

**MASTER NATIONAL AGREEMENT**

**BETWEEN**

**DELAWARE NORTH - TRAVEL HOSPITALITY SERVICES**

**AND**

**UNITE HERE Effective August 1, 2018 through July 31, 2023**

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## AGREEMENT

THIS AGREEMENT, made this 1st day of August, 2015, by and between DELAWARE NORTH - TRAVEL HOSPITALITY SERVICES (hereinafter referred to as the "Company") and UNITE HERE, (hereinafter referred to as the "Union"). [See also attached Exhibits A, B, C, E and F, and Letters of Agreement I, II, III, IV, V and VI].

### ARTICLE I

#### RECOGNITION & SUCCESSORSHIP

A. The Company recognizes UNITE HERE as the sole and exclusive collective bargaining representative for all employees employed by the Company in the nationwide unit currently represented by UNITE HERE, excluding supervisors, guards, management employees, and office clerical employees as defined by the National Labor Relations Act (see attached list of locations).

B. This Master National Agreement (hereinafter MNA) establishes procedures for the necessary changes in terms of employment and the settlement of disputes, and shall remain in effect for its duration, unless otherwise changed or terminated by agreement between the Company and the Union, and shall be for the benefit of and binding upon the parties and their subsidiaries, locals, successors and assigns, and upon the individual employees concerned. In the event the Company shall be sold as a going concern, it shall be a condition of any such sale by the Company, and shall be provided in the contract of sale, that the purchaser: (1) Assume, as of the date of purchase, the Master National Agreement as amended herein between UNITE HERE and Delaware North – Travel Hospitality Services; (2) hire all Delaware North - Travel Hospitality Services' employees represented by UNITE HERE; and, (3) recognize UNITE HERE as the duly-designated representative of those employees. If any provision or provisions of this Agreement should for any reason become unenforceable at any time in the future, and the parties are unable to agree upon a substitute, the matter shall be submitted to arbitration under the provisions of Article VII -Arbitration of this Agreement.

C. The Company shall not enter into any agreement with employees that conflict with the terms of this Agreement and the Supplements attached hereto. The Union and the Company recognize that all employees in the hospitality industry are professional, deserving of the highest respect. Accordingly, the employees, the Union and the Company will work together to honor the principles of respect and dignity for all employees, both union and non-union. Further the parties agree that the continued success of this business is dependent upon our mutual respect for one another.

**D. Definitions:**

Calendar year – January 1 to December 31 of each year.

Contract year – August 1 to July 31 of each year.

E. Orientation: In those locations where the Company regularly schedules orientation sessions, the Union shall be notified with at least 5 days advance notice of such meetings, including time and location and shall be afforded the right to meet with all new hires for a minimum of thirty (30) minutes during the orientation. If the company does not provide advance notice or makes last minute changes that do not allow for the Union to be present, the company shall provide a make-up orientation within the first thirty (30) days of employment. The Union shall be provided with the names, classifications, addresses and hire dates of all new bargaining employees prior to the orientation, on forms provided by the Union.

(See attached as Exhibit "A" & Exhibit "B" handout for "Right-to-Work" Locations.)

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

F. The Union and Company shall negotiate a new wage supplement for new units won by the company. The expiration of these wage supplements shall match the expiration date of this agreement.

## ARTICLE II

### UNION SECURITY

A. The Company shall not encourage nor discourage membership in the Union, nor offer inducement not to join the Union. The Company shall advise employees of the existence of the collective bargaining agreement. Except where prohibited by state law, on the thirty first (31st) calendar day following (a) the beginning of employment with the Company or (b) the effective date of this agreement, whichever is later, all employees covered by this - agreement shall, as a condition of continued employment, become members of the Union, and shall maintain membership in the Union so long as this agreement remains in effect, provided that this condition of employment shall not apply to an employee to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to any employee to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. Membership in the Union only means the payment of uniform dues and initiation fees. Deductions maybe made weekly or monthly in a worksite.

B. The Company will deduct from the wages of any employee furnishing an assignment which conforms to applicable law the periodic dues and initiation fees (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the appropriate local union and remit said dues to said local union. To the extent practicable, any error in the check-off shall be corrected in the next pay period. This report shall be sent in Excel format via email or secured FTP site.

C. The Union will hold harmless, defend and indemnify the Company and its employees with respect to any and all claims, liabilities, costs and expenses (including attorneys' fees) arising out of or in connection with this Article II or any action taken under it at the request of the Union, provided that the Union shall have the right to defend against all such claims and that no settlement thereof shall be made without the prior written agreement of

the Union.

D. The Company shall provide the respective local unions with up to date seniority lists quarterly or as requested. These lists must contain the names and last known addresses of employees, their classifications, their wage rates, social security numbers, and job classification seniority dates. The Company shall provide changes in said seniority lists (new hires and terminations) once a week.

E: To the extent not contrary to law, the Company shall provide new employees with dues check off authorization cards for execution by such employees on a voluntary basis at the time such employees execute the appropriate tax withholding forms. The Company shall check off the monies so authorized in the first paycheck issued following the Company's receipt of such authorization from the employee or the Union.

F. No later than the tenth day of each month, the company shall submit one check for the previous month's dues deductions together with one list of all bargaining unit employees, showing their names, their social security numbers, their dates of hire, hours worked, the total amount deducted from each employee each month, and the reason if no deduction was made. The Company shall deposit the list in an electronic format approved by the Union on the Union's FTP site.

Each month together with the check and the bargaining unit list described above, the company will provide three additional lists: first a list of the previous month's hires showing name, social security number, address, date of hire, hourly wage, number of hours worked, job classification seniority date, name of department / outlet and terminal; second, a list of the previous month's terminations, including name, social security number and date of termination; third, a list of employees on leave of absence, showing the name, social security number date the leave began, date of expected return to work and type of leave.

### ARTICLE III

#### NON-DISCRIMINATION

A. In accordance with applicable laws, there shall be no discrimination against any employee with respect to compensation, terms, conditions, privileges of or opportunities for employment because of race, color, religion, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency, where not substantially job-related), marital status, or any other basis prohibited by law.

B. Employee Bill of Rights:

- 1.) Discipline shall not be given unless and until employees have been counseled, coached and/or retrained as the case may be regarding the incidents for which the discipline is being contemplated. It is understood that this shall not apply in situations involving serious violations of company policy or unacceptable conduct such as theft, physical altercations, use of drugs or alcohol on premises etc.
- 2.) In the event of discipline is issues, it shall only be issued in a meeting in a confidential setting.
- 3.) In the event of counseling, coaching, retraining or issuance of discipline, an employee shall have the right to have a translator present at their request.
- 4.) It is understood that the Company provides and will continue to provide training for current and future management and supervisory personnel in areas of management skills, communication, motivational skills and employee relations. The Company agrees to provide the Union with the listing of required training.
- 5.) The Union may develop and provide a survey for employees to rate their manager on their managerial skills.
- 6.) The Company agrees to meet with the Union, upon request, to discuss the results of the survey.

ARTICLE IV

MANAGEMENT RIGHTS

A. Except as provided in this agreement, including supplements thereto, the Company shall have the sole and exclusive right to manage and operate its business and direct its working force.



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

The Union recognizes a continuing obligation to cooperate fully in making available the benefits of technological progress and change to the operations of the Company and its customers. The Union also recognizes the Company's need to provide first-rate service and a quality product to their customers.

B. The rates of pay and benefits provided for in this agreement are minimum rates. The Company shall have a right to increase wages for merit and shall notify the Union of such merit increases. There shall be no reduction of fringe benefits as defined in this agreement. Any increase in benefits shall be negotiated with the Union.

C. In the event the Company creates a new job classification, the Company will negotiate with the Union on the applicable rate for such job.

D. The Company will notify, via email, the Designee and the Local Union Representative of new or modified reasonable work rules.

## ARTICLE V

### DISCHARGE & DISCIPLINE

A. For the first sixty (60) calendar days of employment, employees shall be probationary and may be dismissed by the Company without recourse to the grievance and arbitration procedure. Thereafter, employees shall not be disciplined or dismissed without just cause.

Discipline shall normally be in the following form:

- a.) Verbal warning
- b.) Written warning
- c.) Suspension and/or final warning
- d.) Discharge

Provided, however, the progressive disciplines set forth above need not be followed for a serious violation of the Company's rules. All discharges will be preceded by a non-disciplinary suspension (investigatory) during which an investigation of the incident or incidents leading the discharge will be conducted. Employees shall have the right to union representation during any meeting which may lead to discipline.

Among the just causes for discipline or dismissal are the following:

- 1.) Drinking, being under the influence of alcoholic beverages or illegal drugs, or having personal possession of alcoholic beverages or illegal drugs during working time or on Company premises.
- 2.) Insubordination.
- 3.) Dishonesty or theft.
- 4.) Fighting on the premises.
- 5.) Violation of any published house rule or common accepted employment regulation.
- 6.) Insolence or lack of courtesy to the Company, or any supervisor, guest or customer.
- 7.) Failure to perform the services required by the position held by the employee.
- 8.) Failure to maintain reasonable standards of personal appearance, sanitation and cleanliness required by the Company.
- 9.) Inefficiency.
- 10.) Any physical conditions which endanger the health of a guest, fellow employee or of the employee himself/herself.
- 11.) Failure to report to work, except in the case of established illness, which must be verified by a medical certificate or satisfactory evidence.
- 12.) Damage to or loss of the property or equipment of the Company or any of its customers.
- 13.) Excessive absenteeism.
- 14.) Violation of Article III of this Agreement.

The parties acknowledge that the list of offenses subject to disciplinary action or discharge set forth above is not all inclusive.

B. No employee shall be discharged or otherwise disciplined for Union activity not in violation of law or this Agreement, or for reporting any violation of this Agreement.

C. A copy of any disciplinary action shall be sent to the Local Union.

D. Any written reprimand shall not be used in the progressive discipline process after twelve (12) months.

E. Posting of Rules - All rules shall be provided to employees and shall be posted in a conspicuous location in the workplace. The Company's rules shall not conflict with this agreement.

F. Personnel Files - The Company shall at reasonable times and at reasonable intervals, upon the request of the employee, permit employees to inspect his/her personnel file on his/her own time. (See attached Exhibit C of December 9, 2003).

G. Shoppers reports:

1.) Employees shall be informed during their training of the Company's use of shoppers.

Employees shall also be informed of these rules with regard to the use of shoppers and or shoppers' reports. The company shall issue a copy of these rules to new employees in their new hire packets and shall post these rules prominently.

2.) Shoppers shall provide factual reports of their observations of customer service situations and cash handling transactions. Shoppers shall not use methods which would intimidate or confuse employees. The Company shall not employ shopping services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports.

3.) Employees shall be shown copies of any shopper reports which are retained in employee's

personnel file.

4.) When the shopper reports are used for disciplinary purposes, the Company shall provide copies of the reports to the employee. The Company shall supply a copy of such report to the Union upon request. The Company shall supply a copy of such report to the Union. Shoppers do not take notes during observation. Any information provided by the secret shopper to the Company that results in discipline will be provided to the Union upon request.

5.) The Company shall inform the employee as soon as possible, but in no event, later than seven (7) days (excluding Saturday, Sunday, and holidays) after the shopper's report of any irregularity in a shopper's report that may result in disciplinary action.

6.) Discipline resulting from shopper reports for quality of customer services issues that are subjective in nature, such as perceived friendliness, smiling, issues related to staffing levels such as promptness of service, etc. shall always be progressive in nature and follow coaching, counseling or retraining options.

H. Cash Handling: Any employee who handles cash and does not work out of a cash register shall be given a "read out" of all sales prior to counting out their banks and doing their "drop" at the end of their shift.

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

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

J. Disciplinary notices shall be issued with 7 days of the occurrence causing the discipline. No employee shall be on “investigative” suspension for more than 5 business days, the company may extend the suspension up to 5 additional business days for extenuating circumstances.

## ARTICLE VI

### GRIEVANCE PROCEDURE

A. Any grievance or dispute involving an interpretation or application of this Agreement may be submitted by an employee, the Union or the Company.

1.) In the case of grievances submitted by an employee or the Union, the following procedure shall be followed:

#### Step 1:

The grievance must be brought to the attention of Management within ten (10) calendar days of knowledge of the incident giving rise to the grievance. The manager on duty shall not refuse a request for a Step 1 meeting provided that such a meeting does not interfere with the efficiency of the operation. Request for a meeting shall not be unreasonably denied.

#### Step 2:

The Business Representative of the Local Union shall file the initial grievance in writing with the particular location's General Manager within twenty-one (21) calendar days after the Union or the employee affected becomes aware of the conditions giving rise to the grievance. A Step 2 meeting shall be held within fourteen (14) calendar days after the grievance is submitted at Step 2. The location's General Manager shall respond in writing to the Business Representative of the Local Union within fourteen (14) calendar days after the grievance is submitted at Step 2 or within seven (7) calendar days of the Step 2 meeting, whichever is later.

#### Step 3:

1.) If the grievance is not satisfactorily settled in Step 2, the International Union may appeal it to the Company's Vice President of Labor Relations or Designee within twenty-one (21)

calendar days of receipt of the answer in Step 2. A Step 3 fact-finding hearing shall be held at the request of either party on the second Monday of the month following the case being moved to 3<sup>rd</sup> Step. The Vice President of Labor Relations or his/her Designee will respond in writing within ten (10) calendar days after a fact-finding hearing. Upon request, the Company and the Union will provide all requested information in advance of the hearing and will provide all evidence to be presented at the hearing prior to the hearing if possible. The Parties may mutually request mediation before arbitration as provided in Article XI 3.

If the grievance is not then settled, the International Union or Company may submit the grievance to final and binding arbitration within twenty-one (21) calendar days.

2.) In the case of grievances submitted by the Company, the grievance may be submitted directly to the International Union by the Company's Vice President of Labor Relations. The International Union will respond within thirty (30) calendar days, after which the Company may submit the grievance to final and binding arbitration within twenty-one (21) calendar days.

### 3.) Mediation

In the event a resolution is not reached at Step 3 in Article XI (Article 6), then the grievance may be submitted to mediation upon the written request of one party within seven (7) days, excluding weekends and holidays, of the Step 3 response under Article XI. Both parties must agree in writing in order for a grievance to be mediated under this Section. In the event the Company and the Union do not agree upon a mediator within seven (7) days, excluding weekends and holidays, of the agreement to mediate, the party requesting mediation shall request from the Federal Mediation and Conciliation Service (FMCS) an assigned arbitrator. The mediator shall agree to hear the case within fourteen (14) days of his or her assignment. The mediator shall announce a suggest settlement at the conclusion of the mediation hearing. If the party initiating the grievance fails to notify the other of its intention to pursue said grievance to arbitration within fourteen (14) days, excluding weekends and holidays, after the mediation hearing, then the grievance shall be considered abandoned.

## ARTICLE VII

### ARBITRATION

A. In the event a grievance is submitted to arbitration, the parties will attempt to mutually agree upon an impartial arbitrator. If agreement on the impartial Arbitrator cannot be reached within ten (10) days, the Union or the Company shall notify the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators and the Arbitrator shall be chosen in accordance with the American Arbitration Association's then applicable rules. The fees and expenses of the arbitrator shall be borne equally by the Union and the Company.

B. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of an interpretation or application of the terms of this Agreement. In reaching his decision, the arbitrator shall have no authority to add to, subtract from or modify in any way any of the provisions of this Agreement.

