

**MIDFIELD CONCESSION ENTERPRISES  
AND  
UNITE HERE LOCAL 24**

**COLLECTIVE BARGAINING AGREEMENT**

**EFFECTIVE MAY 10, 2012 THROUGH MAY 9, 2015**

This Agreement is made by and between MIDFIELD CONCESSION ENTERPRISES, doing business at the North Terminal of the 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 North Terminal of Detroit Metro 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 employed by the Employer at its retail outlets located in the North Terminal of Detroit Metro Airport ("Airport") in classifications listed in Exhibit A (referred to hereinafter as "Employees").

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, unanticipated employee absences, and/or other situations where immediate coverage is required. 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:**

(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 of the Union shall be retained in employment after the 90-day probationary period, to the extent permitted by law.

(f) Upon written notice from the Union of a failure of an Employee to complete membership in the Union within the time limits set forth in this Article, or of a failure to pay dues/fees as required by the Union, the Employer shall, within seven (7) days of receiving such notice from the Union, discharge such Employee. It is understood and agreed, pursuant to the Labor Management Relations Act of 1947, as amended, that loss of good standing in the Union shall not impact continued employment unless it results from failure to tender regular dues or service fees as are uniformly required of all employees. It is further agreed that Employees subject to discharge pursuant to this provision shall be permitted to cure any delinquencies within the seven day period beginning with the Employer's receipt of the written notice from the Union, and thereby preserve their employment.

### **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 Initiation Fees and Dues:**

(a) The Employer, after receipt of written authorization from each Employee, 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 (15<sup>th</sup>) day of the following month.

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

### **2.4 Quarterly Reports:**

(a) The Company agrees to provide the Union with a quarterly seniority list, or more frequently upon reasonable request, not to exceed three (3) requests in any quarter. 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.

(b) 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.

### **2.5 Union Stewards:**

The Union shall have the right to designate six (6) MCE Employees covered by this Agreement as shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. MCE shop stewards shall not act as shop stewards for any employee not covered by this Agreement and no employee of any employer other than MCE shall act as a shop steward for any MCE employee. Should the number of employees covered by this agreement increase by ten (10) or more, the Union may designate one (1) additional shop steward for each additional ten (10) Employees. 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 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.

## **2.6 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. 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 Employees are serving customers or while customers are waiting to be served. The Union recognizes and supports the Employer's desire to provide excellent customer service and will endeavor to speak with Employees at times and in a manner that are consistent with these customer service goals.

## **2.7 Security Approval:**

The Employer agrees to cooperate with the Union in the Union's efforts to obtain the security clearances and badges 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 unless TSA or Airport Authority requirements dictate otherwise. 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.

## **2.8 Voluntary Political Deductions:**

MCE agrees to honor voluntary political deduction authorizations from its employees as follows:

Upon receipt of a written authorization, MCE will deduct and remit to the Treasurer of the UNITE HERE TIP Campaign Committee the amount specified by the Employee. Deductions will begin within fourteen (14) days of the receipt of the signed authorization and transmittal will take place monthly and will be accompanied by a list setting forth as to each contributing employee his or her name, address, classification, rate of PAC payroll deduction per month and contribution amount being transmitted. The transmittals and list will be submitted monthly to UNITE HERE TIP Campaign Committee, 275 Seventh Ave., 11<sup>th</sup> Floor, New York, NY 10001, Attention: Treasurer.

## **2.9 Bulletin Board:**

The Employer agrees to provide a bulletin board or posting area in each North Terminal retail location covered by this Agreement. Postings shall not contain defamatory text toward the Employer, its representatives or the Employer's client.

## **2.10 Indemnification:**

The Union agrees to defend, indemnify and hold the Employer harmless from any liability or expense incurred by the Employer arising from the Employer's action pursuant to any section of this Article (Article 2 – Union Rights).

## **2.12 Union Orientation:**

Within five (5) calendar days following a new employee(s) being hired by the Employer, 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 for the purpose of orientating the Employee to the Union. The Company will arrange a private location for this meeting.

