Agreement who share the same seniority date, the Company and the Union will jointly conduct a lottery to determine the order of seniority.

8.10 Break in Seniority:

Seniority shall be deemed broken and results in loss of employment for any of the following reasons:

- a. Voluntary quit;
- b. Discharge for cause;
- c. Failure to return to work in accordance with the terms of an approved leave of absence;
- d. Layoff for a period of twelve (12) months;
- e. Failure to return to work within ten (10) calendar days after receipt of notice by certified mail or recall from layoff as discussed in Article 8.8 above. Where the Employer has provided more than ten (10) calendar days of notice, failure to return to work within one (1) day of the noticed return date shall constitute a break in seniority.
- f. Continuous absence from work because of illness for twelve (12) months;
- g. Knowingly applying for unemployment compensation benefits while on a medical or personal leave of absence; and
- h. Other causes set forth in this Agreement.

8.11 Vacation Bidding Procedure:

(a) Vacation Schedules- Vacations shall be scheduled on a year-round basis according to the preference of the employee, according to seniority by job classification and department, consistent with the requirements of continuous and proper operations as set by the Employer's departments.

(b) Vacation Bidding- Vacation schedules shall be posted two (2) weeks before the commencement of the vacation bid. The first bidding day will be in the first week of February. Bidders shall be called in order of their seniority. The bid will be run with bids made in fifteen (15) minute intervals. The bid will be overseen by a representative of the Union and the Company. If an employee cannot be present at their designated bid time because the employee is out of town on vacation, has a verifiable emergency or there are other circumstances beyond the employee's control that prevent the employee from being present, the employee can send a Union representative to bid by signed proxy. The employee must notify management of their proxy voter. The following day, the Company and the Union will meet to review the vacation schedule, if necessary.

(c) Required to Work on a Holiday- No employee shall be forced to work a holiday that falls on his/her scheduled day off according to his/her bidded shift because of a vacation days granted by the Employer to other employees.

8.12 Shift Bidding Procedure:

Work schedules setting forth available days, shifts, and days off will be bid at least twice per year, at reasonable intervals. Bidding shall be by seniority within job classification and within the department. For purposes of bidding, the Server, Bartender, Utility Worker, Cook, and Fast Food Attendant job classifications shall be deemed separate individual departments. However, Servers, Bartenders, Utility Workers, Cooks, and Fast Food Attendants who want to bid into a new concept must successfully complete any required concept training before working

in the new concept. After schedules are bid, the Employer may change start and quitting times by an hour or less without re-bidding, provided there is no reduction in shift hours.

In the event of the occurrence of a situation which is beyond the Employer's control and which poses an imminent effect on the employee work shifts, the Employer shall meet with Union Representatives for the purpose of explaining the situation and the Employer's plan to address the situation prior to implementing its plan. In the absence of such an extraordinary situation, however, the bidding process shall customarily commence with the Employer meeting with the Union four (4) days prior to the posting of the shifts to be bid. This meeting shall be solely for informational purposes and may be conducted utilizing the Labor Management Meeting process set forth in this Agreement. After this meeting, shift bids will be posted for a minimum of seventy-two (72) hours before the date of the actual bid. These bids shall go into effect no earlier than 72 hours after the shift bidding process is completed.

ARTICLE 9 – DISCHARGE, DISCIPLINE, AND PROBATIONARY PERIOD

9.1 Probationary Employees:

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

9.2 Discipline:

The Employer agrees to discipline and discharge only for just cause. The Employer recognizes the theory of corrective, progressive discipline. Progressive discipline will include a First Progressive Counseling, a Second Progressive Counseling, a Final Progressive Counseling, and then Dismissal. There shall be three (3) separate progressive disciplinary tracks, one for attendance, one for cash handling, and another for conduct. Certain offenses are considered so serious as to constitute just cause whereby an employee may, at the discretion of the Employer, be discharged immediately. A non-exhaustive, but illustrative list of examples of such offenses constituting just cause includes, but is not limited to, the following:

- a. Drinking of alcoholic beverages or being under the influence of, in the possession of, or sale of alcoholic beverages or drugs on Employer time or premises. (Drugs are defined as any narcotics, depressants, stimulants, dangerous drugs or hallucinogenic drugs considered dangerous by the U.S. Dept of Justice, Bureau of Narcotics and Dangerous Drugs. Prescription drugs are exempt.)
- b. Physically fighting on the premises of the Employer.
- c. Willful or unreasonable destruction or theft of Employer's property.
- d. Possession of firearm(s) or illegal weapon(s) on the Employer's or client premises and/or during work time.
- e. Sleeping on the job.