C. The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees.

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

E. Expedited Arbitration- Any grievance of an employee termination may be expedited by the union following the Step 2 answer. It will be scheduled for the first available date offered by the selected arbitrator and where the parties are available but no later than sixty (60) days after the initial offering of dates. The arbitrator will conduct the hearing without transcript, and the parties

will present not using outside counsel, and all post-witness argument orally and without written briefs. The arbitrator will issue a determination within seven (7) days of the close of the hearing.

## ARTICLE VIII

### NO STRIKE NO LOCKOUT

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

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

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



ARTICLE IX  
SENIORITY

Definition - Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation. Seniority shall be established by working a regularly scheduled shift in the classification and employees shall not accrue seniority in a classification for which they work on an intermittent basis. Companywide seniority shall be acknowledged for employees moving from one unit to another or one classification to another for all purposes except scheduling. Employees moving into a new classification or unit shall be at the bottom of the list for purposes of scheduling.

A. The Company shall have the right to reduce the size of the work forces from time to time, but no employee shall be laid off because of lack of work or suffer a reduction in hours so long as a junior employee who performs work in the same classification at the same location is not laid off or suffers a reduction in hours. A non-probationary employee who is laid off and remains qualified will be recalled if the position becomes open within twelve (12) months after he/she was laid off and there are no more senior employees in the same status. The laid-off employee must advise the Company within forty-eight (48) hours after notice of recall is received at his/her address in the Company's records that he/she will return to work within one (1) week of advising the Company of his/her desire to return to work or his/her right to return will be forfeited.

In the event of layoff, any employee subject to layoff may exercise Company seniority in order to return to a previously-held job classification. In such a case, the employee to be laid off shall fill the position of the junior employee in the classification until the next shift bid at which time that employee may exercise his/her total job classification seniority in that job classification to bid on available schedules of work.

If an employee transfers from one airport to another airport, that employee shall maintain

his/her total Company seniority for benefit purposes. He/she shall become the junior employee in the job classification being hired into and shall be paid the effective rate for that job classification.

B. Company seniority shall govern in the selection of vacations, within each classification, subject to operational business needs. Job classification seniority shall govern in the choice (if available) of not working on paid and non-paid holidays, within each classification and in the choice of leaving work early, if the opportunity arises, within each classification.

C. An entire shift bid will occur as a result of shift changes due to operational needs, changes in airline schedules or special scheduling needs affecting an entire department. The Company shall bid the entire shift within a classification at least twice per year, **or more** than twice per year. Where bidding will exceed that which is stipulated in this article, the Company agrees to meet with union leadership and develop a process that works for the parties to this labor agreement.

Available schedules of work will be posted for bid at least seven (7) calendar days prior to the change. Employees will have four (4) calendar days to submit a bid. Job classification seniority shall govern the awarding of bids, except for promotional opportunities which shall be governed by Article X, Paragraph A.

Excluding vacations, temporary individual shift vacancies of more than fourteen (14) days (e.g., leaves of absence) shall be posted and bid in accordance with Article X. If the shift vacancy is for purposes of covering a vacation, or for fourteen (14) days or less, the Company may fill the position at its discretion. Upon returning from a leave of absence or from a vacation of any length, the employee shall be returned to his/her former position.

If an employee is on a leave of absence, it is the employee's responsibility to contact the Company or to designate in writing another bargaining unit member to submit a bid on that employee's behalf. Notice of vacancies shall be mailed to all employees within the affected job classification who are on a leave of absence at their last known mailing address no later than the day on which the vacancy is posted for bid. If an employee fails to submit a bid, that employee will be assigned an open shift

until the next shift bid.

The company must inform employees about planned units closing before employees make their schedule bid.

D. Overtime shall be offered by seniority (most senior first) within the classification and shall be required to be worked by reverse seniority (least senior first). A minimum of one (1) hour notification of mandatory overtime shall be given as soon as the Company becomes aware of the need for it.

E. Employee's individual work schedules will not be changed between bids, except as provided elsewhere in this Agreement.

F. The Company may employ "Part-Time employees", i.e. those who are regularly scheduled for less than twenty-six (26) hours per week. Employees classified as "Part-Time employees" shall be subject to the following guidelines.

1.) Not more than 10% of total facility hours may be utilized for "Part-Time employees." Part-time employees may utilize their Company seniority to bid on new positions or vacancies posted by the Company (provided the employee is qualified to perform the work). Part-time positions cannot be used to limit the number of 40 hour shifts. Employees regularly working twenty-six hours per week during any rolling thirteen week period, shall be considered full time and receive full time benefits so long as they do not fall below twenty-six hours in any rolling twenty-six week period. Such employee moving from part time to full time status shall be notified by letter placed in their paycheck. Also, any employee in danger of moving from full time to part time status shall be notified in the same way with at least four weeks' notice.

2.) Benefits for part-time employees are waived (i.e. vacation, holiday, personal holiday, severance, health and welfare, pension, leave of absence).

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

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

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

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

## ARTICLE X

### PROMOTIONAL OPPORTUNITIES/PERMANENT JOB VACANCIES

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

A permanent vacancy created by the original job bid shall be awarded to the most senior employee in the classification who submits a bid. If no employee within the classification submits a bid for the job, the job shall be awarded to the most senior qualified employee bidding for the open position so long as skill, ability, experience and work records are equal. The possibility of a permanent job vacancy arising from the original job bid shall be posted at the same time as the notice of the original

permanent job vacancy, and any employee interested in submitting a bid for the original permanent job vacancy, or the resulting job vacancy, or both, shall submit a bid as set forth in Paragraph B below. Any subsequent openings created by the aforementioned job bid(s) shall be filled at the Company's discretion, until the next entire shift bid.

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

C. Any employee awarded a bid shall be permitted to return to his/her or classification within forty-five (45) days; the Company may within forty five (45) days return such an employee to his/her prior classification provided the employee's performance is unsatisfactory.

D. When the job is awarded, the person receiving the award shall begin working the shift within seven (7) days after the bid award, where practicable.

E. The Local Union shall be provided the minimum job requirements for jobs posted for bid.

F. The Company shall notify the Union of a change in an employee's classification within seven (7) days of the change.

G. When the Company opens a new food and beverage or retail outlet in an existing facility, the most senior employees will be offered the first opportunity to bid and be trained for the new position(s). Employees awarded position in the new unit will not be permitted to bid out the unit for the first ninety (90) days of operation, including individual vacancies and airport wide shift bids.

H. It is understood and agreed however that the Company is not obligated to promote any employee who is not qualified or who fails to pass any uniformly required training program and or test if required by a third party.

1.) Definition- Themed facilities shall be locations that are franchised or licensed that have operation requirements defined by legal agreements, operations manuals, or require advanced knowledge/skills.

2.) The Company reserves the right to negotiate with the Local Union, Regional Coordinators, and/or International Designee to carve out themed restaurants. (Union and company agree to renegotiate the FLL Theme Side letter)

3.) Themed facilities will have a separate seniority list for purposes of scheduling in that unit; however, employees in these units shall accrue seniority in their overall classification.

4.) Layoffs: In the case of layoffs themed employees will be allowed to exercise their seniority in their overall classification.

5.) Open positions: Open positions in themed facilities will be posted pursuant to promotional opportunities of the MNA.

6.) Laid off employees may bump into a Themed unit by classification seniority provided they successfully undergo the required training program and pass any test that may be required.

## ARTICLE XI

### ADMINISTRATION

A. Full authority with respect to the collective bargaining relations of the parties and the administration of this Agreement shall rest in the president of the International Union (or

his designee) and the Vice President of Labor Relations of the Company, and any dispute not otherwise resolved must be referred to them; provided, however, that the day to day administration of the local supplements/addendums shall be administered by a local representative as provided in the grievance procedure herein.

B. The Master National Agreement shall be maintained as the base for all terms and conditions of employment. The parties recognize the need for the Company to remain competitive in the market in which it currently operates, (see page 42). The Company has the burden of proof to demonstrate that the Master National Agreement is not market competitive. After the Company has demonstrated its economic disadvantage, it may, during the local wage supplement negotiations, open bargaining for new employees' holidays, personal days, sick days, vacations and health and welfare benefits.

C. Authorized representatives of the Union shall be admitted to the establishments of the Company at reasonable times and locations provided that said representatives shall not interfere with employees' duties during scheduled working hours. The Local Union shall have the right to appoint departmental shop stewards in each department, in each unit of the Company, and such individuals are authorized to act as a liaison between the employees and the local business representative. Such shop stewards may also discuss and/or resolve grievances or disputes with his/her department manager if authorized to do so by the Local Union. Written grievances or other such disputes filed with the Company shall be handled by the Shop Steward, if authorized by the Local Union, or the Local Union business representative in accordance with Article VI of this Agreement. The work of the shop stewards will be conducted on other than the Company time and shall not interfere with the work of the employees or the normal operation of the business.

D. The Company will provide a bulletin board at each of its establishments on which official union notices shall be posted.

E. A Labor/Management committee shall be established to discuss matters of mutual concern to the Company and the Union. The committee shall consist of not more than two

representatives of the Company and not more than two representatives of the Union. The results of such meetings shall neither alter the provisions of this agreement nor be construed as continued negotiations over the terms and conditions set out in this agreement.

## ARTICLE XII

### HOURS OF EMPLOYMENT

A. The work day shall consist of eight (8) hours within eight and one-half (8-1/2) hours except for split shift workers. The work week shall consist of five (5) days within seven (7) days commencing at 12:01 a.m. Monday.

All work performed in excess of eight (8) hours per day, forty (40) hours per week, or on the sixth consecutive day shall be paid for at a rate of time and one-half the employee's regular rate of pay, unless otherwise provided in this contract. All work performed on the seventh consecutive day shall be paid at the rate of double time, unless otherwise provided in this contract. Premium pay will not be paid when an employee works the sixth or seventh consecutive day as a result of a shift change due to a shift bid as provided in Article X, Paragraph (C), or if due to vacation relief or employees changing off days. The foregoing shall apply to all short shift employees. The Company shall not extend its split shift beyond those presently in existence.

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

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



7. Death in immediate family or funeral leave pay.

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

D. The work week shall consist of five (5) consecutive work days.

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

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

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

Employees will receive time and one-half (1 ½) after ten (10) hours daily and on the fifth (5<sup>th</sup>) day if scheduled forty (40) hours within four (4) days during a workweek.

Employees working four (4) days- ten (10) hours per day schedule, work in excess of ten (10) hours daily, forty (40) hours per week or on the fifth (5<sup>th</sup>) consecutive day shall be paid for at the rate of time and one-half (1½) the employee's regular rate of pay, unless otherwise provided in this contract. All work performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day shall be paid at the rate of double time, unless otherwise provided in this Agreement. Premium pay will not be paid when an employee works the fifth (5<sup>th</sup>) sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day as a result of a shift change due to a shift bid or if due to vacation relief or employees changing days off. Employees working four (4) days-ten (10) hours per day

schedule, payment of benefits under the above referenced articles, shall be ten (10) hours per day.

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

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

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

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

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

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

ARTICLE XIII

WAGES

A. Employees covered by this Agreement shall receive the wage rates set forth in the attached Local Wage Supplements. Employees whose rates of pay are in excess of the minimum rate set forth shall receive not less than the minimum across the board increases provided for employees in their respective job classification. The Company shall

have the right to establish lead person classifications for any classification set forth in such Local Wage Supplements. It is understood between the Company and the Union that no employee in any location will suffer a reduction in any wages from his present level as a result of this MNA.

**B. Tipped Employees Benefit Rate :**

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

The Benefit Rate shall be:

- Effective July 1, 2019 - .25 per hour (total of \$1.00 per hour) on top of Federal, State Minimum wage or their own rate of pay, whichever is greater.
- Effective July 1, 2020 - .25 per hour (total of \$1.25 per hour) on top of Federal, State minimum wage or their own rate of pay, whichever is greater.
- Effective July 1, 2021 - .25 per hour (total of \$1.50 per hour) on top of Federal, State minimum wage or their own rate of pay, whichever is greater.
- Effective July 1, 2022 - .25 per hour (total of \$1.75 per hour) on top of Federal, State minimum wage or their own rate of pay, whichever is greater.
- Effective July 1, 2023 - .25 per hour (total of \$2.00 per hour) on top of Federal, State minimum wage or their own rate of pay, whichever is greater.

C. No employee shall be required to make any contributions to any other employee or person or share gratuities, with any other employee or person unless agreed to by the Company and the Union.

D. Whenever an employee is required to replace another employee in a higher paid classification, such employee shall receive the contract rate for the higher paid classification provided that the employee works one (1) hour or more of his/her normally scheduled work day replacing the employee in the higher paid classification.

E. Errors in paychecks amounting to more than 10% of the employee's gross pay for that week will be corrected by the Company within forty-eight (48) hours of notice of the error. Errors in paychecks amounting to 10% or less of the employee's gross pay for that paycheck will be corrected in the employee's next scheduled paycheck.

F. Tip Jars. The Company agrees that in any facility where tip jars are currently used the practice shall be allowed to continue. Cashiers shall be allowed the use of tip jars as long as there is no rule prohibiting the use of tip jars by the respective airport. The Union and Management must come to a mutual agreement regarding the type of tip jar to be used in those locations.

G. Credit card transactions which have a signature line included shall have a printed line on the receipt for customers to write in a tip if they so choose. The full amount of that tip shall be given to the employee.

H. Shortage/Breakage: Employees shall not have involuntary payroll deductions made from their paychecks for shortages, breakage or customer walkouts.

ARTICLE XIV  
HOLIDAYS

A. Upon completion of six (6) months of service or twelve (12) months for employees hired on or after August 13, 2010 the following shall be considered paid holidays:

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

Effective 1/1/2020, upon completion of six (6) months of service the following shall be considered paid holidays:

- |                            |                  |
|----------------------------|------------------|
| New Year's Day             | Labor Day        |
| Martin Luther King Jr. Day | Thanksgiving Day |

Memorial Day

Christmas Day

Independence Day

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

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

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

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

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

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

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

after said holiday.

G. Employees shall receive one (1) paid personal day at the beginning of each calendar year upon completing one year of service; two (2) paid personal days at the beginning of each calendar year upon completing three (3) years of service; three (3) paid personal days at the beginning of each calendar year upon completing (5) years of service; and four (4) paid personal days at the beginning of each calendar year upon completion of ten (10) years of service. New employees whose hire date falls prior to July 1<sup>st</sup> will receive the first personal day on January 1<sup>st</sup> of the next year. Employees hired on and after August 13<sup>th</sup>, 2010 shall receive one (1) paid personal day at the beginning of each calendar year upon completing one (1) year of service, two (2) paid personal days after four (4) years and three (3) days after seven (7) years. New employees whose hire date falls after July 1 shall wait until January 1<sup>st</sup> of the calendar year after their anniversary hire date to receive the first personal day. No more than two employees in any one unit will be granted a personal day on any given day in one week. Two weeks' notice must be given by the employee of his/her desire for a personal day. When preference is available, Company seniority will be used to determine preference.

Effective 1/1/20, Employees hired on or after August 13, 2010 shall receive a fourth (4<sup>th</sup>) paid Personal Holiday after ten (10) years of service. Effective 1/1/21, all references and schedules in this Article for Employees hired on or after August 13, 2010 shall no longer apply.

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

The Company shall respond to the employee's request for personal days in writing within two (2) weeks. Once granted, the time off shall not be rescinded except in cases of emergency.