## **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 and employees, including but 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; determine shifts and hours of work for Employees; 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 consolidate or merge with any other entity; to expand or reduce operations; to determine the services to be offered; to determine all methods of providing services; to make all financial decisions concerning its operations; to determine accounting, bookkeeping and other record-keeping methods; to determine whether to discontinue any services or operational components of its business; to determine the identity of its supervisors and managers and to determine the amount and type of supervision that is needed; to determine service standards; to determine the means and methods of providing services, schedules of work, and hours of operation; to retain sole and exclusive control over all matters pertaining to the selection, direction, instruction and control of Employees including, but not limited to, establish and publish an employee handbook and reasonable employment policies, work rules and rules of conduct, uniform standards, appearance standards, safety and performance standards; to

schedule and assign work and the number of hours to be worked; to hire, rehire, promote, demote, recall, transfer, assign, reassign, discipline, discharge for cause and/or lay-off Employees for lack of work; to determine the number of employees to be hired, employed and working; to promote or transfer employees to managerial or other positions outside the bargaining unit (with employee consent); to implement and enforce drug testing policies consistent with state and federal law; to determine the number and qualifications of employees needed to perform work; to determine job content, to create new job classifications and revise existing job classifications (within the requirements of this Agreement); to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons not inconsistent with this Agreement; and to perform all other functions inherent in the administration, management, control and/or direction of its operations in a manner not inconsistent with this Agreement.

#### **ARTICLE 4 - NON-DISCRIMINATION AND IMMIGRATION RIGHTS**

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

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 Employer.

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.

The parties recognize that recent immigrant workers may be employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice amongst themselves when not in the presence of customers.

## **ARTICLE 5 - 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 will not be tolerated. Discipline shall be handled in a professional manner.

## **ARTICLE 6 - SENIORITY (INCLUDING JOB POSTING AND BIDDING, LAYOFF, RECALL AND BREAKS IN SENIORITY)**

### **6.1 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 the most senior employees subject to the limitations set forth in this Agreement.

### **6.2 Definition:**

"Classification seniority" shall mean continuous length of service with the Employer at the North Terminal in one of the wage classification categories listed in Appendix A of this Agreement.

"Company seniority" shall mean continuous length of service with the Employer at the North Terminal. Company seniority is used to determine eligibility for vacation and bidding for job vacancies after classification seniority bidding.

The procedure enumerated in paragraph 6.9 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.

If MCE should acquire an affiliate entity which provides similar services at the North Terminal, such that the employees of the acquired entity would fall within the scope of Article 1.1 of this Agreement, MCE agrees to meet and bargain with the Union regarding the seniority status of the new employees. Specifically, MCE and the Union will bargain to determine how much, if any, of the new employees' prior service will be credited toward their seniority under this Agreement.



### **6.3 Seniority Rights:**

The Employer, subject to Employee qualification will recognize seniority for:

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

For purposes of this Agreement, a retail unit is defined as a single brand. Some retail units may have multiple locations. For example, at the time of this Agreement, MCE has three (3) Coffee Beanery locations at the North Terminal. All three Coffee Beanery locations constitute a single "retail unit" as defined herein.

### **6.4 Temporary Openings:**

Temporary openings, i.e., to cover absences, coverage for employees on vacation, overtime coverage or other unanticipated temporary staffing requirements, will be filled with employees from within the same classification within the same retail outlet. 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 or overtime requirement in reverse order of classification seniority within the retail outlet; provided, however, that no Employee shall have any right to fill a position for which he or she does not possess the requisite qualification.

### **6.5 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 among Employees who, in the judgment of the Employer, possess the requisite qualification to perform the job.

All job openings must be posted for a period of no less than seven (7) calendar days.

Permanent job vacancies, including jobs in new or remodeled retail establishments of the Employer located in the North Terminal, shall be awarded to the most senior qualified employee who submits a bid based on Classification seniority, in the following order of priority:

- 1) within the retail unit
- 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 retail unit
- 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.

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

Employees transferring to a new classification, shift or retail location shall be subject to a ten (10) work day (for the Employee) trial period. During this period, the Employee may choose to return to his or her former position without loss of seniority. Also during this period, the Employer may return the Employee to his or her prior position if, in the judgment of the Employer, the Employee is not able to adequately perform the new job. The Employer's decision to return an Employee to his or her prior job shall not be arbitrary, capricious, or discriminatory.

#### **6.7 Layoff and Recall:**

If it becomes necessary to lay off employees, those employees with the least Company seniority within an affected job classification in the affected retail unit 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 move into vacancies in the same classification but in a different location or in a different schedule with comparable total hours, if available.

#### **6.8 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 MCE. It is the employee's responsibility to maintain up to date address and telephone information on file with the Employer. Employees will have five (5) 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.