- f. Manipulation of payroll records with the intent of defrauding the Employer.
- g. Falsifying Employer documents.
- h. Instances when the EEOC makes a factual finding or determination that an employee engaged in inappropriate conduct.
- i. Willful insubordination, which is the refusal of a direct order by a member of the management team.
- j. Using profanity or abusive language directed at management in the presence of guests, or directed at guests.
- k. Arguing with or using profane or abusive language directed at a fellow employee in the presence of guests.

9.3 Representative at Disciplinary Meeting:

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

9.4 Warning Disciplinary Notices:

- (a) Written disciplinary notices (as outlined in Section 9.2 above) issued to employees must specify the events of actions for which the notice is issued. Written disciplinary notices (written warnings and terminations) shall be issued to employees within seven (7) calendar days of the event or action for which the written disciplinary notice is being issued.
- (b) Disciplinary notices shall not be used as a basis for progressive discipline after a period of twelve (12) months and shall be removed from an employee's file.

9.5 Investigatory Suspensions:

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

9.6 Shoppers Report:

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

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

ARTICLE 10 – GRIEVANCE PROCEDURE

10.1 Grievances:

The term "grievance" as used herein means any alleged violation, misinterpretation or misapplication of this Agreement and may be raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees covered by this Agreement or by the Employer.

10.2 Time Limits:

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

10.3 Process and Steps:

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

Step One (Employee and Manager):

The employee shall, within five (5) calendar days of the incident or circumstance giving rise to the dispute, take the matter up with his/her immediate manager. The employee has the full right and involvement of the Shop Steward in this step. Settlements reached at this level shall be considered non-precedential, unless the Employer and the Union Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future. The Manager involved in the Step 1 meeting shall respond within five (5) calendar days of the Step 1 meeting.

Step Two:

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

Step Three:

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

Step Four (Mediation):

If no agreement is reached at Step Three, both parties shall agree to non-binding mediation in an effort to resolve the dispute before going to arbitration. The Employer and the Union shall give good faith consideration to the finding of the Mediator. The Mediator shall be requested from the Federal Mediation and Conciliation Service at no cost to each party.

Step Five (Arbitration):

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

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

This Arbitrator shall have no authority to amend, alter, add to or subtract from this Agreement. All expenses of the Arbitrator shall be jointly and equally shared by the parties. The decision of the Arbitrator shall become a part of this Agreement, and each of the parties hereto agrees to abide by the said decision of the Arbitrator.

10.4 Sole and Exclusive Remedy:

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

10.5 Arbitration Awards:

All claims for wages lost because of unjust suspension or discharge shall be limited in the amount if any, agreed to by the Employer and Union or ordered by the arbitrator if taken to arbitration, but, in any event, less any unemployment compensation unless repayment of unemployment compensation is required by law (after final determination by the State). In any event, retroactive award, if required, shall not exceed sixty (60) days from the day the grievance is first submitted to the Employer or his designated representative, by the employee or the Union.

ARTICLE 11 – WORK TIME

11.1 Work Schedules:

The Parties acknowledge the Company's right to maintain efficient operations. Work schedules are based on lease requirements and customer and operational needs. Employees shall be scheduled as provided in the seniority provisions of this Agreement. If the Employer determines that there is insufficient work, then the Employer may require employees to clock out in the following order: (1) volunteers; (2) temporary employees; and then (3) employees within the Unit in the inverse order of classification seniority. Normally, full-time employees will be scheduled for forty (40) hours of work per week consisting of five (5) consecutive eight and one half hour (8.5 hour) days, which will include a thirty (30) minute unpaid meal break. Alternatively, full-time employees will be scheduled for four (4) consecutive ten and one half hour (10.5) hour days, which will include a thirty (30) minute unpaid meal break. This does not constitute a guarantee of hours.