ARTICLE XV

VACATIONS

A. The Company will provide paid vacation based on length of service in the following amounts computed on average hours paid in the previous calendar year for full time employees on the payroll as of August 12, 2010. Effective 1/1/2015 vacation eligibility shall change from a calendar date to an anniversary date.

	one half (1/2) day vacation for each month of service up to the maximum of
6 months to 1 year of service	one (1) week
1 year but less than 2 years of service	one (1) week
2 years or more of service	two (2) weeks
5 years or more of service	three (3) weeks
15 years or more of service	four (4) weeks
25 years or more of service	five (5) weeks

Effective 1/1/2020 for Full-Time Employees hired after on or after August 13, 2010:

<u>1 year but less than 3 years of service</u>	<u>one (1) week</u>
<u>3 years or more of service</u>	<u>two (2) weeks</u>
<u>8 years or more of service</u>	<u>three (3) weeks</u>
<u>15 years or more of service</u>	<u>four (4) weeks</u>

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

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

B. Scheduling. Employees with less than three (3) weeks of vacation shall be entitled to one additional week (5 days) of unpaid time off to be taken in conjunction with paid

vacation. Employees shall be entitled to take all earned weeks of vacation consecutively or provided they have earned two (2) or more weeks of vacation, may elect to split vacation periods. Employees with two (2) or more weeks of vacation may elect to schedule split vacation periods or take vacation in increments of days rather than weeks for one (1) week of their vacation period.

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

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

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

<u>Vacation Accrual</u>	<u>Maximum Cash-out</u>
1 week	1 week



2 weeks  
3 weeks  
4 weeks  
5 weeks

1 week  
2 weeks  
2 weeks  
3 weeks

D: For those employees who are terminated from employment as a result of a permanent closing of a unit or concession in which they are employed and who are not offered employment, accrued vacation will be paid if they have worked six months.

ARTICLE XVI

HEALTH AND WELFARE

Trust Language:

(A) Company agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH (“Fund”) for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Hospitality Plan (“Plan”), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of the month preceding the month for which contributions are to be made. The Company agrees and acknowledges that if it fails to supply the electronic payments and reports in the format required by the Fund (which may be in Excel format until such time as the Company’s online account is established), the Fund will have no obligation to process the report or payment until it is submitted electronically and such report will be considered late and subject to interest, liquidated damages and late fees under the Fund’s collection procedures. Additionally, the Union and the Company acknowledge that the Company’s late report may result in a delay in the benefits of otherwise eligible employees.

The Company and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Company and Union Trustees, together

with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

(B) Start-up list: No less than 105 days before the effective date of this Article, the Company shall provide the Fund with the following information in the electronic manner required by the Fund. The Union and the Company acknowledge that if this information is not provided in an electronic format at least 105 days before the effective date of this Article, benefits to otherwise eligible employees may be delayed beyond the effective date.

- Social Security Number
- First Name
- Last Name
- Birth Date
- Address
- City
- State
- Zip
- Phone Number
- Email Address, if known
- Hire Date
- Current Coverage

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

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

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

Section 2. General Provisions:

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

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

Section 3. Monthly Company Contributions:

(A) Medical

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

Silver Plus Plan - Monthly Rates

Effective Date	Single	Single Spouse	Plus	Single Plus Child(ren)	Family
8/1/18	\$545.17	\$1162.70		\$909.36	\$1614.87
1/1/19	\$545.17	\$1162.70		\$909.36	\$1614.87
1/1/20	\$545.17	\$1162.70		\$909.36	\$1614.87
1/1/21	\$545.17	\$1162.70		\$909.36	\$1614.87

Gold Plus Plan - Monthly Rates

Effective Date	Single	Single Spouse	Plus	Single Plus Child(ren)	Family
8/1/18	\$674.88	\$1439.34		\$1125.74	\$1999.10
1/1/19	\$674.88	\$1439.34		\$1125.74	\$1999.10
1/1/20	\$674.88	\$1439.34		\$1125.74	\$1999.10
1/1/21	\$674.88	\$1439.34		\$1125.74	\$1999.10

Kaiser ONT – Monthly Rates

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
8/1/19	\$541.90	\$1,155.71	\$903.90	\$1,605.18

Kaiser ATL – Monthly Rates

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
8/1/19	\$558.22	\$1,190.52	\$931.12	\$1,653.51

Kaiser DEN – Monthly Rates

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
8/1/19	\$634.06	\$1,350.56	\$1,058.89	\$1,876.83

Effective 6/1/20 through the expiration of this Agreement, the Company agrees to contribute the contribution rates necessary for the above-mentioned options, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the company's participation pursuant to the Fund's Minimum Standards.

(B) Dental and Vision

For DHMO and Vision Plus: The Company will deduct eighteen (18%) percent of said coverage contributions from employees' paychecks on a monthly basis for all employees who enroll. The Company will submit the entire contribution to the Fund on a monthly basis.

Effective 8/1/18 through 12/31/19, DPPO will only be available to the Boise Airport location. Eligible employees at Boise Airport will have the option to elect DPPO by agreeing to pay the difference between the Company's contribution for DHMO and the total contribution for DPPO through payroll deduction.

Effective 1/1/2020, the DPPO option will be available to all locations and the employee co-premium for all locations shall be as follows: the Company will deduct thirty-five (35%) percent of said DPPO coverage contributions from employees' paychecks on a monthly basis for all employees who enroll in the DPPO plan. The Company will submit the entire contribution to the Fund on a monthly basis.

For All Locations, unless noted otherwise.

**Dental HMO - Monthly Rates**

Effective Date	Single	Single Spouse	Plus	Single Child(ren)	Plus	Family
8/1/18	\$14.77	\$36.44		\$35.18		\$50.63
1/1/19	\$14.77	\$36.44		\$35.18		\$50.63
1/1/20	\$15.00	\$37.02		\$35.74		\$51.43

**Dental PPO - Monthly Rates**

Effective Date	Single	Single Spouse	Plus	Single Child(ren)	Plus	Family
8/1/18	\$32.30	\$79.70		\$76.96		\$110.73
1/1/19	\$32.30	\$79.70		\$76.96		\$110.73
1/1/20	\$32.30	\$79.70		\$76.96		\$110.73
1/1/21	\$32.30	\$79.70		\$76.96		\$110.73

**Vision Plus - Monthly Rates**

Effective Date	Single	Single Spouse	Plus	Single Child(ren)	Plus	Family
8/1/18	\$6.86	\$12.46		\$13.07		\$20.18
1/1/19	\$6.86	\$12.46		\$13.07		\$20.18
1/1/20	\$6.86	\$12.46		\$13.07		\$20.18
1/1/21	\$6.86	\$12.46		\$13.07		\$20.18

Effective 1/1/20, the Company agrees to deduct and submit the contribution rates required by the Fund to sustain benefits for those employees who have elected Dental and Vision coverage. The parties agree and understand that if the appropriate Dental and Vision contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants.

If in 2021, 2022 or 2023, premiums increase significantly the parties will meet to discuss impact.

Section 4. Medical Employee Co-premium:

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

**All locations excluding Fort Lauderdale**

For the Silver Plus Plan or Kaiser Plans:

Effective Date	Single	Single Spouse	Plus	Single Child(ren)	Plus	Family
Current	15%	20%		20%		20%
1/1/20	12%	18%		18%		18%
1/1/21	10%	15%		15%		15%

For the Gold Plus Plan:

Effective Date	Single	Single Spouse	Plus	Single Child(ren)	Plus	Family
Current	20%	27.5%		25%		27.5%
1/1/20	19%	25%		22%		25%
1/1/21	18%	22%		20%		22%
1/1/22	18%	20%		18%		20%
1/1/23	18%	18%		18%		18%

Through 12/31/22, employees hired prior to 8/1/10 that elect the Gold Plan:

Effective Date	Single	Single Spouse	Plus	Single Child(ren)	Plus	Family
1/1/19	18%	18%		18%		18%

For employees hired on or after August 1, 2019 the employee co-premiums for Gold Plus medical shall be as follows for the first eighteen (18) months of employment:

- Single: The employee will pay the difference between the Company’s contribution for Single Silver Plus medical and the total monthly contribution for Single Gold Plus medical.

- Single Plus One: The employee will pay the difference between the Company's contribution for Single Plus One Silver Plus medical and the total monthly contribution for Single Plus One Gold Plus medical.
- Single Plus Children: The employee will pay the difference between the Company's contribution for Single Plus Children Silver Plus medical and the total monthly contribution for Single Plus Children Gold Plus medical.
- Family: The employee will pay the difference between the Company's contribution for Family Silver Plus medical and the total monthly contribution for Family Gold Plus medical.

Upon completion of eighteen (18) months of employment, the employee co-premiums applicable to all incumbent employees will apply. The parties agree and understand that the Company is responsible for deducting the applicable co-premium amounts from the employees' paychecks.

#### Section 5. Enrollment:

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

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

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

For Employees hired after the date of ratification of this Agreement, or who become eligible

to enroll in the Plan after the effective date of this Article, the Company shall make available a computer for employees to use during such employee's enrollment period to electronically enroll in the Plan.

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

#### Section 6. -Additional Insurance

##### A. ADDITIONAL INSURANCE OFFERED BY THE COMPANY:

1. Life insurance will be provided by the Company for full time employees at no cost to the employee as follows:
  - a. Eligible Full time employees-\$10,000
  - b. Former Sky Chefs employees-\$40,000
  
2. Accidental death and dismemberment insurance will be provided by the company at no cost to the employee as follows:
  - a. Eligible Full time employees-\$10,000
  - b. Former Sky Chefs employees-\$40,000
  
3. In addition, an employee may purchase long-term disability insurance and individual life insurance (for employee, spouse, or children) through the company.
  
4. Weekly income for accident and sickness will be provided by the company at no cost to the employee as follows:
  - a. Effective 1/1/2015 \$175 per week up to 26 weeks.
  - b. Effective 1/1/2017 \$200 per week up to 26 weeks.



## B. RETIREE BENEFITS:

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

## C. ELIGIBILITY:

1. In order to be eligible for contributions (including medical, dental, vision, life insurance, AD&D) employees must meet the following requirements:
  - a. Employees hired before 8/13/10 must average 26 hours per week (or 20 hours per week for former Sky Chefs employees).
  - b. Employees hired on and after 8/13/10 must average 30 hours per week.
  
2. Eligibility will be reviewed quarterly and employees who do not satisfy the hours requirement will be issued COBRA and will not be eligible for contributions for the entire calendar quarter following the subsequent quarter. For example, if an employee met the above mentioned hours requirement during calendar quarter 1 (January through March), he or she will be eligible for contributions for the entire calendar quarter 3 (July through September). Therefore, the Company will make contributions for the entire calendar quarter 3 regardless of the hours worked during calendar quarters 2 or 3 (April through June and July through September). However, if he or she does not work enough hours during calendar quarter 1 (January through March), then eligibility for contributions for the entire calendar quarter 3 (July through September) will be lost regardless of the number of hours worked in calendar quarters 2 and 3.

In addition, the Company agrees to report the results of the quarterly hours review to Fund no later than by the first day of the second month of the following quarter. For

example, the Company would provide the Fund with a report of the hours requirement review for calendar quarter 1 (January through March) by May 1<sup>st</sup>.

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

D. OPEN ENROLLMENT:

1. There shall be an open enrollment period once every year (on or about October of each calendar year). During open enrollment, each eligible employee can enroll in one of the Welfare Plan options available to them or change their existing election by completing an Election Form. All eligible employees who wish to enroll in the Welfare Plan shall sign an Election Form, acknowledging that he or she desires to be covered for benefits under the Plan and that they agree to make the required co-premium via payroll deduction in advance of its due date to the Fund.
2. The Parties further agree that an eligible employee may only change his or her enrollment election during the open enrollment period of each year of the Agreement, except for newly hired employees, and for employees who experience a special enrollment event, in accordance with H.I.P.A.A. or other such applicable federal law. Proof of revocation of waiver must be provided to the Company. The Company is required to keep such proof with the employee's file and such proof shall be made available to the Fund upon request.
3. In addition, an employee may purchase long-term disability insurance and individual life insurance (for employee, spouse and/or children) through the company at this time. **This is not offered to the Atlanta, Georgia location.**

Section 7. Compensable Injury:

If an employee is not able to work due to injury on the job, the Company will pay the

employee for the remainder of the shift and full pay at the employee's regular rate for the first five (5) days of absence for each such accident less any Worker's Compensation paid for said five (5) days. Payment is contingent upon presentation of proof of receipt of Worker's Compensation benefits by the employee and the amount thereof.

## ARTICLE XVII

### PENSION

A. The Company will contribute to a 401(k) Plan for all eligible employees on the following basis:

1.) Employees on the payroll as of November 1, 1994, are eligible for the Company's defined contribution pension plan subject to the provisions of the plan. The Company will contribute 5% of the employee's regular salary towards the plan, retroactive to the transfer of the unit from Sky Chefs to Delaware North - Travel Hospitality Services with a vesting schedule of five (5) years.

2.) Employees hired after November 1, 1994, the Company will contribute 3% of the employee's regular salary towards the plan after the employee completes one (1) year of service.

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

## ARTICLE XVIII

### EMPLOYEE MEALS

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

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

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

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

#### ARTICLE XIX

##### UNIFORMS

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

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

#### ARTICLE XX

##### SICK LEAVE

Full time employees on the payroll hired on or before August 12, 2010 will be entitled to paid sick days on the following schedule:

- |                                      |                  |
|--------------------------------------|------------------|
| a) Completion of probation to 1 year | 1 day            |
| b) Completion of 1 year              | 2 days, annually |
| c) Completion of 2 years             | 3 days, annually |
| d) Completion of 10 years            | 4 days, annually |

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

Effective until December 31, 2019 full time employees hired on or after August 13, 2010 shall be paid sick days as follows:

- a) Completion of 1 year 1 day
- b) Completion of 3 years 2 days, annually
- c) Completion of 5 years 3 days, annually

Effective January 1, 2020 full time employees hired on or after August 13, 2010 shall be paid sick days as follows:

- a) Completion of 1 year 1 day
- b) Completion of 2 years 2 days, annually
- c) Completion of 3 years 3 days, annually
- d) Completion of 10 years 4 days, annually

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

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

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

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

ARTICLE XXI

FUNERAL LEAVE

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

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

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

ARTICLE XXII

CALL-IN PAY

Any employee reporting for work on a regular shift and not permitted to work shall receive four (4) hours' pay at the employee's regular rate; provided, however, that if said employee was notified the night before not to report for work and the employee nevertheless reports for work, no minimum call-in pay will be required. Employees subjected to disciplinary action resulting in suspension are not guaranteed four (4) hours pay, only for time actually worked.

ARTICLE XXIII

LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Company.

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

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

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

#### ARTICLE XXIV

##### JURY DUTY

Employees called for jury duty, who have been in the employ of the Company for more than sixty (60) days, shall receive full pay, less any compensation received as a juror provided they give the Company at least seventy-two (72) hours advance notice of the jury duty. For employees hired on or after August 13, 2010, the following shall apply:

Cap pay at two (2) weeks except Grand Jury pay capped at four (4) weeks.

#### ARTICLE XXV

##### MAINTENANCE OF BENEFITS

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

#### ARTICLE XXVI

##### SEVERANCE PAY

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

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

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

## ARTICLE XXVII

### HEALTH AND SAFETY

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

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

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

ensure proper follow up.

ARTICLE XXVIII  
IMMIGRATION, DIVERSITY AND CIVIL RIGHTS

Section 1. EMPLOYMENT AND EMPLOYEMENT BACKGROUND CHECKS

- a. The Company shall not condition the continued employment, transfer or promotion of any bargaining unit employee on a review of the employee's credit history or reports derived from the employee's credit information.
- b. The Company will not inquire about, or require an employee, as a condition of continued employment, transfer, or promotion (not inclusive of promotions out of the bargaining), to disclose or reveal, an arrest or criminal accusation that did not result in a conviction or that is not currently pending. The Company may not obtain such information through application forms, interviews, or criminal history checks.
- c. The Parties agree that the above sections are agreed to provided that the above is consistent with any specific client/security requirements in order to obtain access to the facility.