#### **6.9 Same Date Seniority:**

In the event employees share the same seniority date, the senior employee shall be determined by adding the last four (4) digits of the employee's social security numbers. The employee with the higher sum shall be considered more senior. In any case in which sums are equal, the most senior employee will be the employee with the highest last digit of their social security number. If two or more such employees have equal last digits, seniority shall be determined by comparing each digit of such employees' social security number in reverse order (from last to first) until there is a difference between the digits. The employee with the highest digit at that point shall be considered more senior.

#### **6.10 Breaks 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 five (5) calendar days after receipt of notice by certified mail or recall from layoff as discussed in Article 6.8 above. Where the employer has provided more than five (5) 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 or injury for twelve (12) months;
- g. Knowingly applying for unemployment compensation benefits while on a medical or personal leave of absence;
- h. No call/no show for 3 consecutive shifts;
- i. Other causes set forth in this Agreement.

## **ARTICLE 7 - DISCHARGE, DISCIPLINE, AND PROBATIONARY PERIOD**

### **7.1 Probationary Employees:**

For the first ninety (90) days of employment, Employees shall be probationary and may be dismissed or disciplined at the Employer's sole discretion and shall have no recourse through the grievance and arbitration provisions of this Agreement. 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.

### **7.2 Discipline:**

The Employer agrees to discipline and discharge only for just cause. The Employer recognizes the theory of corrective, progressive discipline. However, the Union and the Employer agree that certain offenses are considered so serious as to constitute just cause whereby an employee may, at the sole 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 only if legally prescribed to the Employee.)
- 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. Gross (willful) insubordination, or intentional failure to follow reasonable instructions.
- i. Violation of Airport Security Protocols.
- j. Physical threats or harassment (as defined by law) of any Employee, customer, or other individual in the workplace.
- k. Sexual harassment or harassment based on any protected characteristic.
- l. Theft.

Progressive discipline shall include the following steps: (1) written warning; (2) second written warning; (3) third/final written warning or suspension without pay; (4) termination.

Disciplinary action shall not be considered for purposes of step progression after twelve (12) months.

Unintentional cash handling errors of \$10.00 or less will be subject to a documented non-disciplinary coaching for a first offense, regardless of which step of progressive discipline the Employee is on at the time. Subsequent offenses will be treated as disciplinary matters and will result in a progression to the next disciplinary step. (See Cash Handling Policy).

Attendance issues will be addressed on a separate disciplinary track pursuant to the Employer's Attendance and Punctuality policy found in the MCE Handbook. As provided therein, attendance-related infractions shall not be considered for purposes of step progression after twelve (12) months.

### **7.3 Representative At Disciplinary Meeting:**

An employee shall be permitted to have a Shop Steward of his or her choice or a 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 available bargaining unit Employee 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. Such meetings shall take place in as private a setting as is practicable, away from customers and co-workers.

### **7.4 Disciplinary Notices:**

Written disciplinary notices issued to employees must specify the events or actions for which the notice is issued. Written disciplinary notices shall be issued to employees within seven (7) calendar days of the event or action for which the written disciplinary notice is being issued or within seven (7) calendar days of the Employer's discovery of the event or action. Discovery by the Employer is presumed when any manager or supervisor of the Employer is aware of the event or action.

### **7.5 Investigatory Suspensions:**

Where appropriate, disciplinary action may be preceded by an unpaid 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 or discipline. Should the investigation not result in disciplinary action, the Employee shall be made

whole for all lost wages and benefit accruals occasioned by the investigatory suspension.

#### **7.6 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. New employees shall be informed during their training of the Airport and Employer's use of shoppers.
- b. An employee and the Union will, on request, be shown copies of any shopper reports which are retained in the employee's personnel file.
- c. The Employer will inform the employee as soon as practicable of a shopper's report that may result in disciplinary action.
- d. The Employer will not hire any shopping service that receives from the Employer an additional fee for generating negative reports or which pays its employees a fee or bonus for negative reports (provided that the Employer is aware of the fee or bonus arrangement).

#### **7.7 Security Inspections:**

The Employer wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Employer prohibits the possession, transfer, sale, or use of such materials on its premises. The Employer requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of the Employer. Accordingly, any agent or representative of the Employer can inspect them, as well as any articles found within them, at any time, either with or without prior notice.