Work schedules shall be posted in every unit and shall not normally vary from week to week. Workers shall be provided at least seven (7) calendar days' notice prior to the start of the scheduled work week regarding any temporary changes in hours of work or scheduled days off (e.g., changes due to vacation coverage or other limited-duration operational needs), except in cases of emergency, or if all employees in the affected schedule voluntarily agree to work the schedule upon shorter notice. Such temporary changes shall be made in accordance with classification seniority.

All foreseeable requests for paid time off shall be submitted at least fourteen (14) calendar days in advance.

When business permits, management will maximize each full-time employee's hours up to forty (40), within five (5) days of work each week by seniority.

11.2 Clocking Out:

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

11.3 Full-Time Employees:

Employees who regularly work thirty (30) or more hours per week are considered full-time employees.

If a part-time employee bids into a job with a schedule of full-time hours, he will immediately be considered full-time and become eligible for benefits.

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

If an employee chooses to give up full-time status, COBRA rights will apply. If said employee later chooses to return to full-time status, he will have to wait ninety (90) days following the resumption of full-time status for reinstatement of benefits.

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

11.4 Overtime:

(a) Definition: Employees will be paid time and one-half (1%) their regular hourly rate of pay for all hours worked in excess of forty (40) in a workweek. Overtime must be authorized in advance by a manager.

(b) Assignment Employees shall be expected to work overtime when requested. When there are more employees in the classifications than are needed for the overtime work, the Employer will offer work in the classification by seniority. If there are insufficient volunteers, the Employer may require employees in the classification to work in inverse seniority order.

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

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

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

(f) If employees in an outlet have worked overtime during the week, and the Employer determines that employees in the same outlet and classification need to be released due to a lack of work, employees in that classification and outlet will first be offered the opportunity to leave. If there are insufficient volunteers, employees will be released for the shift by reverse classification seniority within that outlet, in accordance with Section 11.2.

11.5 Meals and Breaks:

Employees shall receive a 15-minute paid break period for every 4 hours worked. Employees working 6 or more hours shall be assigned by the Employer a 30-minute unpaid lunch break at a time that works for the business and consistent with applicable law.

Fountain drinks shall be provided free to all employees effective upon ratification of new CBA. The Employer will cover seventy-five percent (75%) of the cost of any other food or beverage items purchased by the Employee, up to twenty dollars (\$20) per day.

11.6 Time Between Scheduled Shifts:

No employee shall be scheduled by the Employer for a shift without being afforded a period of ten (10) hours or more rest after the completion of the previous regularly-scheduled shift, unless such employee has voluntarily bid for such a schedule.

11.7 Definition of Work Week:

The work week shall begin on Saturday at 12:00 a.m. and end on Friday at 11:59 p.m.

ARTICLE 12 – COMPENSATION

12.1 Wage Rates:

Employees shall receive wages as set forth in Appendix A.

12.2 New Classification:

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

12.3 Cross-Classification Work:

An employee required to replace another employee in a higher paid classification shall receive the rate under this Agreement for the higher paid classification for all hours worked in the higher paid classification, provided the employee works one (1) or more hours in the higher paid classification. Employees must clock out at the lower pay rate and clock in at the higher classification pay rate.

12.4 Gratuities:

Non-bargaining unit personnel shall not be permitted to accept gratuities intended for bargaining unit members.

12.5 Pay Days and Direct Deposit:

Employees shall be paid bi-weekly on Fridays (every other week). Upon request, the Employer shall conduct a tutorial meeting about payroll issues for interested employees.

Along with every paycheck, employees will be provided with a printed report showing the balance of all earned benefits (e.g., vacation, sick time, holidays).

The Employer will not deduct greater than \$25 from any one paycheck for arrearages due to missed payroll deductions.

12.6 Paycheck Discrepancies:

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

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

12.7 Reporting Pay:

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

12.8 Meeting Pay:

If an employee is required to attend a meeting called by the Employer, such employee shall be paid at his/her regular straight time rate for such attendance. If the meeting takes place during an employee's regularly scheduled day off or non-work time, such employee will be paid a minimum of four (4) hours or the actual time spent in the meeting, whichever is greater. Employees in tipped classifications will be paid at the Benefit Rate specified in the Appendix A attached hereto.