Section 2. VOTING

- a. Full-time employees who lack sufficient time outside scheduled work hours to vote in state and federal elections may take up to two (2) hours off work with pay for this purpose. Paid time off will be provided at the beginning or end of the employee's regular shift, whichever will allow for the most free time for voting and the least time off of work.
- b. Employees requiring time off must notify their supervisor two days before voting and must present a voter's receipt to their supervisor upon return to work from voting.

Section 3. IMMIGRATION RIGHTS

- A. To the extent consistent with applicable law, no employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits due to any changes in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States.
- B. The Company agrees to provide to the Union copies of the regular monthly reports reflecting the names of employees whose work authorizations are known to be expiring in the next 30 days. The Union shall hold the Company harmless on account of any liability, claim, suit or dispute arising out of the provision of information relating to employee work authorization, including the reasonable cost of any defense made necessary by any such liability, claim, suit or dispute. Nothing in this subsection limits the Company's ability to comply with Airport or government directives.
- C. In the event an employee, who has completed his or her probationary period, is terminated due because he or she cannot provide legitimate proof or identity or legal authorization to work in the United States, the employee shall be reinstated as soon as practicable to his or her former position without a loss in seniority, upon the employee providing proper work authorization within twelve (12) months of the date of termination. If an employee is unable to provide the required documents within twelve (12) months, but is able to do so within twenty-four (24) months of his or her termination, the Company will hire the employee into the next available opening in the employee's former classification upon presentation of proper work authorization, but as a new hire without previous seniority. The parties agree that such employees will be subject to a new probationary period.
- D. If an employee with two or more years of service needs additional time (than provided for in Section 3 above), the Company will hire the employee into the next available opening in the employee's former classification upon presentation of proper work authorization, but as a new hire without seniority. The parties agree that such employees will be subject to a new probationary period.
- E. Upon request the Company agrees to furnish to any employee terminated because he or

she is not authorized to work in the United States, a personalized letter stating the employee's rights and obligations under this Section.

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

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

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

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

- a. The parties recognize that recent immigrant workers are employed by the Company and are vital to the success of the operation. English is recognized as the language in the workplace. However, the Company recognizes the right of its employees to use the language of their choice among themselves provided that such conversations are conducted in a manner respectful of guests and fellow employees.
- b. The Company is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Company agrees it will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees.

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

#### Section 6. TRAINING

- a. The parties agree to meet in conjunction with the FMCS and develop a Joint Labor Management Training for all Shop Stewards, Union Representatives, Managers and Supervisors covered by this Agreement.
- b. This training will be used for a one day paid training each year of this Agreement.

### ARTICLE XXIX TECHNOLOGY AND AUTOMATION

Section 1. Technological change includes but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements to replace or substitute for, improve, alter, increase or decrease, or evolve the type or manner of work performed by employees in the Company's workplace.

Section 2. If the Company intends to introduce technological changes, the Company and the Union agree to meet at least sixty (60) days in advance of its intention to implement said changes on bargaining unit employees. Within those sixty (60) days, the Company and the Union will attempt to arrive at a mutually satisfactory resolution of any impact issues raised by the Union with respect to technological changes.

Section 3. Any jobs created by the introduction of new technology will be bargaining unit positions as long as they meet specific guidelines.

The Company will provide any necessary training/re-training in bargaining unit

classifications to better assure bargaining unit employees displaced by the introduction of technology remain employed or are re-employable.

Section 4. Any employee laid off due to technological change shall be entitled to recall to the classifications from which the employees was laid off pursuant to Article IX – Seniority and before any new employees are hired in that classification.

Section 5. The Company will make all non-supervisory job postings accessible to employees laid off under this subsection and to the union to assist employees in their job searches.

Section 6. The Company shall continue to make contributions to the Union Health Fund at the minimum level necessary to maintain existing benefits under the Plan, for two (2) months following the date of layoff.

Section 7. If technological changes reduce the duties of a classification without eliminating them, the classification shall continue in existence, but the Company may adjust staffing levels, or with the agreement of the Union the Company may distribute the remaining duties to other bargaining unit classifications. If new technologies require human operation of the machines, the machines shall be operated and maintained by bargaining unit employees and the Company shall train employees in the affected classification to operate and maintain them. The Company may limit training to those employees who volunteer to be trained. Training opportunities shall be offered in accordance with house seniority among those in the affected classification.

## ARTICLE XXX

### BADGING OF UNION STAFF

The Company agrees to sponsor one (1) union representative per airport covered by the MNA. If the number of employees exceeds four hundred (400) at an individual airport, the Company will discuss with the Union whether an additional badge is necessary. In the event that the Union is unable to obtain a badge, the Company will take all permissible and necessary steps to assist the

Union in obtaining a badge and Union agrees to accept full responsibility and hold the Company harmless for the conduct of any individuals wearing such a badge. The parties agree and recognize that the ultimate issuance of security badges is within the sole and exclusive control of Airport authorities. The Union accepts responsibility for the return of the security badges to the Airport and shall bear the costs of such security badges.

ARTICLE XXXI  
DISASTER RELIEF

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

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

ARTICLE XXXII  
PAYSTUBS

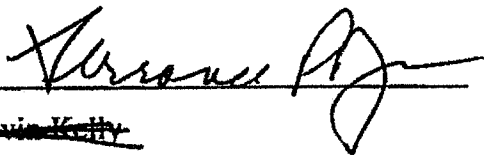
The Company will establish office hours for employees to secure copies of payroll stubs at all locations until there is mobile device access to payroll records.

ARTICLE XXXIII  
BADGING

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

ARTICLE XXXIV





~~Kevin Kelly~~

~~President~~ Travel Hospitality Services  
Vice President, Labor Relations

8/23/19

Date



Chuck Hendricks Designee

UNITE HERE

Date

The following are all units operated by Delaware North - Travel Hospitality Services at the time of the execution of this Agreement and are those units presently covered by this Agreement subject to the provisions of Article 1, Section A.

1. Atlanta, Georgia
2. Austin, Texas
3. Boise, Idaho
4. Dallas/Fort Worth, Texas
5. Denver, Colorado

6. Detroit, Michigan
  7. Fort Lauderdale, Florida (except for medical)
  8. Nashville, Tennessee
  9. New Orleans, Louisiana
  10. Oklahoma City, Oklahoma
  11. Ontario, California
  12. Richmond, Virginia
  13. Tampa, Florida
-

LETTER OF AGREEMENT I

John Wilhelm General President  
H.E.R.E. International Union  
1219 - 28th Street, N.W.  
Washington, D.C. 20007

Dear Mr. Wilhelm:

During the discussions leading to the signing of the Master National Agreement, the parties agreed that the provision for "Employee Parking", in the previous Agreement will be eliminated, and the current practice in each location regarding Company payment for employee parking will be reduced to writing and become part of the local negotiations for that location.

Very truly yours,

Charles E. Moran, Jr., President Delaware North Companies, Inc.  
Travel & Hospitality Services

Agreed to this day of \_\_\_\_\_ 1999 (*signature on file*)

LETTER OF AGREEMENT II

John Wilhelm

General President

H.E.R.E. International Union

1219 - 28th Street, N.W.

Washington, D.C. 20007

Dear Mr. Wilhelm:

It is understood that regional municipalities have initiated local provisions or ordinances to establish minimum rates of pay and benefits for specific contractors for services within the community. Where such provisions exist, the Company and the Union agree to abide by the ordinance. Where the provision allows for the collective bargained agreement to supersede the ordinance, the parties agree to meet, discuss and reach agreement on the issue.

Very truly yours,

Charles E. Moran, Jr., President Delaware North Companies, Inc.  
Travel & Hospitality Services

Agreed to this day of \_\_\_\_\_ 1999 (*signature on file*)

## LETTER OF AGREEMENT III

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into for the purpose of establishing ground rules in the event the undersigned labor organization, hereinafter referred to as the Union, decides to conduct an organizing campaign at any airport location of Delaware North Companies, Inc. Travel & Hospitality Services, hereinafter referred to as the Company .

Airports after this date shall be determined by the parties 30 days after the Company is notified of winning the award. Either party may notify the other of the desire to remove the newly awarded unit from the MNA. The parties will meet immediately to discuss. If the parties cannot reach agreement, then the matter shall be submitted to binding arbitration.

Accordingly, it is agreed that in the event the Union decides to organize the employees of the Company, the following will apply:

1. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as the employees' exclusive bargaining representative for the purpose of collective bargaining with the Company, or to refrain from such activity.
2. The Company will do no act nor make any statement that will directly or indirectly state or imply the Company's preference or non-preference for unionization of its employees in general or for recognition of the Union signatory to this Agreement.
3. At any time that the Union signatory to this Agreement provides written notice to the Company of its intent to organize employees in a specific unit of all food, beverage and retail employees at an airport outlet other than managers and confidential employees, the Company will grant access to its employees by the Union in the employee cafeteria and non-public areas of the Company during their off work periods, for organizational purposes, so long as the Union does not interfere with business activities.

4. Within thirty (30) days following receipt of such written notice of intent to organize employees, the Company will furnish the Union with a complete list of its employees, including both full and part time employees, showing their names, job classifications, dates of hire, and addresses. Thereafter, the Company shall provide an updated list when requested by the Union.

5. Upon receipt of written notice of intent to organize employees in a specific unit as provided for in paragraph 3 above, the signatory Union shall be entitled to formally request recognition for the Company's employees. In the event the signatory Union requests recognition, a disinterested, neutral party mutually satisfactory to the Company and the Union will be selected to conduct a review of employee authorization cards submitted by the Union in support of its claim to represent a majority of employees at that location. If a majority of employees within such unit has designated the signatory Union to represent them, the Company will recognize the Union. The company will not file a petition with the National Labor Relations Board (NLRB) for an election in connection with any demand for recognition and card check provided for in this Agreement.

6. Whenever any positions are to be filled, the Company will notify the Union of such vacant positions and shall consider for employment and hire qualified persons referred by the Union. The Company retains the sole and exclusive right to determine qualifications and fill vacant positions.

7. Promptly upon the execution of this agreement, the Company will notify the Union of all existing unorganized units. Thereafter, Delaware North Companies-Travel Hospitality Services shall notify the Union of the award of a bid or other agreement to open a new unit not later than thirty (30) days after such a bid is awarded or agreement reached.

8. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration (i.e.: no briefs and mandatory bench decision) before an arbitrator selected in accordance with the Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall only have the authority to order the non-complying party to comply with this Agreement

and award remedies.

9. The Company will not file a petition with the National Labor Relations Board for any elections in connection with any demands for recognition provided for in this agreement or file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Company shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Company 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 Company 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 Company and the Union shall agree to a full consent election agreement under Section 102.62 (c) of the NLRB's Rules and Regulations, and (d) the Company and the Union shall at all times abide by the provisions of this Agreement and the Union may file unfair labor practice charges. The Union and the Company will not file any charges with The National Labor Relations Board in connection with any act or omission occurring within the context of this agreement, arbitration under Paragraph 8 shall be the exclusive remedy.

10. Once the Company has recognized the Union at a new airport pursuant to this Memorandum of Agreement, the parties agree to begin negotiations for a new labor agreement/addendum at the new airport location. Various articles and provisions of the Master National Agreement will require modification to reflect the understanding on new airports and separate labor agreements/addendums for those locations.

11. This Agreement shall apply to all future nationwide units of Delaware North Companies- Travel Hospitality Services and their successors and shall be in effect so long as there is a Master National agreement in effect between the parties.

Signed this \_\_\_\_ the day of September, 2013.

Delaware North  
Travel Hospitality Services

By: signature on file

Terry Ryan

UNITE HERE International Union,  
AFL-CIO

By: signature on file

Jim DuPont



LETTER OF AGREEMENT IV

**Memorandum of Understanding- Tip Jars**

The following understanding has been reached between DNC-THS (the Company) and UNITEHERE (the Union) regarding the utilization of Gratuity (tipped) jars at airports operated by the Company nationwide for cashiers:

It is understood that DNC-THS implemented a Guestpath standard for all locations. These standards have provided DNC-THS employees with standards during every guest and employee interaction. These standards describe the Company's service expectations. Under Guestpath standards, the solicitation of tips is prohibited and will result in disciplinary action. Tip jar in guests' view is considered solicitation and will not be permitted.

It is also understood that several THS operations have traditionally allowed cashiers to utilize tip jars in view of customers. The Company attempted to discontinue this practice at airport locations in 2009. The Union filed a grievance in this matter claiming that the elimination of tip jars for cashiers resulted in "wage cuts" for cashiers.

After discussion and negotiations on this matter, the parties to this MOU have agreed as follows:

1. A standard tip jar will be permitted for cashiers that will be located in an area that the guest may drop money if they desire.
2. The tip jar will not be "seeded" with money folded, taped or marked in any fashion. Only the tip jars **provided by the Company and** agreed to by the parties may be used and NO marking, writing or design will be allowed on the tip jar.
3. As cashiers will now be allowed tips from customers, and **distributed in a fair and equitable manner for all front workers in that stand**, they must voluntarily stipulate how much they received in cash tips daily. This information will be communicated to the IRS. It is understood that employees will distribute tips in a fair and equitable manner. THS will not be involved in this process.
4. This MOU will be reviewed by the parties after ninety (90) days.
5. The grievance filed by the Union in this matter will be withdrawn without prejudice.
6. **At no time will the Company (management or supervisors) participate in the tips distribution.**

For the Company:           signature on file           Dated:           9/17/2012          

For the Union:           signature on file           Dated:           6/14/2012

SIDE LETTER V

EMPLOYEE MEALS

Employee Meals: Employees who at the time of ratification of this agreement were not permitted to order employee meals at the following units will continue to be excluded from ordering employee meals at these units:

Friday's at Detroit

Chili's at Ft. Lauderdale

Applebee's at Richmond

Applebee's at Ontario

Boulder Beer at Denver

In these and all other units, no restrictions shall be placed on what employees may order from the menu for their employee meal(s). Meal vouchers/allowance amounts currently in place in airports are not changed by this agreement.

Agreed to on this date \_\_\_\_\_, 2016.

---

Jim DuPont, Designee  
UNITE HERE International Union

---

Kevin Kelly,  
Delaware North Travel  
Hospitality Services.

SIDE LETTER VI

LABOR MANAGEMENT PROBLEM SOLVING TEAMS

In an effort to resolve ongoing issues raised in the bargaining process, the Company and the Union agree that they will create Labor Management Problem Solving Teams at both the local and national levels in order to address these issues. These Problem Solving Teams will meet regularly until all of the issues have been thoroughly discussed and good faith efforts have been made to resolve them. At the local level, the Union shall choose employees to participate in these meetings along with the Union Representative(s) and Management shall choose which Managers participate. At the request of the Union a corporate Labor Relations Representative shall participate in any of the local level discussions. Among the issues to be discussed are the potential for moving to an “accrual method” of vacation whereby vacation is added to an employees’ vacation bank as it is earned and a review of the Cash Handling Policies including the rule that employees with \$50 or more variance are subject to immediate termination and protections for employees who are forced to do “blind drops”.

Agreed to on this date \_\_\_\_, 2013.

signature on file

Jim DuPont, Designee  
UNITE HERE International Union

signature on file

Terry Ryan,  
Delaware North-Travel  
Hospitality Services.