The Employer likewise wishes to discourage theft or unauthorized possession of the property of employees, the Employer, visitors, and customers. To facilitate enforcement of this policy, the Employer or its representative may inspect not only desks and lockers but also Employee's packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Employer's premises. Additional guidelines regarding bags, backpacks and purses are found in the MCE Handbook.

## **ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION**

### **8.1 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.

### **8.2 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 written agreement of the Employer and the Union.

### **8.3 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 commence at 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 North Terminal Operations Manager. The written grievance must 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 North Terminal Operations Manager or his/her designee, the union representative and/or Steward and the grievant in an effort to resolve the grievance. The North Terminal Operations Manager or his/her designee 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 Administrative General Manager. Within five (5) calendar days of the grievance being submitted, a meeting shall occur between the Administrative General Manager or his/her designee, the union representative and/or steward and the grievant in an effort to resolve the grievance. Such meeting may occur by telephone or videoconference. The Administrative General Manager or his/her designee shall provide a written response within five (5) calendar days of the meeting.

### Step Four (Arbitration):

In the event that the grievance cannot be settled in Step Three, the matter may be referred to an arbitrator by the Union or by the Employer for determination within thirty (30) calendar days from receipt of the Administrative General Manager's 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 mutual agreement of 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), all of whom shall be members of the National Academy of Arbitrators. 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 later of the date of the close of the hearings or the date on which the post-hearing briefs were submitted. The decision of the arbitrator shall be final and binding upon the parties.



The arbitrator shall have no power to establish a new rate or to change the existing wage structure, or establish new jobs, or change existing job content.

The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.

The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the provision of this Agreement, and he/she shall be without power and authority to make any decision: (1) contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; (2) granting any right or relief for a period of time whatsoever prior to the execution of this Agreement.

The arbitrator's decision shall be final and binding on the Union, all Employees covered by this Agreement, and the Employer.

In the event a case is appealed to an arbitrator, and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation(s) on the merits of the case.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any Employee other than the aggrieved shall not apply to their participation in arbitration cases.

#### **8.4 Sole and Exclusive Remedy:**

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

#### **8.5 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 9 - WORK TIME (INCLUDING HOURS OF WORK, OVERTIME, MEALS AND BREAKS)**

### **9.1 Work Schedules:**

Normally, full-time employees will be scheduled for thirty-five (35) to forty (40) hours of work per week typically consisting of five (5) eight- (8) hour days, which will include a thirty (30) minute paid meal break. Alternatively, full-time employees may be scheduled for four (4) ten- (10) hour days, which will include a thirty (30) minute paid meal break. This does not constitute a guarantee of hours.

Work schedules shall be posted in every unit at least fourteen (14) days in advance. The Employer will use its best efforts to maintain consistency in schedules from week to week. Employees will be provided at least seven (7) calendar days' notice prior to the start of the scheduled work week regarding any changes in scheduled 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.

To minimize disruption to the schedules of other Employees, all requests for vacation days shall be submitted at least thirty (30) calendar days in advance. Where such advance notice of the request is not given, the Employer will consider such requests, but only to the extent it may do so without disruption to posted schedules. With supervisory approval, Employees may trade scheduled shifts provided the Employees are equally qualified for the work and provided that the Employees work in the same classification and retail unit.

### **9.2 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 retail unit and (3) full-time employees in inverse order of seniority by classification in that retail unit.

### **9.3 Employee Classifications:**

Employees who regularly work thirty-five (35) or more hours per week are considered full-time employees. Employees who regularly work between 20 and 35 hours per week are considered part-time. Employees who regularly work fewer than 20 hours per week are considered occasional employees.

Full-time hours will be evaluated every six months, on January 1 and June 30. If an employee does not maintain an average of thirty-five (35) or more hours per week over the preceding six-month period, he or she will receive written notification from the Company of a lapse in full-time status.

Upon receipt of the written notification, the Employee shall be permitted to contact his or her manager within five (5) days to seek restoration of hours, provided that the reduction in hours over the preceding six-month period was not the result of employee unavailability. In other words, if the Employee loses full-time status due to lack of work or being scheduled for insufficient hours, the Employee will be permitted the opportunity to seek a restoration of hours. If the manager is able to restore full-time hours in a manner consistent with this Agreement, and if the Employee thereafter maintains full-time hours for the following thirty (30) days, the Employee shall not lose full time status and health benefits. If the Employee fails to seek a restoration of hours within five (5) days of the written notice, or if the manager is unable to restore full-time hours in a manner consistent with this Agreement, the Employee will lose full-time status and benefits.