12.9 Maintenance of Wages:

No employee shall have his/her wages, benefits or other working conditions enjoyed by the employee reduced as a result of the ratification of this Agreement.

ARTICLE 13 – PAID TIME OFF

13.1 Vacations:

Vacations shall be credited on Employees' anniversary of service according to the following schedule:

First Year: Up to 5 days (40 hours)
After two years: Up to 10 days (80 hours)
After five years: Up to 15 days (120 hours)
10 yrs+ = 20 days (160 hours)

Employees shall be permitted to accumulate and use up to one (1) additional week of vacation time beyond the annual allotment for his years of service. For example, an employee with three (3) years' seniority may use up to fifteen (15) days' vacation in any given year if he carried over one (1) weeks' vacation from the prior year.

Tipped employees shall receive the Benefit Rate for all vacation days paid.

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

Vacation may be used in increments of one (1) day or more. When an employee is requesting three (3) days or less of his/her vacation time, it shall be requested with no less than seven (7) days' notice to the Employer.

13.2 Holidays:

| | |
|------------------------|--------------|
| Martin Luther King Day | Memorial Day |
| President's Day | July 4th |
| Labor Day | Thanksgiving |
| Christmas Day | |

Full-time non-tipped employees who do not work on a holiday shall receive straight-time pay at their normally-scheduled number of hours. Tipped workers shall be paid at the Benefit Rate for their normally-scheduled number of hours.

Full-time and part-time non-tipped employees who work on a holiday shall receive one and one-half (1 and 1/5) their normal hourly straight-time pay (plus overtime pay, if applicable) for all hours actually worked on the holiday. Full-time and part-time tipped employees who work on a holiday shall receive the Benefit Rate for all holiday hours worked in lieu of their normal hourly rate of pay, plus shall be entitled to collect gratuities.

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

Bartenders shall receive one and one-half (1 and 1/5) their normal hourly straight time rate when they work on Holidays. Servers shall receive the Benefit Rate for worked Holidays.

13.3 Sick Time:

All full-time employees shall receive five (5) sick days per year, credited on January 1 of each year of the Agreement. Sick time may be used in half (1/2) day or more increments. A doctor's note may be required if an employee is absent for more than three (3) scheduled work days, or in instances where the employer has legitimate reason to suspect abuse.

Tipped employees shall be paid the Benefit Rate for all sick time used.

Employer shall pay out up to three (3) unused sick days per year to each bargaining unit member by December 31.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 Family and Medical Leave:

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

(b) Additional Medical Leave: With appropriate medical documentation, employees who have completed six (6) months of service and who have exhausted their FMLA leave or are not eligible for FMLA leave, will be granted additional unpaid medical leave for personal serious illness or injury, not to exceed the time limits set forth in section 14.4, provided that such leave is deemed a necessary reasonable accommodation required under either federal or local law. Employees with more than six (6) months of service but less than one (1) year may be granted leaves up to eight (8) weeks of unpaid medical leave.

14.2 Funeral Leave:

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

14.3 Jury Duty:

When an employee covered by this Agreement is summoned for jury duty, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay and the regular straight time hourly rate for the regularly scheduled hours of work for up to five (5) work days in any calendar year, unless applicable state law requires better.

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

14.4 Personal Leave:

Employees with one (1) year of service desiring an unpaid leave of absence for personal or family circumstances, or as provided in Section 14.6 below, must first secure written agreement from the Employer. Such leave may be granted at the sole discretion of the Employer and shall not exceed six (6) months.

14.5 Union Leave:

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

The Company will further provide unpaid leave to employees to attend such conventions, meetings, and union functions as the Company determines its business requirements reasonably allow. The Union will provide the Company one (1) week's notice in each instance.

14.6 Military Leave:

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

14.7 Expected Return Date:

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

The Employer may require employees on medical leave of absence, or returning from medical leave of absence, to be examined by a physician chosen by the Employer, where permitted by applicable law. In such case, the Employer will pay the cost of said examination. Such examinations shall be limited to an evaluation of the employee for the conditions related to the circumstances requiring the leave.