## **LIST OF FORMER SKY CHEF EMPLOYEES**

### **DENVER AIRPORT**

Hyesook Bae  
Sachimori Kawata  
Linda Murillo  
Joan Louise Walton

### **NEW ORLEANS AIRPORT**

Marilyn Ballantyne  
Denise T. Degruy  
Suzanne Digiovanni  
Brenda L. Hicks  
Ana Dilcia Hohl  
Patricia J. Hughes  
Barbara Jones  
Don Normand  
Nicki D. Walker

### **OKLAHOMA CITY AIRPORT**

John H. Dewhirst

EXHIBIT "A"

Place  
Postage  
Here

UNITE HERE

LOCAL # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP \_\_\_\_\_

EMPLOYERS NOTICE OF EMPLOYMENT FORM

ARTICLE I- Hiring requirement: Company shall notify the Union within five (5) days of employment of any new employee covered by this agreement. The Company agrees further to provide an appropriate place for the pickup of these forms by a Union Representative. Should the Union Representative fail to pick up these forms, Company agrees to mail these cards on Friday of each week.

\_\_\_\_\_  
First Name of Employee                      M.I.                      Last Name of Employee

\_\_\_\_\_  
Address    City    State    Zip

\_\_\_\_\_  
(      )  
Phone Number                                      Job Classification

\_\_\_\_\_  
Date of Hire    Place of Employment

EXHIBIT `B"

For use in "Right-to-Work" Locations

Joint Statement: The parties agree that the following Joint Statement shall be read to employees at new employee orientation:

"All employees of DN-THS are covered under a collective bargaining agreement between DN-THS and UNITE HERE. The Company is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information regarding the benefits of the Union Contract and a copy of the Union Contract can be obtained by calling the Union Office at: ( ) \_\_\_\_\_

(Union will supply phone # and/or address)

EXHIBIT "C"

December 9, 2003

Kenneth Paulsen  
General Vice President  
Hotel Employees and Restaurant Employees International  
Union 1219 28th St. NW  
Washington, DC 20007

RE: Delaware North -.Travel Hospitality Services - Master National Agreement

Dear Ken:

Attached is the information promised regarding review of employee personnel files. The attached is the Company's specific policy regarding this matter.

Call me so we can discuss and finalize.

Sincerely,

Terrance P. Ryan  
Director, Labor Relations

Policy

200 – Company Policies

Effective Date: 06/16/2003

229.00 - Associate Records

*Purpose*

The purpose of this policy is to establish the Associate record guidelines of the Company.

*Policy*

It is the policy of the Company to ensure that information in the personnel files of Company Associates is accurate, relevant and safe from improper disclosure.

A. REQUIRED ASSOCIATE FILES

Necessary job-related and personal information about each Associate will be retained in an official personnel file kept by the company. The contents of each file will include:

- Application
- Drug Test Consent and Release Form
- PA200/ADR form(s)
- W-4

If applicable, the following documents should also be included in the personnel file:

- Resume
- Offer Letter
- Relocation Agreement
- Direct Deposit forms
- Rental agreements
- Union membership application cards
- Union payroll deduction authorization cards
- Working papers (supporting documentation)



- Associate Handbook Acknowledgement Form
- Background checks, credit checks and references
- Signed performance appraisals
- Signed disciplinary actions (Record of Associate Counseling Forms)
- Termination paperwork
- Statement of Corporate Ethics Acknowledgement Form

## B. SEPARATE FILES

Other relevant Associate documentation should be retained in files separate from the personnel files. These files may be maintained alphabetically by Associate in subject matter files, or in separate individual Associate files.

### 1. Desk/Miscellaneous File

- Medical documentation
- Disability forms
- Workers' Compensation
- Applicant Evaluation Form/interview notes
- Benefit information
- Wage garnishments
- Attendance records
- Uniform issue receipt
- Documentation of discussions/counseling/notes to file

### 2. I-9 Binder File

- I-9 form
- I-9 documentation

\*See Immigration Reform and Control Act policy

### 3. Airport Badging Files

- SIDA File
- ID'S

- SIDA Disqualifying Crimes Checklist
- Airport SIDA application
- Record of Training (if applicable)
- Background Documentation (if applicable)
- Fingerprint Checklist for Unescorted SIDA Access

#### Non-SIDA File

- IDS
- Airport Non-SIDA application
- Training Documentation (if applicable)
- Background Documentation (if applicable)

#### C. GUIDELINES

Essential records of current and former Associates will be retained according to the Record Retention guidelines.

Internal access to a personnel file is limited to managers and to other executives who have a legitimate, verifiable need to know specific information about the Associate.

Associates have the right to review certain information in their file with the individual responsible for personnel records upon reasonable notice and during normal business hours. Should an Associate wish to review his/her file, he/she must contact Human Resources. The Company reserves the right to withhold from review certain sensitive information, including pre-employment records, third-party references, and information on security or criminal investigations, except when such restrictions are prohibited by law.

Associates who question the accuracy or completeness of information in their files should discuss their concerns with Human Resources. The Company will consider any Associate's objections and remove erroneous or improper information. Should disputed information be retained in the file, the Associate may submit a brief written

statement identifying the alleged errors/inaccuracies. The statement will remain in the file as long as the disputed information is retained.

Management Associates may review certain materials in the personnel files of their subordinate Associates. Any manager who wishes to review an Associate's file must contact Human Resources. The same procedure is followed for management review of files as for an Associate's review of his/her own file.

-END--

## EXHIBIT "E"

### T.I.P. DEDUCTIONS

The Company agrees to honor political contribution deduction authorizations from employees in the following form:

I hereby authorize my Company to deduct from my pay the sum of \$ \_\_\_\_\_ per pay period and to forward that amount as my voluntary contribution to the Hotel Employees & Restaurant Employees International Union T.I. P. (To Insure Progress) Political Committee, 275 7<sup>th</sup> Ave., New York, New York 10001.

My decision to participate in the UNITE HERE T.I.P. Political Program is a voluntary one and I understand that I am under no compulsion to contribute to it, since such contributions are neither a condition of my continued employment or membership in the union. I also understand that this authorization may be revoked by me at any time and that it is automatically revoked upon termination of my employment. The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE T.I.P. - "To Insure Progress", 275 7<sup>th</sup> Ave., New York, New York 10001, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted. The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits, or other terms of liability that shall arise out of or by reason of action taken by the Company in reliance upon payroll deduction authorization cards submitted to the Company.

## EXHIBIT "F"

### ADDENDUM REGARDING FORMER SKY CHEFS EMPLOYEES

#### 1. Health & Welfare:

In order to be eligible to receive health care coverage (including medical, dental, vision, life insurance, AD&D) former Sky Chef employees must average 20 hours per week.

#### 2. Additional Insurance: 4.) Additional Insurance;

a. Life Insurance will be provided by the Company for full time employees at no cost to the employee as follows: - Former Sky Chef employees hired prior to January 1, 1988- \$40,000

b. Accidental death and dismemberment insurance will be provided by the Company at no cost to the employees as follows; - Former Sky Chef employees hired prior to January 1, 1988- \$10,000.

#### 3. Retiree Benefits:

Former Sky Chef employees hired on or before December 31, 1987, or date of transfer of the unit to DN -THS, Inc., whichever is later, who qualify for retiree benefits by reaching age 55 as an active employee with 10 or more years of continuous service, shall be eligible for a retiree health care benefit at age 65 or retirement, whichever is later. A retiree application must be made to the International Union Designee. The Company will verify eligibility of all applicants. , Once eligibility has been established, the Company will contribute \$45 per month on behalf of the eligible and participating retiree. The application provided by the employee must provide proof of out of pocket expenditure by the employee in the amount of \$45 per month.

DETROIT WAGE SUPPLEMENT

**1. Duration**

August 1, 2018 through July 31, 2023

**2. Wages:**

Effective upon ratification, the wage rates will increase by the following amounts

All Non-Tipped Employees shall receive a general wage increase of:

- \$0.60 upon ratification
- \$0.30 effective 7/1/20
- \$0.30 effective 7/1/21
- \$0.30 effective 7/1/22
- \$0.30 effective 7/1/23

All Tipped Employees shall receive a general wage increase of:

- \$0.20 upon ratification
- \$0.10 effective 7/1/20
- \$0.10 effective 7/1/21
- \$0.10 effective 7/1/22
- \$0.10 effective 7/1/23

The minimum classification rates for all classifications at the Detroit, MI unit shall be:

Classification	Current	Upon Ratification	7/1/19	1/1/20	7/1/20	7/1/21	7/1/22	7/1/23
Cashier	\$11.90	\$12.50	\$13.00	\$13.00	\$13.30	\$13.60	\$13.90	\$14.20
Hostess	\$11.90	\$12.50	\$13.00	\$13.00	\$13.30	\$13.60	\$13.90	\$14.20
Cook	\$12.15	\$13.15	\$13.45	\$14.15	\$14.45	\$14.75	\$15.05	\$15.35
Food Prep	\$12.00	\$12.75	\$13.10	\$13.50	\$13.80	\$14.10	\$14.40	\$14.70
Utility	\$11.95	\$13.05	\$13.45	\$14.15	\$14.45	\$14.75	\$15.05	\$15.35
Server	\$6.10	\$6.20	\$6.30	\$6.30	\$6.40	\$6.50	\$6.60	\$6.70
Bartender	\$8.25	\$8.35	\$8.45	\$8.55	\$ 8.65	\$ 8.75	\$ 8.85	\$8.95

B. New Hire Wage Rates:

Cook	\$12.15	\$13.15	\$13.45	\$14.15	\$14.45	\$14.75	\$15.05	\$15.35
Food Prep	\$12.00	\$12.75	\$13.10	\$13.50	\$13.80	\$14.10	\$14.40	\$14.70
Utility	\$11.95	\$13.05	\$13.45	\$14.15	\$14.45	\$14.75	\$15.05	\$15.35
Server	\$6.10	\$6.20	\$6.30	\$6.30	\$6.40	\$6.50	\$6.60	\$6.70
Bartender	\$8.25	\$8.35	\$8.45	\$8.55	\$ 8.65	\$ 8.75	\$ 8.85	\$8.95

**B. New Hire Wage Rates:**

All non-tipped employees shall be paid a New Hire Rate less than the classification rate for the first twenty-four months of employment.

- 0 to 6 months -- \$1.00 less
- 6 to 12 months -- \$0.75 less
- 12 to 18 months -- \$0.50 less
- 18 to 24 months -- \$0.25 less

Tipped employees shall be hired at the classification rate.

**C. Ratification Bonus (for employees with one or more years of service upon ratification):**

- All non-tipped employees upon ratification shall receive a \$400.00 bonus.
- All tipped employees upon ratification shall receive a \$100.00 bonus.

**3. Lead Employee:**

Employees designated as "Lead" personnel shall be paid an hourly wage rate \$0.50 per hour above the rate for the classification being led. It is mutually understood and agreed that usage of the "lead" designation shall be at the sole discretion of management and may or may not be utilized as business conditions dictate.

**4. Parking/Transportation:**

The Company agrees to continue paying the complete cost of parking for the duration of this Local Wage Supplement.

**5. Badging Costs:**

The Company will continue to pay the full cost of any badging or airport security clearance necessary to work for the company.

**6. Daily Meal Allowance:**

The Company shall provide a meal voucher of \$10.00 per day to be used at any location for a meal equal in quality and variety to that which is served to the guests. Employees are also allowed unlimited fountain drinks.

- Effective upon ratification the meal allowance shall be increased to \$10.25.
- Effective 1/1/20 the meal allowance shall be increased to \$10.50
- Effective 1/1/21 the meal allowance shall be increased to \$10.75
- Effective 1/1/22 the meal allowance shall be increased to \$11.00
- Effective 1/1/23 the meal allowance shall be increased to \$11.25

**7. Dues Deductions:** Article 2.A Dues deductions shall be made weekly.

**8. Premium Pay:** Article XII.F. modify to reflect: Premium pay will not be paid when an employee works the fifth (5<sup>th</sup>) sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day as a result of a shift change due to a shift bid or if due to vacation relief or employees changing days off or employees filling in due to sick calls or when an open position exists.-

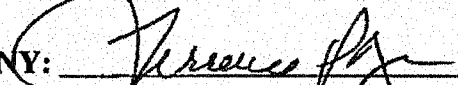
**9. Themed Locations:** Closure of locations or layoffs shall allow affected employees to bump into and out of themed locations.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/29/19

DATE: 8/23/19

UNION: 

COMPANY: 

**Chuck Hendricks, Designee  
UNITE HERE**

~~Kevin Kelly, President~~ v.p., Labor Relations  
**Delaware North**



## ONTARIO WAGE SUPPLEMENT

### Minimum Classification scales

Classification	Upon Ratification	1/1/20	1/1/21	1/1/22	1/1/23
Porter (+\$0.25)	\$12.25	\$13.25	\$14.25	\$15.25	\$15.70
Cook (+1.00)	\$13.00	\$14.00	\$15.00	\$16.00	\$16.45
Cook 2 (+\$2.00)	\$14.00	\$15.00	\$16.00	\$17.00	\$17.45
Food Preparer(+\$0.75)	\$12.75	\$13.75	\$14.75	\$15.75	\$16.20
Lead Cook (+\$3.00)	\$15.00	\$16.00	\$17.00	\$18.00	\$18.45
Counter Wait Person (+\$0.50)	\$12.50	\$13.50	\$14.50	\$15.50	\$15.95
Cashier Food (+\$0.50)	\$12.50	\$13.50	\$14.50	\$15.50	\$15.95
Bartender Public (+\$0.25)	\$12.25	\$13.25	\$14.25	\$15.25	\$15.35
Snack Bar Attendant (+\$0.50)	\$12.50	\$13.50	\$14.50	\$15.50	\$15.95
Server (+\$0.10)	\$12.10	\$13.10	\$14.10	\$15.10	\$15.20

CA State Minimum Wage (\$12.00 \$13.00 \$14.00 \$15.00)

#### Effective Upon Ratification:

- All Employees who are not servers or bartenders will either receive a wage increase of \$0.45 per hour or go to the Upon Ratification scale listed above, whichever is greater. Bartenders and Servers will receive a wage increase of \$0.10 or go to scale upon Ratification.

#### Across-the-Board Increases

##### Effective 1/1/20:

- All Employees with 6 months or more of service who are not servers or bartenders will receive either a wage increase of \$0.45 or go to \$0.10 above the 1/1/20 scale listed above, whichever is greater.

Effective 1/1/21:

- All Employees with 6 months or more of service who are not servers or bartenders will receive either a wage increase of \$0.45 or go to \$0.10 above the 1/1/20 scale listed above, whichever is greater.

Effective 1/1/22:

- All Employees with 6 months or more of service who are not servers or bartenders will receive either a wage increase of \$0.45 or go to \$0.10 above the 1/1/20 scale listed above, whichever is greater.

Effective 1/1/23:

- All Employees with 6 months or more of service who are not servers or bartenders will receive either a wage increase of \$0.45 or go to \$0.10 above the 1/1/20 scale listed above, whichever is greater.

Ratification Bonus (for those with one or more years of service at time of ratification)

Non-Tipped: \$400

Tipped: \$100

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/29/19                      DATE: 8/23/19

UNION:                       COMPANY: 

**Chuck Hendricks, Designee  
UNITE HERE**

**~~Kevin Kelly, President~~  
Delaware North**

**FT. LAUDERDALE WAGE SUPPLEMENT**

**1. Wages**

**CLASSIFICATION RATES:** All wages in Table 1 reflect minimum wages. The Company reserves the right to pay any Employee above the minimum classification rates at its sole discretion. No Employee's current rate of pay as of ratification shall be reduced by the implementation of these rates.