If an employee loses full-time status and, thus, benefits, COBRA rights will apply. If said employee later returns to full-time status, he will have to wait ninety (90) days following the resumption of full-time status for reinstatement of benefits.

#### **9.4 Overtime:**

(a) Definition: Employees will be paid time and one-half (1½) 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 at the retail unit. 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.

(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.

#### **9.5 Meals and Breaks:**

Employees working 6 or more hours shall be assigned by the Employer a 30-minute paid lunch break at a time that works for the business and consistent with applicable

law. Pay for the lunch break is contingent on the Employee timely clocking out and back in and limiting the lunch break to 30 minutes.

Employees working 6 or more hours shall receive a meal voucher worth five dollars (\$5) as well as unlimited fountain drinks and non-specialty coffee drinks. Or, at the Employee's option, the Employer will cover fifty percent (50%) of the cost of any food or beverage items (excluding fountain drinks and non-specialty coffee drinks, which are without charge) purchased by the Employee (on his or her lunch break only), up to ten dollars (\$10) per day. All food purchases, whether by voucher or discount, may be made at any MCE North Terminal outlet and must be rung into the system.

#### **9.6 Definition of Work Week:**

The work week shall begin on Monday at **12:00 a.m.** and end on Sunday at **11:59 p.m.**

### **ARTICLE 10 - COMPENSATION**

#### **10.1 Wage Rates:**

Employees shall receive wages as set forth in Appendix A.

#### **10.2 New Classification:**

The Employer may establish new classifications covered by this Agreement with different duties than are covered by existing classifications. The Employer will bargain with the Union 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 the wage rate thereafter if it so chooses, provided that such grievance must be filed within ten (10) calendar days of the Employer providing the Union with written notification of the wage rate, or else such grievance is waived for all purposes.

#### **10.3 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.

#### **10.4 Gratuities:**

Non bargaining unit personnel shall not be permitted to accept gratuities intended for bargaining unit members. Solicitation of gratuities and the use of tip jars is strictly prohibited at all North Terminal outlets. Employees may accept unsolicited tips, and may keep a container for such tips out of the view of customers.

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

Employees will be paid bi-weekly on Fridays. Direct deposit will be available.

Employee vacation and paid sick time accruals will be available for review on line. Employees without internet access may request a monthly report showing this information which shall be included with their pay checks/direct deposit receipts.

#### **10.6 Paycheck Discrepancies:**

The Employer shall make every effort to respond to 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 may be subject to disciplinary action and 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 Employer, the pay adjustment shall be made in the following payroll period.

#### **10.7 Reporting Pay:**

Employees who report to work as scheduled but are not permitted to work, without having been notified that they are not needed, shall be guaranteed four (4) hours work or pay in lieu thereof, unless (a) if the employee is given adequate notice before the start of a shift, or (b) 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.

#### **10.8 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 two (2) hours or the actual time spent in the meeting, whichever is greater. Meeting pay shall be at legally-required Minimum Wage for tipped employees.

## **ARTICLE 11 - PAID TIME OFF: Vacations, Holidays, Sick Time**

### **11.1 Vacations:**

Vacation time off with pay is available only to eligible full-time employees and is intended to provide opportunities for rest, relaxation, and personal pursuits. Full-time status for purposes of vacation entitlement shall be determined pursuant to article 9.3.

The amount of paid vacation time employees receive each year on the employee's anniversary date is as follows:

After 1 year of service, the employee is entitled to 5 vacation days each year.

After 3 years of service, the employee is entitled to 10 vacation days each year.

After 15 years of service, the employee is entitled to 15 vacation days each year.

Paid vacation time can be used in minimum increments of one (1) day. To take vacation, employees should request one (1) month in advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation requests received before March 1 of each year will be granted on a seniority basis. Vacation requests received after March 1 of each year will be granted on a first-come, first-serve basis.

In the event that earned vacation is not used by the end of the year, employees will forfeit the unused time.

Upon voluntary resignation of employment, with two weeks' notice, the employee will be paid for unused vacation time that has been earned through the last day of work. However, if the employee is terminated or fails to provide notice, forfeiture of unused vacation time will result.