14.8 Accrual of Benefits and Seniority:

Accrual of benefits and seniority shall be suspended during any leave of absence except as otherwise provided herein or required by applicable law. Failure to return to work at the designated date, time and location at the end of any authorized leave of absence shall result in loss of seniority rights and shall be deemed a voluntary termination.

14.9 Working While on Leave:

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

ARTICLE 15 – HEALTH AND WELFARE

Health and Welfare benefits shall be provided to eligible employees in accordance with the terms set forth in Appendix B and Memorandum of Agreement for participation in UNITE HERE HEALTH (attached hereto). Workers who are currently enrolled in the Panamed Plus 1 and Family plans may continue in those plans. Newly hired employees shall be eligible for benefit contributions on the first day of the first month after their probationary period. New hires may only join the Unite Here Health and Welfare Fund.

The Plan options contain the following proposed rates.

Gold Plus Medical Plan

| | Single | Single + Spouse | Single + Children | Family |
|-------------|---------------|------------------------|--------------------------|---------------|
| 2016 | \$557.75 | \$1,189.54 | \$930.36 | \$1,652.15 |
| 2017 | \$613.53 | \$1,308.49 | \$1,023.40 | \$1,817.37 |
| 2018 | \$674.88 | \$1,439.34 | \$1,125.74 | \$1,999.10 |

Silver Plus Medical Plan

| | Single | Single + Spouse | Single + Children | Family |
|-------------|---------------|------------------------|--------------------------|---------------|
| 2016 | \$450.55 | \$960.91 | \$751.54 | \$1,334.60 |
| 2017 | \$495.61 | \$1,057.00 | \$826.69 | \$1,468.06 |
| 2018 | \$545.17 | \$1,162.70 | \$909.36 | \$1,614.87 |

Dental/Vision Plan

| | Single | Single + Spouse | Single + Children | Family |
|-------------|---------------|------------------------|--------------------------|---------------|
| 2016 | \$21.63 | \$47.81 | \$47.20 | \$72.06 |
| 2017 | \$21.63 | \$47.81 | \$47.20 | \$72.06 |

The following Employer contributions shall apply for the medical plans:

January 1, 2016 through December 31, 2016- 80% Employer contribution/Employee Only

January 1, 2017 through December 31, 2017- 80% Employer contribution/Employee Only
January 1, 2018 through December 31, 2018- 80% Employer contribution/Employee Only

The following Employer contributions shall apply for the dental plan:

January 1, 2016 through December 31, 2016- 50% Employer contribution/Employee Only
January 1, 2017 through December 31, 2017- 50% Employer contribution/Employee Only
January 1, 2018 through December 31, 2018- 50% Employer contribution/Employee Only

ARTICLE 16 – 401K PLAN

Employer will continue to offer its current 401k plan.

ARTICLE 17 – UNIFORMS

Employer shall furnish uniforms to its employees as follows: Three (3) uniform shirts, one (1) uniform hat or visor, one (1) name tag, and one (1) apron if required for uniform. Each uniform or part thereof, must be returned upon termination. In the event such uniforms are not returned, the cost of any item of the uniform will be deducted from the employee's final paycheck. The Employer agrees to replace uniforms at its sole expense for normal wear and tear.

ARTICLE 18 – SUCCESSIONSHIP

18.1 Change of Ownership:

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

18.2 Labor Peace Agreement Binding on Successors:

The parties agree that the following shall apply in instances where the Employer, Areas USA DTW, LLC, agrees to sell, lease, sub-contract, or sub-lease all or any portion of its operations at Detroit Metropolitan Airport.

Nothing in this Agreement shall restrict or limit in any way the right of the Union to engage in strikes, picketing, boycotts or other adverse economic action against any of the Employer's food and/or beverage subcontractors or sublessees at the Airport, or employees covered by this Agreement, with or without the encouragement of the Union, to respect to any lawful, primary picket line established by the Union, or the right the employees or the Union in furtherance of any dispute with one or more subcontractors or sublessees to conduct a boycott

against any entity other than the Employer or to communicate in any way with customers, vendors, directors, officers, lessors, property owners, shareholders, bondholders, lenders or any other persons except in relation to the Employer, and that employees respecting such a picket line may not be replaced. The Union waives these rights with respect to any subcontractor or sublessee that has entered into an agreement with the Union including all of the following provisions (or alternatives mutually agreed between the Union and the subcontractor or sublessee), where "Operator" means such subcontractor or sublessee:

- (a) The Operator will take a strictly neutral approach to unionization of Employees. The Operator will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Operator to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.
- (b) The Operator shall not interfere with access on its premises to its employees by the Union in non-work areas, provided that the Union shall not interfere with the performance by Employees of their work.
- (c) Within ten (10) days following receipt of a written notice of intent to organize Employees, the Operator will furnish the Union with a complete list of such employees, including both full and part-time Employees, showing their job classifications and departments. Within two (2) weeks thereafter, the Operator will furnish a second list of such employees to the Union, including the addresses of all employees. Thereafter, the Operator will provide updated lists at the end of each payroll period.
- (d) The Union may request recognition as the exclusive bargaining agent for Employees. Arbitrator _____, or another disinterested, neutral party mutually satisfactory to the Operator and the Union will be selected to conduct a review of employee's authorization cards and membership information submitted by the Union in support of its claim to represent a majority of the Employees in the unit. If a majority of Employees has joined the Union or designated it as their exclusive collective bargaining representative, the Operator will recognize the Union as such representative of the Employees. The Operator will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition by the Union pursuant to this Paragraph. The Union and the Employer agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement.

- (e) If the parties are unable to reach agreement within sixty (60) days following commencement of negotiations for a collective bargaining agreement, all unresolved issues shall be submitted for resolution to arbitration pursuant to the procedures described in this Agreement, and if arbitration shall be required, the arbitrator shall consider, but not be limited to, the following factors:
 - i. Wages, hours and other terms and conditions of employment of the Operator's competitors;
 - ii. The Operator's financial capacity (if the Operator places this in issue);
 - iii. Cost of living as it affects the Employees;
 - iv. Ability of Employees to earn a living wage for the support of themselves and their families; and
 - v. Regional and local market conditions.

ARTICLE 19 – NO STRIKE / NO LOCKOUT

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

ARTICLE 20 – MISCELLANEOUS BENEFITS

20.1 Parking:

Employees shall pay no more than twelve dollars and fifty cents (\$12.50) per month towards the cost of Employer-approved parking for the life of this Agreement. Any remaining costs shall be borne in full by the Employer.

ARTICLE 21 – HEALTH AND SAFETY COMMITTEE

- (a) The Employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by

the various health codes and other applicable statutes are supplied to maintain a safe environment.

- (b) Joint Safety and Health Committee ("Committee") will be established by the Employer and the Union, composed of three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet periodically, but no less than quarterly at which time they will conduct a walk-around inspection. The Employer will consider all of the recommendations from the Committee in good faith.
- (c) The Employer shall make available appropriate personal protective equipment and replace for normal wear and tear as needed, at no cost to the employee. Employees are expected to use/wear all protective equipment and are responsible for lost protective equipment. The Employer will supply latex gloves as needed. Latex gloves will not be used in place of "cut" gloves and the Employer will supply sufficient "cut" gloves to all employees and will not require any employee to perform knife work or handle any slicing apparatus without a "cut" glove. Failure to wear a "cut" glove when performing knife work or handling any slicing apparatus will result in disciplinary action.

ARTICLE 22 – SEPARABILITY AND SAVINGS

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

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

EXHIBIT "A"

All regular full-time and regular part-time food and beverage, retail clerk, stocking and warehouse employees, and lead employees who are not authorized to hire, fire or effectively recommend discipline, and excluding supervisors, managers, and guards as defined by the National Labor Relations Act.

REVISED ATTENDANCE POLICY

AREAS USA MCO, DTW, ATL and IND

The parties agree as follows:

Effective January 1, 2016

POLICY: The Employer expects Associates to report to work on their scheduled days and start times. Quality of service to our customers and co-worker considerations require that Associates report to work when scheduled. The Company does, however, recognize that occasionally extenuating circumstances may arise which would otherwise prevent an Associate from meeting this expectation.

PURPOSE: To assure that those Associates who have difficulty meeting attendance standards are counseled early, thereby proving reasonable time to demonstrate improvement. Continued excessive absenteeism/tardiness occurrences will be treated in a progressive disciplinary manner. The attendance and tardiness policy is based on the belief that trends toward excessive. Absenteeism/tardiness must be identified as early as possible.