All non- tipped employees making less than the living wage of \$13.27 shall be increased to \$13.27 retroactive for all hours worked as of April 1, 2019.

**Table 1**

Classification	1/1/19	1/1/20	1/1/21	1/1/22	1/1/23
Server	5.60	5.70	5.80	5.90	6.00
Bartender	6.55	6.65	6.75	6.85	6.95
Cook	LW + 1.00	LW + 1.00	LW + 1.00	LW + 1.00	LW + 1.00
Themed Cooks	LW + 2.00	LW + 2.00	LW + 2.00	LW + 2.00	LW + 2.00
Storekeeper	LW + 0.50	LW + .50	LW + .50	LW + .50	LW + .50
Host	LW	LW + .25	LW + .25	LW + .25	LW + .25
Cashier	LW	LW + .25	LW + .25	LW + .25	LW + .25
Maintenance	LW + 1.00	LW + 1.00	LW + 1.00	LW + 1.00	LW + 1.00
Kitchen Helper	LW	LW + .25	LW + .25	LW + .25	LW + .25
Food Prep	LW	LW + .25	LW + .25	LW + .25	LW + .25
Porter	LW	LW + .25	LW + .25	LW + .25	LW + .25
Busser	LW	LW + .25	LW + .25	LW + .25	LW + .25
Utility Worker	LW	LW + .25	LW + .25	LW + .25	LW + .25

Effective each January 1, 2020, 2021, 2022, 2023

All employees shall receive the following raises, or the rates in Table 1 above, whichever is greater: All non-tipped Employees shall receive a minimum increase of \$0.50 per hour. All tipped Employees shall receive a minimum increase of \$0.10 per hour.

**DEFAULT GRATUITY:** The Company shall include a default gratuity of 18% in all casual dining units and bars, as well as a line for “additional gratuity” upon confirmation from BCAD that this does not constitute a violation of county code. The check shall also include the following language at the bottom of the check: “Please note that an 18% gratuity has been added to your check. Please feel free to increase, decrease, or remove the gratuity.”

**HEALTH AND WELFARE (See all modifications below)**

The Company agrees to continued participation in the South Florida Hotel and Culinary Employees’ Health and Welfare Benefit Plan (“the Health Plan”).

Section 1a: Beginning July 1, 2019, for all eligible employees hired after March 21, 2016 the Total Health and Welfare (including Dental and Administration) contribution rates shall be as follows:

Level/Monthly Premium Total	Company Contribution	
	7/1/2019	1/1/2020
Employee Only [\$487.45]	90%	95%
Employee/Spouse [\$1113.39]	82%	85%
Employee/Children [\$904.31]	88%	90%
Employee/Family [\$1482.59]	82%	85%

Section 1b: For employees hired before May 10, 2010, the Total Health and Welfare (including Dental and Administration) contribution rates shall be as follows:

Level/Monthly Premium Total	Company Monthly Contribution	Employee Monthly Contribution
Employee Only [\$487.45]	\$ 438.71 [90%]	\$ 48.74 [10%]
Employee/Spouse [\$1113.39]	\$1035.45 [93%]	\$ 77.94 [7%]
Employee/Children [\$904.31]	\$ 841.01 [93%]	\$ 63.30 [7%]
Employee/Family [\$1482.59]	\$1408.46 [95%]	\$ 74.13 [5%]

Section 1c: For employees hired after May 10, 2010 but prior to March 21, 2016, the Total Health and Welfare (including Dental and Administration) contribution rates shall be as follows:

Level/Monthly Premium Total	Company Monthly Contribution	Employee Monthly Contribution
Employee Only [\$487.45]	\$ 438.71 [90%]	\$ 48.74 [10%]
Employee/Spouse [\$1113.39]	\$1002.05 [90%]	\$110.89 [10%]
Employee/Children [\$904.31]	\$ 813.88 [90%]	\$ 90.43 [10%]
Employee/Family [\$1482.59]	\$1363.98 [92%]	\$118.61 [8%]

The Employee Only contributions for all employees will become a 95%-5% cost-split between the Company and employee as of January 1, 2020.

These rates may be increased by up to 9% effective July 1, 2020 and each July 1<sup>st</sup> throughout the Agreement. The cost-split percentages indicated above between the Company and employee contributions shall remain throughout the duration of the Agreement.

The Company shall contribute as set forth above for each Employee that has enrolled in the Fund and authorized payroll deductions for the required total contribution amount, no later than the 10th day of the following month, together with the names, social security numbers, and gross wages earned by the employees for whom payments were made upon forms required by the Health Plan Administrator.

Employees shall pay their portion of the monthly contribution set forth above to the Company by way of bi-weekly payroll deduction. For this purpose, the Company will provide for automatic and continuing payroll deductions.

Section 2: The contributions to the Fund shall be limited as hereinabove specified.

Requirements with respect to when participant contributions begin and end shall not be changed during the term of this Agreement.

Section 3: The Company shall, upon request, be furnished with copies of the regular registration and audit reports, and booklets describing the plan of the benefits.

Section 4: In the event that any future legislation is enacted, there shall be no duplication or accumulation of coverage, and the parties shall negotiate such changes as may be required by law.

**Section 5:** The Company further agrees to make available to the Fund all records of employees hired, classification of employees, names, ages, social security numbers, and wages paid which the said Fund may require for its sound and efficient operation. The Company accepts and agrees to be bound to the Agreement and Declaration of Trust of the South Florida Hotel and Culinary Employees' Welfare Fund ("the Fund") and will sign the Trust Acceptance Form provided by the Trustees of the Fund.

**Section 6:** In the event the Company shall become in arrears in payment to the Fund, as outlined above, for a period of one (1) month, or more the Company shall then pay to the Fund the sum of 6% interest, per annum, on all the arrearages due to the Fund. Furthermore, in the event the Fund must resort to legal action for arrearage collections, then the Company shall be responsible for all costs including legal fees and 6% interest for the necessary expenditures involved in the collection of said arrearage payments.

**Section 7:** For the limited purpose of this Article, the Union may be considered as a contributing Company and officials and employees of the Union and of the Fund may be considered as employees on behalf of whom contributions may be made to said Fund.

**Section 8:** The Company shall make contributions for employees on paid time off.

**Section 9:** Notwithstanding anything contained in this Article to the contrary, the Company's obligation to make the contributions under this Article ceases if the Fund fails to be tax exempt under Section 5.01 of the Internal Revenue Code. The Union represents that the Fund is tax exempt under Section 5.01 of the Internal Revenue Code and complies in all material respects with the provisions of ERISA and that there has been timely filing on behalf of the Fund of appropriate reports and all informational material with the IRS and the Department of Labor.

**Section 10:** The Company shall contribute on all Employees with paid hours of one hundred and twenty (120) or more per month, who elect health insurance coverage through the South Florida Hotel and Culinary Employees' Health and Welfare Benefit Plan ("the Health Plan") beginning the 1<sup>st</sup> of the month following sixty (60) days of continuous employment. However, the

Company shall contribute for tipped employees ~~hired on or before May 10, 2010~~ who average one hundred and four (104) hours during the months of July, August, and September. The Company agrees to contribute the total contribution amounts indicated to the South Florida Hotel and Culinary Employees' Health and Welfare Benefit Plan for the purpose of providing health and welfare benefits under the Health Plan, or such new, merged, or consolidated plans as may be adopted by the Trustees. The Company shall not contribute on Employees who sign a waiver. Said contributions shall be submitted monthly, together with a report of the Employee data required by the Fund, on the format prescribed by the Fund, no later than the 10<sup>th</sup> day of the month following the month for which contributions are to be made.

The Company will continue to make contributions to the Fund on a monthly basis as long as the covered employee continues to be employed, and works the required number of hours. The Company shall notify an employee who fails to work the required hours per month. Should the employee meet the hours requirements in the following month, the Company's obligation to contribute will re-commence. Company contributions on behalf of such an employee will resume only after the employee has met the required paid hours in a month.

**3. Lead Employees:** Employees designated as "Lead" personnel shall be paid an hourly wage of fifty cents (\$0.50) per hour above the top rate of pay for the classification being led. It is mutually understood and agreed to by the parties that utilization of the "Lead" designation shall be at the sole discretion of the Company and that said designation may or may not be used as business conditions dictate.

**4. Shift differential:** Employees scheduled to work between the hours of 11pm and 7am will receive an additional fifty cents (\$0.50) for the actual hours worked during those hours.

**5. Parking:** The Company will fully cover the cost of employee parking.

**6. Meal Voucher:** The meal voucher shall be increased from \$10.00 to \$11.50 upon ratification and shall be increased to \$13.00 on January 1, 2020.

**7. Hospitality Employees Advancement and Training Fund**

Section 1: The Company agrees to contribute \$20,000 annually beginning July 1, 2019 to the Hospitality Workers Training Fund.

The Hospitality Workers Training Fund has been established and maintained pursuant to Section 302 of Taft-Hartley, Act and the provisions of the Employee Retirement Income Security Act. The Company agrees to be bound by the Fund's Trust Agreement.

Section 2: The Union and the Company shall engage in a joint process to determine the Company's training needs.

Section 3: If an applicant is certified according to mutually established criteria through Fund's training entity, that applicant shall be deemed qualified for a vacant position.

Section 4: The parties will meet the first quarter of each year to discuss and evaluate the impact and participation.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/29/19                      DATE: 8/23/19

UNION:                       COMPANY: 

**Chuck Hendricks, Designee  
UNITE HERE**

**Kevin Kelly, President    V.P., Labor Relations  
Delaware North**



**Side Letter of Agreement**

**Between**

**UNITE HERE International Union and Delaware North**

The parties agree that they each support the implementation of the default gratuity language and will convey as such to Broward County.

DATE: 7/29/19 DATE: 8/23/19

UNION:  COMPANY: 

**Chuck Hendricks, Designee  
UNITE HERE**

~~Kevin Kelly, President~~ V.P., Labor Relations  
Delaware North

## DALLAS WAGE SUPPLEMENT

### 1. Duration

May 22, 2018 through July 31, 2023

### 2. Wages & wage increases:

Classification	Current	Ratification	1/1/20	1/1/21	1/1/22	1/1/23
Cook	\$11.35	\$11.95	\$12.25	\$12.55	\$12.85	\$13.15
Food Preparer	\$10.10	\$10.70	\$11.00	\$11.30	\$11.60	\$11.90
Stand Attendant	\$10.35	\$10.95	\$11.25	\$11.55	\$11.85	\$12.15
Porter	\$11.10	\$11.70	\$12.00	\$12.30	\$12.60	\$12.90
Utility	\$9.35	\$9.95	\$10.25	\$10.55	\$10.85	\$11.15

Minimum classification rates at the Dallas, TX unit shall be:

All Non-Tipped Employees will receive a general wage increase of:

Effective at ratification -- \$0.60

1/1/20 -- \$0.30

1/1/21 -- \$0.30

1/1/22 -- \$0.30

1/1/23 -- \$0.30

All Tipped Employees will receive a general wage increase of:

Effective at ratification -- \$0.20

1/1/20 -- \$0.10

1/1/21 -- \$0.10

1/1/22 -- \$0.10

1/1/23 -- \$0.10

### New Hire Wage Rates:

New Hire Wage Scale: (for employees hired after March 21, 2016):

- Start - \$0.50 below full classification rate listed above
- After 6 months - \$0.25 below full classification rate listed above

- After 12 months – Full classification rate listed in above

Ratification Bonus (for those with one or more years of service at time of ratification)

Non-Tipped: \$400

Tipped: \$100

**3. Lead Employee:**

Employees designated as “Lead” personnel shall be paid an hourly wage rate \$.25 per hour above the rate for the classification being led.

**4. Parking/Transportation:**

The Company agrees to pay the complete cost of employee parking for the duration of this Local Wage Supplement.

**5. Badging Costs:**

The Company will continue to pay the full cost of any badging or airport security clearance necessary to work for the company.

**6. Article XII. F- Modify to reflect:** – 6<sup>th</sup> and 7<sup>th</sup> day modified to the premium is not paid if an employee is filling in for a sick call.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/29/19

DATE: 8/23/19

UNION: 

COMPANY: 

Chuck Hendricks, Designee  
UNITE HERE

~~Kevin Kelly, President~~ v.p., Labor Relations  
Delaware North

## ATLANTA WAGE SUPPLEMENT

### 1. Duration

February 6<sup>th</sup>, 2018 through July 31, 2023

### 2. Wages & wage increases:

All Non-Tipped Employees will receive a general wage increase of:

- \$1.00 effective at ratification
- \$0.50 effective 1/1/20
- \$0.50 effective 1/1/21
- \$0.50 effective 1/1/22
- \$0.50 effective 1/1/23

All Tipped Employees will receive a general wage increase of:

- \$0.20 effective at ratification
- \$0.10 effective 1/1/20
- \$0.10 effective 1/1/21
- \$0.10 effective 1/1/22
- \$0.10 effective 1/1/23

Minimum Classification Rates shall be:

Classification	Current	Ratification	1/1/20	1/1/21	1/1/22	1/1/23
Barista	\$9.80	\$10.80	\$11.30	\$11.80	\$12.30	\$12.80
Baker	\$10.95	\$11.95	\$12.45	\$12.95	\$13.45	\$13.95
Bus Person	\$9.90	\$10.90	\$11.40	\$11.90	\$12.40	\$12.90
Stand Attendant	\$9.30	\$10.30	\$10.80	\$11.30	\$11.80	\$12.30
Utility 1	\$9.30	\$10.30	\$10.80	\$11.30	\$11.80	\$12.30
Utility 2	\$10.30	\$11.30	\$11.80	\$12.30	\$12.80	\$13.30
Cashier	\$9.30	\$10.30	\$10.80	\$11.30	\$11.80	\$12.30
Lead Cashier	\$9.80	\$10.80	\$11.30	\$11.80	\$12.30	\$12.80
Cook 1	\$12.20	\$13.20	\$13.70	\$14.20	\$14.70	\$15.20
Porter	\$12.20	\$13.20	\$13.70	\$14.20	\$14.70	\$15.20
Food Prep	\$10.20	\$11.20	\$11.70	\$12.20	\$12.70	\$13.20
Lead Food Prep	\$10.70	\$11.70	\$12.20	\$12.70	\$13.20	\$13.70
Theme Cook	\$12.70	\$13.70	\$14.20	\$14.70	\$15.20	\$15.70
Cocktail Server	\$3.45	\$3.65	\$3.75	\$3.85	\$3.95	\$4.05
Bartender	\$5.20	\$5.40	\$5.50	\$5.60	\$5.70	\$5.80

Ratification Bonus (for those with one or more years of service at time of ratification)  
Non-Tipped: \$1,000  
Tipped: \$200

**New Hire Schedule:**

Non-tipped associates hired after March 21, 2016 will start at \$.50 below the classification rate and after 6 months be brought up to the classification rate.

**3. Night Shift Differential:**

In addition to their hourly rate of pay, employees scheduled to work between 9:30pm and 3:00am, shall be paid a premium of \$0.40 per hour for all hours actually worked.

**4. Early Shift Differential:**

The Company shall pay a shift differential of \$1.00 per hour worked for employees whose work shift begins between 3:00 am and 5:00 am. These shift differentials will be paid on all hours worked for the entire shift.

**5. Lead Employee:** At the discretion of the company, Leads may be created in any classification. Leads will receive \$.50 an hour above the full rate and are not entitled to training pay.

**6. Training pay:** The Company shall pay Employees assigned to train other Employees a training premium of \$0.50 per hour during approved training periods (Not including stand leads) for all hours actually worked.