### **11.2 Holidays:**

The Employer will grant holiday time off/holiday pay to all regular full-time and part-time employees on the holidays listed below:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)

The Employer will grant paid holiday time off/holiday pay to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours below:

- Regular full-time employees (eight hours of paid time)
- Regular part-time employees (four hours of paid time)

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible employees are scheduled to work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday. No call/no show on a scheduled holiday forfeits holiday pay.

Paid time off for holidays will not be counted as hours worked for the purposes of determining whether overtime pay is appropriate.

### **11.3 Sick Time:**

All full-time employees who have completed their 90 day probationary period shall receive three (3) paid sick days per year, credited on January 1 of each year of the Agreement. Sick time may be used in half (½) day or more increments. Sick days are intended for the Employee's personal illness or the illness of the Employee's minor child. A doctor's note will be required if an employee is absent for three (3) consecutive scheduled work days, or in instances where the employer has legitimate reason to suspect abuse.

## **ARTICLE 12 - LEAVE OF ABSENCES**

### **12.1. 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. Greater detail is available in the Employer's FMLA Policy.

**(b) Additional Medical Leave:** With appropriate medical documentation, employees who have completed one (1) year or more of service and who have exhausted their FMLA leave or are not eligible for FMLA leave, will be granted unpaid

medical leave for the Employee's personal serious illness or injury, not to exceed 4 weeks.

### **12.2 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, vacations, layoff or for days falling outside the employee's regular workweek.

### **12.3 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. Employees who are summoned for and report for jury duty as required by law shall be paid by the Employer an amount equal to the amount of wages the employee would have earned by working his or her scheduled straight-time shift for each day he or she performs jury duty and on which he or she otherwise would have been scheduled to work. The amount payable to the employee shall be reduced by all amounts received from the court. The Employer's obligation to pay an employee for jury duty is limited to a maximum of three (3) days in any calendar year. To receive pay, Employees must provide their supervisor as much advance notice as possible (in writing) of the receipt of a summons or notice to appear for jury duty and must furnish satisfactory evidence that jury duty was performed on any day for which payment is requested. Employees also must provide satisfactory evidence of the amount of pay received from the court for his or her service. Employees are required to report to work on those days when not required to report for jury service. Employees may use any available paid time off while on jury duty.

### **12.4 Personal Leave:**

Employees with one (1) year or more of service desiring an unpaid leave of absence for personal or family circumstances 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.



## **12.5 Military Leave:**

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

## **12.6 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 seventy-two (72) 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.

## **12.7 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.

## **12.8 Union Leave:**

A non-probationary employee, elected or selected for full-time Union service, shall be granted a leave of absence, without pay and benefits, for a period up to one (1) year, provided such request is made in writing at least four (4) weeks in advance to the Employee's manager. No more than one employee may take such a leave at any given time and no more than three (3) such leaves shall be granted over the life of this Agreement. Additionally, no employee of the Employer on such a leave may be assigned by the Union to perform services for the Employees of the Employer.

The Employer may provide unpaid leave to non-probationary employees to attend such conventions, meetings, and union functions as the Employer determines its business requirements reasonably allow. Such leave shall be without pay, for a period not to

exceed up to three (3) consecutive working days. All requests for such leave must be made at least ten (10) working days in advance, in writing. Not more than two (2) employees shall be granted such leave of absence at any one time, unless otherwise agreed to by the Union and the Employer, and no more than two (2) employees shall be eligible for such leave in any calendar year.

#### **12.9 Working While on Leave:**

With the exception of Union Leave as provided at Section 12.8, Employees on an approved leave of absence shall not engage in other gainful replacement employment.

### **ARTICLE 13 - HEALTH AND WELFARE**

Health and Welfare benefits shall be provided to eligible employees in accordance with the terms set forth in Appendix B.

### **ARTICLE 14 - HEALTH AND SAFETY**

#### **14.1 Hand Protection:**

The Employer will maintain its existing Hand Protection Policy for the life of the Agreement. This policy is found in the MCE Handbook.

#### **14.2 Labor-Management Committee:**

A Labor-Management Committee comprised of an equal number (not to exceed three (3)) of management representatives and Employees will meet quarterly for not more than two (2) hours per meeting. The up to three (3) Employees on the committee will be selected by the Union. The Committee may discuss issues of health and safety as well as general labor-management relations issues. The committee is intended to foster a spirit of cooperation and problem solving regarding workplace issues and concerns. As such, the committee will not process or formally discuss grievances and the results of such meetings shall not alter the provisions of this Agreement nor are the meetings to be construed as continued negotiations over the terms and conditions of this Agreement.