INTENT: to maintain a safe and productive work environment, The Employer expects Associates to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other associates and disrupt operations. Either may lead to disciplinary action, up to and including termination of employment.

SCOPE: Hourly Associates **GENERAL GUIDELINES:**

In the rare instances when associates cannot avoid being late to work or are unable to work as scheduled, they must notify the manager-on-duty or lead associate at least two hours prior to the scheduled shift. To notify the manager or lead associate: Call your terminal and attempt to speak to the manager or lead. If after a good faith effort to do so, you cannot reach the manager or lead, leave a voice message on the terminal answering machine. If the machine is not functioning, call the main office number and leave a message there. However, in all cases except unusual emergencies, you should actually speak to your manager or lead at some point during the scheduled shift to discuss the reason for the absence and the date or time you expect to return. Phone numbers will be posted at each terminal.

Should an illness or injury arise that would cause you to miss three or more shifts, you may be required to provide a physician's statement indicating that you are able to return to work without restrictions. The Company reserves the right to request such a statement to establish entitlement to sick pay benefits where the history or circumstances suggest abuse of sick days.

For purposes of this policy, attendance/tardiness occurrence is defined to include:

- Late for work-tardiness: the Company recognizes a "10 minute rule". In other words, tardiness results after 10 minutes from your scheduled start time. Tardiness of eleven (11)

minutes to one hour shall be one-half occurrence; tardiness of more than one hour shall be one occurrence.

- Leaving your work without your manager's approval will be considered job abandonment and will be cause for termination. In the event that an associate has a medical personal emergency, it is the associate's responsibility to notify their immediate supervisor. If the immediate supervisor is unavailable, it is the associate's responsibility to find the next available member of the management team before leaving their job post. A medical personal emergency is defined as an unforeseen occurrence of personal illness, or that of an immediate family member.
- Personal or family illness or accident. Balancing the need for reliable staffing, and the need for time off to address personal or family medical conditions, the first six unscheduled occurrences during any calendar year (three in the first six months, three in the second) shall not count as occurrences for purposes of this policy, provided: (1) the employee follows the two hour advance notice requirement, and (2) the absence is in connection with a bona fide personal or **family medical condition** or other verifiable **personal emergency**.

Consecutive days of absence in connection with a single bona fide personal or family medical condition or other verifiable personal emergency shall count as one occurrence. However, avoidable employee absences (for example, expiration of employee badge due to employee negligence) are exempt from this provision.

To minimize the effects of excessive absenteeism, this Company has established the following attendance/tardiness occurrence guideline.

Disciplinary action for Absence Occurrences and/or Lateness Occurrences within the rolling six (6) month period shall apply as follows:

- 1 point shall result in a Verbal Warning
- 2 combined points shall result in a Written Warning
- 3 combined points shall result in a Final Written Warning
- 4 combined points shall result in Discharge

Should an Associate have a "no call/no show" (results when an associate has not notified the Company of an absence, prior to start of shift), one point shall be issued. "No call/no show" written warnings will be integrated into the progressive discipline noted above.

Occurrences more than six months old shall be void.

The conditions as set forth herein do not apply to associates who are currently in their 90-day introductory period. Those associates are subject to employment at will. A no call/no show is grounds for immediate termination.

Industrial accident or illness, military duty, jury duty, annual leave, or leaving work early when requested by a manager, vacation, sick days, other approved absences and leaves of absence are not considered when counting attendance/tardiness occurrences.

If you are absent two consecutive working days without notifying the Employer you will be considered to have voluntarily terminated your employment at the end of the scheduled shift of the second day.

All associates will begin with a clean attendance record as of January 1, 2016.