**7. Parking/Transportation:** Employees shall be provided with either;

- a. A parking pass for which the Company shall contribute sixty (60%) percent of the cost;
- b. An Airport employee MARTA card for which the Company shall contribute fifty (50%) of the cost (which will deducted weekly);

If at any time the parking pass subsidy exceeds the cost of the MARTA cards the parties agree to meet and discuss.

**8. Employee Meal Voucher:** The Company shall provide a meal voucher of \$10.25 per day to be used at any location for a meal equal in quality and variety to that which is served to the guests. Employees are also allowed unlimited fountain drinks.

Employees working the overnight shift in the warehouse shall be entitled to one meal which shall be pre-prepared by the Company, and shall include a sandwich or salad, chips and two (2) bottled drinks.

- The meal voucher shall increase upon ratification to \$10.50
- The meal voucher shall increase on 1/1/20 to \$10.75
- The meal voucher shall increase on 1/1/21 to \$11.00
- The meal voucher shall increase on 1/1/22 to \$11.25
- The meal voucher shall increase on 1/1/23 to \$11.50

**9. Badging Costs:** The Company will continue to pay for badging of employees for the duration of the wage supplement.

**10. Part-time hours:** Follow Master National Agreement, except no more than 13%.

**11. Cab Fare:** There has been a practice at the Atlanta airport where if an employee is asked to stay and work overtime and no public transportation is available at shift end that the Company will ensure that the employee has transportation home. The Company will agree to continue this practice in a "Side Letter".

## **12. Article XII – Hours of Employment**

- Overtime after 40 hours weekly

## **13. Retention Program**

Effective 7/1/19, in lieu of the Company participating in the Local 23 Training Fund as previous agreed to, the Company will place seven cents (.07) per hour, to the maximum of 40 hours per week, for all employees with one or more years of service into an escrow bank account. Each

December 1, the amount of money accumulated in the bank account will be evenly dispersed to all active employees with one or more years of service. The dispersal will be in a separate check than the normal weekly payroll.

14. Article XVII- Pension- Refer to the Master National Agreement.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/29/19      DATE: 8/23/19

UNION:       COMPANY: 

Chuck Hendricks, Designee  
UNITE HERE

~~Kevin Kelly, President~~      V.P., Labor Relations  
Delaware North

## RICHMOND WAGE SUPPLEMENT

### 1. Duration

March 29, 2019 through July 31, 2023

### 2. Wages:

Minimum Classification rates at the Richmond, VA unit shall be:

Classification	Current	Ratification	1/1/20	7/1/20	1/1/21	7/1/21	1/1/22	7/1/22	1/1/23	7/1/23
Cashier	\$10.10	\$10.50	\$10.70	\$10.90	\$11.10	\$11.30	\$11.50	\$11.70	\$11.90	\$12.10
Cook	\$12.10	\$12.50	\$12.70	\$12.90	\$13.10	\$13.30	\$13.50	\$13.70	\$13.90	\$14.10
Utility	\$11.10	\$11.50	\$11.70	\$11.90	\$12.10	\$12.30	\$12.50	\$12.70	\$12.90	\$13.10
Store Keeper	\$12.10	\$12.50	\$12.70	\$12.90	\$13.10	\$13.30	\$13.50	\$13.70	\$13.90	\$14.10
Bartender	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70
Food Prep	\$11.20	\$11.60	\$11.80	\$12.00	\$12.20	\$12.40	\$12.60	\$12.80	\$13.00	\$13.20
Dishwasher	\$10.10	\$10.50	\$10.70	\$10.90	\$11.10	\$11.30	\$11.50	\$11.70	\$11.90	\$12.10
Server	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70

All Non-Tipped Employees shall receive a general wage increase of:

\$0.40 effective ratification

\$0.20 effective 1/1/20

\$0.20 effective 7/1/20

\$0.20 effective 1/1/21

\$0.20 effective 7/1/21

\$0.20 effective 1/1/22

\$0.20 effective 7/1/22

\$0.20 effective 1/1/23

\$0.20 effective 7/1/23



**New Hire Wage Rates:**

Employees hired after March 21, 2016 shall be hired \$1.00 below full rate with exception of tipped employees and Cashier and Utility

- o After 60 days – rate adjusted to \$0.50 below full rate scale
- o After 6 months – Rate adjusted to \$0.25 below full rate scale
- o After 9 months and thereafter – Rate adjusted to the full rate

**3. Lead Employee:** Employees designated as “Lead” personnel shall be paid an hourly wage rate \$ \$0.50 per hour above the rate for the classification being led. It is mutually understood and agreed that usage of the “Lead” designation shall be at the sole discretion of management and may or may not be utilized as business conditions dictate.

**4. Parking/Transportation:** The Company agrees to continue paying the complete cost of parking for the duration of this Local Wage Supplement.

**5. Tipped Employees Benefit Rate:**

Those employees currently receiving a higher hourly benefit rate, will receive the additional .25 per hour per year increases listed above on top of their hourly benefit rate.

**6. Badging Costs:**

The Company will continue to pay the full cost of any badging or airport security clearance necessary to work for the company.

**7. Meal Allowance:** The Company shall provide a meal allowance of \$9.25 per day to be used at any location for a meal equal in quality and variety to that which is served to the guests.

Employees are also allowed unlimited fountain drinks. The meal allowance will increase by twenty-five cents (\$0.25) each year.

The Company will create an “Employee Menu” for each restaurant.

The meal voucher shall increase on 1/1/20 to \$9.50

The meal voucher shall increase on 1/1/21 to \$9.75

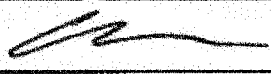
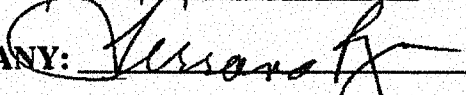
The meal voucher shall increase on 1/1/22 to \$10.00

The meal voucher shall increase on 1/1/23 to \$10.25

8. Dues: Dues will be deducted weekly.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/24/19 DATE: 8/23/19

UNION:  COMPANY: 

Chuck Hendricks, Designee  
UNITE HERE

~~Kevin Kelly, President~~ V.P., Labor Relations  
Delaware North

OKLAHOMA CITY WAGE SUPPLEMENT

**1. Duration**

May 22, 2018 through July 31, 2023

**2. Wages:**

Minimum Classification rates at the Oklahoma City, OK shall be:

Classification	Current	Ratification	1/1/20	7/1/20	1/1/21	7/1/21	1/1/22	7/1/22	1/1/23	7/1/23
Maintenance	\$10.45	\$11.05	\$11.15	\$11.40	\$11.50	\$11.75	\$11.85	\$12.10	\$12.20	\$12.45
Utility	\$10.05	\$10.65	\$10.75	\$11.00	\$11.10	\$11.35	\$11.45	\$11.70	\$11.80	\$12.05
Storekeeper	\$10.45	\$11.05	\$11.15	\$11.40	\$11.50	\$11.75	\$11.85	\$12.10	\$12.20	\$12.45
Cook	\$11.45	\$12.05	\$12.15	\$12.40	\$12.50	\$12.75	\$12.85	\$13.10	\$13.20	\$13.45
Stand Attendant	\$10.25	\$10.85	\$10.95	\$11.20	\$11.30	\$11.55	\$11.65	\$11.90	\$12.00	\$12.25
Cashier	\$10.45	\$11.05	\$11.15	\$11.40	\$11.50	\$11.75	\$11.85	\$12.10	\$12.20	\$12.45
Line Server	\$10.40	\$11.00	\$11.10	\$11.35	\$11.45	\$11.70	\$11.80	\$12.05	\$12.15	\$12.40
Porter	NEW	\$11.45	\$12.05	\$12.15	\$12.40	\$12.50	\$12.75	\$12.85	\$13.10	\$13.20
Barista	NEW	\$11.55	\$ 11.65	\$11.90	\$ 12.00	\$12.25	\$ 12.35	\$12.60	\$12.70	\$12.95
Server	\$4.86	\$5.06	\$5.06	\$5.16	\$5.16	\$5.26	\$5.26	\$5.36	\$5.36	\$5.46
Bartender	\$8.40	\$8.60	\$8.60	\$8.70	\$8.70	\$8.80	\$8.80	\$8.90	\$8.90	\$9.00

All employees shall receive the following wage increases:

Wage increases:	Hourly	Tipped
Effective Ratification	\$0.60	\$0.20
Effective 1/1/2020	\$0.10	
Effective 7/1/2020	\$0.25	\$0.10
Effective 1/1/2021	\$0.10	
Effective 7/1/2021	\$0.25	\$0.10
Effective 1/1/2022	\$0.10	
Effective 7/1/2022	\$0.25	\$0.10
Effective 1/1/2023	\$0.10	
Effective 7/1/2023	\$0.25	\$0.10

**Ratification Bonus (for those with one or more years of service at time of ratification)**

**Non-Tipped: \$400**

**Tipped: \$100**

**3. New Hire Wage Rates:** For the first sixty (60) days of employment, newly hired employees in a non-tipped job classification may be paid a new hire rate of \$1.50 (One dollar fifty) per hour below the starting rate for their job classification. After sixty (60) days of employment, these employees may be paid \$1.25 (One dollar twenty-five) per hour below the starting rate for their job classification. After six (6) months of employment, these employees may be paid \$1.00 (One dollar) per hour below the starting rate for their job classification. After one (1) year these employees may be paid .50¢ (Fifty cents) per hour below the starting rate for their job classification. After eighteen (18) months, these employees shall be paid the full classification rate. Once a new hire achieves full rate, they will receive the next general wage increase. Tipped employees shall be hired at the classification rate.

**4. Lead Employee:** Employees designated as "Lead" personnel shall be paid an hourly wage rate of fifty (50¢) cents per hour above the rate for the classification being led. It is mutually understood and agreed that usage of the Lead designation shall be at the sole discretion of management and that Leads may or may not be utilized as business conditions dictate.

**5. Parking/Transportation:** The Company agrees to continue paying the complete cost of parking for the duration of this Local Wage Supplement.

**6. Badging Costs:** The Company will continue to pay the full cost of any badging or airport security clearance necessary to work for the company.


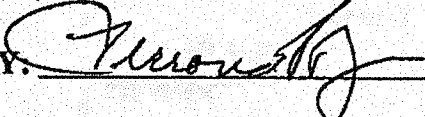
**7. Meal Allowance:** The Company shall provide a meal allowance of \$10.00 per day to be used at any location for a meal equal in quality and variety to that which is served to the guests. Employees are also allowed unlimited fountain drinks.

- Upon ratification the meal allowance shall be increased to \$10.25.
- Effective 1/1/20 the meal allowance shall be increased to \$10.50.

- Effective 1/1/21 the meal allowance shall be increased to \$10.75.
- Effective 1/1/22 the meal allowance shall be increased to \$11.00.
- Effective 1/1/23 the meal allowance shall be increased to \$11.25.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/24/19      DATE: 8/23/19

UNION:       COMPANY: 

**Chuck Hendricks, Designee  
UNITE HERE**

~~Kevin Kelly, President~~ V.P., Labor Relations  
**Delaware North**

**NEW ORLEANS WAGE SUPPLEMENT**

**1. Duration**

February 5, 2018 through July 31, 2023

**2. Wages:**

Minimum classification rates at the New Orleans, LA unit shall be:

<b>Classification</b>	<b>Current</b>	<b>Ratification</b>	<b>1/1/20</b>	<b>1/1/21</b>	<b>1/1/22</b>	<b>1/1/23</b>
Food Prep	\$10.25	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00
Dishwasher	\$9.85	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage
First Cook	\$11.15	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00
First baker	\$11.15	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00
Panty	\$10.25	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage
Porter	\$11.40	Living Wage +.50	Living Wage +.50	Living Wage +.50	Living Wage +.50	Living Wage +.50
Utility	\$9.85	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage
Host	\$10.25	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage
Cashier	\$10.25	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage
Production Cook	\$11.34	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00	Living Wage + \$1.00
Food Runner	\$10.45	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage
Server	\$4.61	\$4.81	\$4.91	\$5.01	\$5.11	\$5.21
Bartender	\$7.27	\$7.47	\$7.57	\$7.67	\$7.77	\$7.87

All Non-Tipped Employees shall receive a general wage increase of:

Living Wage or \$0.40 per hour, whichever is greater, effective at ratification

Living Wage or \$0.40 per hour, whichever is greater, effective 1/1/20

Living Wage or \$0.40 per hour, whichever is greater, effective 1/1/21

Living Wage or \$0.40 per hour, whichever is greater, effective 1/1/22

Living Wage or \$0.40 per hour, whichever is greater, effective 1/1/23

All Tipped Employees shall receive a general wage increase of:

\$0.20 per hour, whichever is greater, effective at ratification

\$0.10 per hour, whichever is greater, effective 1/1/20

\$0.10 per hour, whichever is greater, effective 1/1/21

\$0.10 per hour, whichever is greater, effective 1/1/22

\$0.10 per hour, whichever is greater, effective 1/1/23

Ratification Bonus (for those with one or more years of service at time of ratification)

Non-Tipped: \$800

Tipped: \$250

### **3. Lead Employee:**

Employees designated as "Lead" personnel shall be paid an hourly wage rate \$ \$0.50 per hour above the rate for the classification being led. It is mutually understood and agreed that usage of the "Lead" designation shall be at the sole discretion of management and may or may not be utilized as business conditions dictate. Any tipped employee who trains a newly hired tipped employee shall receive the "Lead" rate for all hours of training duties.

### **4. Parking/Transportation:**

The Company agrees to continue paying the complete cost of parking for the duration of this Local Wage Supplement.

### **5. Badging Costs:**

The Company will continue to pay the full cost of any badging or airport security clearance necessary to work for the company.

**6. Shift scheduling:** The Company, in his/her sole discretion, may schedule employees to work four (4) consecutive, ten (10) hour work days, and all work performed in excess of four (4) days

in a week or ten (10) hours in a day is to be compensated for as provided in the Master National Agreement.


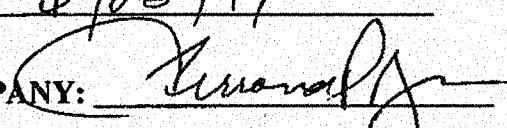
**7. Meal Allowance:** The Company shall provide a meal allowance of \$12.00 per day to be used at any location for a meal equal in quality and variety to that which is served to the guests. Employees are also allowed unlimited fountain drinks. The meal voucher amount will increase by twenty-five cents (\$0.25) each year.