Notwithstanding the limitations above, the parties agree that during the first two (2) Labor Management Committee meetings under this Article they will cooperatively strive to maximize full-time opportunities within the bargaining unit. During these first two (2) meetings, the Union may elect to have a Union representative present in addition to the employee-members of the Committee.

## **ARTICLE 15 - 401K Plan**

Employer will continue to offer its current 401k plan. Upon ratification, the Employer will distribute enrollment materials to all Employees, which shall include materials describing the benefit and the process for enrolling

## **ARTICLE 16 - 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 17 – TRANSFER OF CONTROL**

17.1 Should MCE sell or transfer control of any of the North Terminal outlets subject to this Agreement to any Related Entity, such sale or transfer of control shall have no impact on the continuing validity of this Agreement (i.e. the Agreement remains in full force and effect). For purposes of this Article, a Related Entity is any firm, partnership, corporation or other enterprise which shares common ownership with MCE or which is a corporate parent, subsidiary or affiliate of MCE.

17.2 Should MCE sell or transfer any of the North Terminal outlets subject to this Agreement to any party other than a Related Party (as defined at 17.1), such sale or transfer shall be conditioned upon the transferee's/purchaser's agreement to recognize and bargain with the Union as to the employees and work locations subject to this Agreement.

## **ARTICLE 18 - 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.

## **ARTICLE 19 – WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT**

During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Employer expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Employer to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not:

- (a) such matters are specifically referred to in this Agreement;
- (b) such matters were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or
- (c) such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed.

This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

## **ARTICLE 20 - TERM OF THE AGREEMENT**

This Agreement shall become effective on May 10, 2012 (the "Effective Date") and shall remain in full force and effect through and including May 9, 2015. 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.

Executed this 14<sup>th</sup> day of MAY 2012.

UNITE HERE

MIDFIELD CONCESSION ENTERPRISES

By M. LaCoste

By [Signature]

Print Name MICHAEL LACOSTE

Print Name Andrew Hachem - President

By [Signature]

By [Signature]

Print Name William Leo Calabro

Print Name SAUND W. ALEXANDER - VICE President

## APPENDIX A - Wages

CLASSIFICATION	Minimum Rate as of 5/10/2012	Minimum Rate as of 5/10/2014	Wage Increase in Year One of Agreement*	Wage Increase in Year Two of Agreement	Wage Increase in Year Three of Agreement
Cashier	\$8.00	\$8.25	\$0.65	\$0.25	\$0.35
Utility	\$8.00	\$8.25	\$0.65	\$0.25	\$0.35
Waitstaff	\$3.00	\$3.00	\$0.25	\$0.25	\$0.25
Bartender	\$6.50	\$6.50	\$0.25	\$0.25	\$0.25
Cook	\$8.25	\$8.50	\$0.65	\$0.25	\$0.35
Crew Leader	\$8.50	\$8.75	\$0.65	\$0.25	\$0.35

“Year One of Agreement” begins immediately following ratification and ends upon the one-year anniversary of the Agreement. “Year Two of the Agreement” begins the day after the one-year anniversary of the Agreement and ends on the second anniversary of the Agreement. “Year Three of the Agreement” begins the day after the second anniversary of the Agreement and ends on the third anniversary of the Agreement.

**TRAINING RATE:** Employees hired after ratification will be paid at \$0.50 below the minimum rate for the first six (6) months of employment. At the six (6) month anniversary of his or her hire date, the employee will advance to the minimum rate.

\* Upon ratification of the Agreement, Employees will receive an increase equal to the *greater* of the difference between their current rate and the Minimum Rate or the Year One Wage Increase. By way of example, a Cook earning \$7.50 prior to the ratification of the Agreement would receive a Year One Wage Increase of \$.75, which is the difference between his or her pre-ratification rate and the Minimum Rate.

\* Employees hired prior to ratification will be eligible for the “Wage Increase in Year One of Agreement” upon completion of the 90-day probation period.

## APPENDIX B - Health and Welfare Benefits

MCE will make available the Wayne County Health Choice Plan to all Full-Time Employees. Premium costs will be shared between MCE and eligible Employees (MCE pays 1/3, Employee pays 1/3 and Plan covers remaining 1/3).