APPENDIX “A” – WAGES

Minimum Rates:

Tipped Employees

| <u>Job Classification</u> | <u>Scale Rate 7/1/2015</u> | <u>Scale Rate 7/1/2016</u> | <u>Scale Rate 7/1/2017</u> |
|---------------------------|----------------------------|----------------------------|----------------------------|
| Bartender | \$7.85 | \$8.15 | \$8.55 |
| Server | \$4.35 | \$4.65 | \$5.05 |
| Benefit Rate | \$10.00 | \$10.00 | \$10.00 |

Non-Tipped Employees

| <u>Job Classification</u> | <u>7/1/2015</u> | <u>7/1/2016</u> | <u>1/1/2017</u> | <u>7/1/2017</u> | <u>1/1/2018</u> |
|---------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Cashier | \$10.70 | \$10.95 | \$11.25 | \$11.55 | \$11.90 |
| Cook I | \$13.20 | \$13.45 | \$13.75 | \$14.05 | \$14.40 |
| Cook II | \$11.70 | \$11.95 | \$12.25 | \$12.55 | \$12.90 |
| Dishwasher/Utility | \$10.70 | \$10.95 | \$11.25 | \$11.55 | \$11.90 |
| Warehouse Att. | \$11.50 | \$11.75 | \$12.05 | \$12.35 | \$12.70 |
| Host(ess) | \$10.70 | \$10.95 | \$11.25 | \$11.55 | \$11.90 |
| Lead | \$13.70 | \$13.95 | \$14.25 | \$14.55 | \$14.90 |

New Hire Rates (Non-Tipped Workers):

New hires will be hired at fifty cents (\$0.50) per hour less than scale rates above. At the employee's six (6)-month anniversary date, she will go to the then-current job scale rate above. If there is an adjustment to the scale rates during an employee's initial six (6) months, the employee's rate will be increased by the amount of the scale rate increase, but she will not reach full scale rate until his/her six (6)-month anniversary date.

Example: Cashier hired 5/10/16

Hire Rate = \$10.20 7/1/16 rate = \$10.45 6-Month rate (11/10/16) = \$10.70
 1/1/17 rate = \$11.00 5/10/17 – 1 year anniversary rate = \$11.25

Non-Tipped employees hired after the ratification of this agreement (12/10/2015) will be hired at fifty cents (\$0.50) per hour less than the scale rates above. At the employee's six (6)-month anniversary date, the employee will move twenty-five cents (\$0.25) per hour less than the scale rates above. At the employee's one (1) year anniversary date, the employee will go to the then-current job scale rate above. If there is an adjustment to the scale rates during an employee's initial one (1) year term, the employee's rate will be increased by the amount of the scale rate increase, but will not reach full scale rate until the one (1) year anniversary date.

Across-the-Board Hourly Increases:

| | <u>Scale Rate 7/1/2015</u> | <u>Scale Rate 7/1/2016</u> | <u>Scale Rate 7/1/2017</u> |
|------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Tipped Employees | \$0.30 | \$0.30 | \$0.40 |

| | <u>7/1/2015</u> | <u>7/1/2016</u> | <u>1/1/2017</u> | <u>7/1/2017</u> | <u>1/1/2018</u> |
|----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Non-Tipped Employees | \$0.50 | \$0.25 | \$0.30 | \$0.30 | \$0.35 |

Training Rate:

An employee who is scheduled by management to train another employee shall receive one dollar (\$1.00) in addition to his/her hourly rate of pay for the hours spent training the new employee. This does not apply to employees who are classified as Leads.

Miscellaneous Language

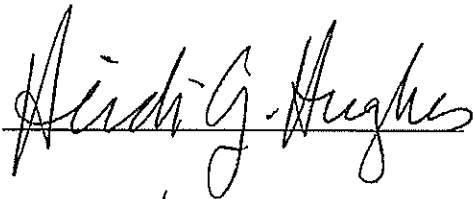
Whenever possible, Utility Employees shall be performing the duties of sweeping, mopping, and general clean up.

ARTICLE 23 – TERM OF AGREEMENT

This Agreement shall become effective on July 1, 2015 (the "Effective Date") and shall remain in full force and effect through and including June 30, 2018. This Agreement shall continue from year to year thereafter unless either party gives written notice with proof of receipt to the other party, to be received no more than ninety (90) days nor less than sixty (60) days prior to initial expiration or any yearly anniversary date thereafter, of intention to reopen or modify this Agreement. This Agreement may only be amended, supplemented, rescinded or otherwise altered by mutual agreement in writing between the Employer and the Union.

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

FOR THE UNION



3/14/16
Date

FOR THE EMPLOYER



3/21/16
Date