- The meal voucher shall increase on 1/1/20 to \$12.25
- The meal voucher shall increase on 1/1/21 to \$12.50
- The meal voucher shall increase on 1/1/22 to \$12.75
- The meal voucher shall increase on 1/1/23 to \$13.00

**8. Early Shift Differential:**

- The Company shall pay a shift differential of \$1.00 per hour worked for employees whose work shift begins between 3:00 am and 5:00 am. These shift differentials will be paid on all hours worked for the entire shift.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: <u>7/29/19</u>	DATE: <u>8/23/19</u>
UNION: <u></u>	COMPANY: <u></u>
Chuck Hendricks, Designee UNITE HERE	<del>Kevin Kelly, President</del> V.P., Labor Relations Delaware North



**TAMPA WAGE SUPPLEMENT**

1. **DURATION:** March 29, 2019 through July 31, 2023

2. **WAGES**

	Current Rate	Ratification	1/1/20	7/1/20	1/1/21	7/1/21	1/1/22	7/1/22	1/1/23	7/1/23
<b>Bartender</b>	\$5.44	\$5.54	\$5.59	\$5.64	\$5.69	\$5.74	\$5.79	\$5.84	\$5.89	\$5.94
<b>Cook II</b>	\$12.50	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00
<b>Prep Cook</b>	\$10.50	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00
<b>Cook I-Entry Level</b>	\$10.00	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00	\$12.25	\$12.50
<b>Host</b>	\$10.00	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00	\$12.25	\$12.50
<b>Server</b>	\$5.44	\$5.54	\$5.59	\$5.64	\$5.69	\$5.74	\$5.79	\$5.84	\$5.89	\$5.94
<b>Stand Attendant</b>	\$10.00	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00	\$12.25	\$12.50
<b>Utility</b>	\$10.00	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00	\$12.25	\$12.50
<b>Cook III</b>	\$13.00	\$13.75	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00	\$15.25	\$15.50	\$15.75

All Non-Tipped Employees shall receive a general wage increase of:

- \$0.50 effective ratification
- \$0.25 effective 1/1/20
- \$0.25 effective 7/1/20
- \$0.25 effective 1/1/21
- \$0.25 effective 7/1/21
- \$0.25 effective 1/1/22
- \$0.25 effective 7/1/22
- \$0.25 effective 1/1/23
- \$0.25 effective 7/1/23

All Tipped Employees shall receive a general wage increase of:

- \$0.10 effective ratification
- \$0.05 effective 1/1/20
- \$0.05 effective 7/1/20
- \$0.05 effective 1/1/21

\$0.05 effective 7/1/21

\$0.05 effective 1/1/22

\$0.05 effective 7/1/22

\$0.05 effective 1/1/23

\$0.05 effective 7/1/23

## **PARKING**

The Company will continue to pay cost of parking for duration of this local wage supplement. With regards to Public Transportation, the Company will pay for fifty percent (50%) of the cost or up to twenty-five dollars (\$25.00) per month of the monthly HART pass, whichever is lower.

## **MEALS**

The Company will provide one meal to each employee for each shift worked. The Company will provide free water, fountain drinks, and coffee to employees who are working. The Company will not provide bottled water or bottled beverages.

## **DUES**

Union dues will be deducted weekly.

## **BADGES**

The Company will continue to provide security badges to employees who need them to perform their job. Management will provide a Badge to Union Representatives to access the worksite for the purposes of conducting Union business.

## **ARTICLE XII: HOURS OF EMPLOYMENT (UNDER MNA)**

-Time and one half after 40 hours weekly

-6<sup>th</sup> and 7<sup>th</sup> day premium will not bridge work weeks

## **BENEFIT RATE**

Follow Master National Agreement

## **PREMIUM PAY**

Employees performing Lead job responsibilities will be paid a \$0.50 per hour premium for all hours worked performing that job function.

Employees performing Training job responsibilities will be paid a \$0.50 per hour premium for all hours worked performing that job function.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/29/19      DATE: 8/23/19

UNION:       COMPANY: 

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~~**Kevin Kelly, President**~~  
**Delaware North**

*V.P., Labor Relations*

## NASHVILLE WAGE SUPPLEMENT

**1. Duration:** February 5, 2018 through July 31, 2023

**2. Wages:**

Minimum classification rates at the Nashville, TN unit shall be:

<b>Job Classification</b>	<b>Current Rate</b>	<b>Ratification</b>	<b>Effective 1/1/20</b>	<b>Effective 1/1/2021</b>	<b>Effective 1/1/2022</b>	<b>Effective 1/1/2023</b>
Utility Worker	\$11.00	\$11.70	\$12.05	\$12.40	\$12.75	\$13.10
Food Preparer	\$9.06	\$9.76	\$10.11	\$10.46	\$10.81	\$11.16
Food Runner	\$9.06	\$9.76	\$10.11	\$10.46	\$10.81	\$11.16
Storekeeper	\$9.16	\$9.86	\$10.21	\$10.56	\$10.91	\$11.26
Supply Clerk	\$9.51	\$10.21	\$10.56	\$10.91	\$11.26	\$11.61
Cook II	\$9.63	\$10.33	\$10.68	\$11.03	\$11.38	\$11.73
Cook I	\$13.00	\$13.70	\$14.05	\$14.40	\$14.75	\$15.10
Production Cook	\$10.15	\$10.85	\$11.20	\$11.55	\$11.90	\$12.25
Busperson	\$8.56	\$9.26	\$9.61	\$9.96	\$10.31	\$10.66
Snack Bar Attendant	\$11.00	\$11.70	\$12.05	\$12.40	\$12.75	\$13.10
Cashier	\$11.00	\$11.70	\$12.05	\$12.40	\$12.75	\$13.10
Shop Maintenance Person	\$11.74	\$12.44	\$12.79	\$13.14	\$13.49	\$13.84
Host/Hostess	\$11.00	\$11.70	\$12.05	\$12.40	\$12.75	\$13.10
Cocktail Waiter/Waitress	\$4.34	\$4.54	\$4.64	\$4.74	\$4.84	\$4.94
Table Waiter/Waitress	\$4.34	\$4.54	\$4.64	\$4.74	\$4.84	\$4.94
Dining Room Waiter/Waitress	\$4.84	\$5.04	\$5.14	\$5.24	\$5.34	\$5.44
Bartender	\$6.45	\$6.65	\$6.75	\$6.85	\$6.95	\$7.05
Bartender II	\$6.70	\$6.90	\$7.00	\$7.10	\$7.20	\$7.30

All Non-Tipped Employees shall receive a general wage increase of:

\$0.70 effective at ratification

\$0.35 effective 1/1/20

\$0.35 effective 1/1/21

\$0.35 effective 1/1/22

\$0.35 effective 1/1/23

All Tipped Employees shall receive a general wage increase of:

\$0.20 effective at ratification

\$0.10 effective 1/1/20

\$0.10 effective 1/1/21

\$0.10 effective 1/1/22

\$0.10 effective 1/1/23

**Ratification Bonus (for those with one or more years of service at time of ratification)**

Non-Tipped: \$800

Tipped: \$200

**B. New Hire Wage Rates:**

Employees shall be paid in accordance with the scale of wages in effect 11/6/07. All non-tipped employees start at one dollar (\$1.00) below the full rate. After sixty (60) days seventy-five cents (\$.75) cents below full rate. After six (6) months fifty cents (\$.50) below full rate and after one (1) year, full rate.

**3. Night Shift Differential:**

In addition to their hourly rate of pay, employees scheduled to work between 11:00pm and 5:00am, shall be paid a premium of \$0.10 per hour.

**4. Lead Employee:**

Employees designated as "Lead" personnel shall be paid an hourly wage rate \$ \$0.75 per hour above the rate for the classification being led. It is mutually understood and agreed that usage of the "Lead" designation shall be at the sole discretion of management and may or may not be utilized as business conditions dictate.

**5. Parking/Transportation:**

The Company agrees to continue paying the complete cost of parking for the duration of this Local Wage Supplement.

**6. Badging Costs:**

The Company will continue to pay the full cost of any badging or airport security clearance necessary to work for the company.

**7. Cab Fare:** The Company shall reimburse employees the cost of cab fare if an employee is asked to stay overtime and no longer has access to public transportation home. The employee shall provide a dated receipt from the cab company.

**8. Meal Allowance:** The Company shall provide a meal allowance of \$10.00 per day to be used at any location for a meal equal in quality and variety to that which is served to the guests. The meal allowance will increase by \$0.25 each year. Employees are also allowed unlimited fountain drinks.

- The company shall create Employee meals at all locations.
  - The meal voucher shall increase on 1/1/20 to \$10.25
  - The meal voucher shall increase on 1/1/21 to \$10.50
  - The meal voucher shall increase on 1/1/22 to \$10.75
  - The meal voucher shall increase on 1/1/23 to \$11.00

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/29/19                      DATE: 8/23/19

UNION:                       COMPANY: 

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**Kevin Kelly, President     V.P., Labor Relations  
Delaware North**

**AUSTIN WAGE ADDENDUM**

**1. Duration**

May 22, 2018 through July 31, 2023

**2. Wages & wage increases:**

All Non-Tipped Employees will receive the living wage or a general wage increase of, whichever is greater:

\$0.90 per hour increase effective ratification

\$0.45 per hour increase effective 1/1/20

\$0.45 per hour increase effective 1/1/21

\$0.45 per hour increase effective 1/1/22

\$0.45 per hour increase effective 1/1/23

All Tipped Employees will receive a general wage increase of:

\$0.20 per hour increase effective ratification

\$0.10 per hour increase effective 1/1/20

\$0.10 per hour increase effective 1/1/21

\$0.10 per hour increase effective 1/1/22

\$0.10 per hour increase effective 1/1/23

Minimum classification rates shall be:

<b>Classification</b>	<b>Current</b>	<b>Ratification</b>	<b>1/1/20</b>	<b>1/1/21</b>	<b>1/1/22</b>	<b>1/1/23</b>
Utility	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage
Food Prep	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage
Cook	Living Wage +\$1.00	Living Wage +\$1.00	Living Wage +\$1.00	Living Wage +\$1.00	Living Wage +\$1.00	Living Wage +\$1.00
Baker	Living Wage +\$1.00	Living Wage +\$1.00	Living Wage +\$1.00	Living Wage +\$1.00	Living Wage +\$1.00	Living Wage +\$1.00
Theme cook	Living Wage +\$1.50	Living Wage +\$1.50	Living Wage +\$1.50	Living Wage +\$1.50	Living Wage +\$1.50	Living Wage +\$1.50

Cashier	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage	Living Wage
Bartender	\$6.50	\$6.70	\$6.80	\$6.90	\$7.00	\$7.10
Server	\$5.00	\$5.20	\$5.30	\$5.40	\$5.50	\$5.60

*\*or living wage if applicable to tipped employees.*

The following positions will be paid above living wage effective November 1, 2017 of at least:

- Themed cook - \$1.50 above living wage
- Cook – \$1.00 above living wage
- Baker – \$1.00 above living wage

Ratification Bonus (for those with one or more years of service at time of ratification)

Non-Tipped: \$500

Tipped: \$150

### **3. Lead Employee:**

Employees designated as “Lead” personnel shall be paid an hourly wage rate \$ \$0.50 per hour above the rate for the classification being led.

### **4. Parking/Transportation:**

The Company agrees to continue to pay the complete cost of employee parking for the duration of this Local Wage Supplement.

**5. Meals:** The Company shall provide Employees will a meal voucher of \$10.00 per day to be used at any location for a meal equal in quality and variety to that which is served the guests.

Employees are also allowed unlimited fountain drinks. The meal voucher shall be:

- Effective ratification -- \$10.25
- Effective 1/1/20 -- \$10.50
- Effective 1/1/21 -- \$10.75
- Effective 1/1/22 -- \$11.00
- Effective 1/1/23 -- \$11.25



**6. Benefit Rate:** Effective upon ratification, tipped employees benefit rate shall be the Austin Airport Living Wage.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/29/19 DATE: \_\_\_\_\_

UNION:  COMPANY: \_\_\_\_\_

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**Kevin Kelly, President  
Delaware North**

## DENVER WAGE ADDENDUM

**1. Duration -Effective August 19, 2018 through July 31, 2023**

**2. Wages: Minimum classification rates at the Denver, CO unit shall be:**

**Non-Tipped:**

<b>Classification</b>	<b>Current</b>	<b>6/3/19</b>	<b>7/1/20</b>	<b>7/1/21</b>	<b>7/1/22</b>	<b>7/1/23</b>
Cashier/Stand Attendant	\$11.10	\$13.50	\$14.50	\$15.50	\$15.90	\$16.30
Utility Worker	\$11.10	\$13.50	\$14.50	\$15.50	\$15.90	\$16.30
Lead Cook	\$11.10	\$15.00	\$16.00	\$17.00	\$17.40	\$17.80
Cook I/Prep	\$11.10	\$14.00	\$15.00	\$16.00	\$16.40	\$16.80
Porter	\$11.10	\$14.00	\$15.00	\$16.00	\$16.40	\$16.80

**Tipped:**

<b>Classification</b>	<b>Current</b>	<b>7/1/19</b>	<b>7/1/20</b>	<b>7/1/21</b>
Bartender	\$8.08	\$9.98	\$10.98	\$11.98
Server	\$8.08	\$9.98	\$10.98	\$11.98

**All Non-Tipped Employees will receive a general wage increase of:**

Minimum Wage or \$0.40 per hour, whichever is greater, effective 7/1/19

Minimum Wage or \$0.40 per hour, whichever is greater, effective 7/1/20

Minimum Wage or \$0.40 per hour, whichever is greater, effective 7/1/21

\$0.40 per hour, whichever is greater, effective 7/1/22

\$0.40 per hour, whichever is greater, effective 7/1/23

**All Tipped Employees will receive a general wage increase of:**

Tipped Minimum Wage or \$0.10 per hour, whichever is greater, effective 7/1/21

Tipped Minimum Wage or \$0.10 per hour, whichever is greater, effective 7/1/22

Tipped Minimum Wage or \$0.10 per hour, whichever is greater, effective 7/1/23

**Ratification Bonus (for those with one or more years of service at time of ratification)**

**Non-Tipped: \$400**

**Tipped: \$100**

**3. Lead Employee:**


Employees designated as "lead" employees shall be paid fifty cents (\$0.50) per hour above the rate for the classification being led. It is mutually understood and agreed that usage of the lead designation shall be at the sole discretion of the Company and that leads may or may not be utilized as business conditions dictate.

**4. Parking/Transportation:**

The Company agrees to reimburse employees in full for the cost of parking or an ECO bus pass. If the ECO Bus Pass Program is discontinued by RTD, the Company and the Union agrees to meet on this issue.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/29/19                      DATE: 8/23/19

UNION:                       COMPANY: 

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Delaware North

BOISE WAGE SUPPLEMENT

**1. Duration :** Effective August 19, 2018 through July 31, 2023

**2. Wages:** Minimum classification rates at the Boise, ID unit shall be:

<b>Classification</b>	<b>Ratification</b>	<b>7/1/19</b>	<b>1/1/20</b>	<b>7/1/20</b>	<b>1/1/21</b>	<b>7/1/21</b>	<b>1/1/22</b>	<b>7/1/22</b>	<b>1/1/23</b>	<b>7/1/23</b>
Baker	\$15.20	\$15.45	\$15.55	\$15.80	\$15.90	\$16.15	\$16.25	\$16.50	\$16.60	\$16.85
Barista	\$10.20	\$10.45	\$10.55	\$10.80	\$10.90	\$11.15	\$11.25	\$11.50	\$11.60	\$11.85
Bartender	\$5.50	\$5.60	\$5.60	\$5.70	\$5.70	\$5.80	\$5.80	\$5.90	\$5.90	\$6.00
Cashier	\$9.20	\$9.45	\$9.55	\$9.80	\$9.90	\$10.15	\$10.25	\$10.50	\$10.60	\$10.85
Cook	\$11.20	\$11.45	\$11.55	\$11.80	\$11.90	\$12.15	\$12.25	\$12.50	\$12.60	\$12.85
Food Prep	\$9.95	\$10.20	\$10.30	\$10.55	\$10.65	\$10.90	\$11.00	\$11.25	\$11.35	\$11.60
Server	\$5.50	\$5.60	\$5.60	\$5.70	\$5.70	\$5.80	\$5.80	\$5.90	\$5.90	\$6.00
Stock	\$11.20	\$11.45	\$11.55	\$11.80	\$11.90	\$12.15	\$12.25	\$12.50	\$12.60	\$12.85
Utility	\$9.70	\$9.95	\$10.05	\$10.30	\$10.40	\$10.65	\$10.75	\$11.00	\$11.10	\$11.35

All Non-Tipped Employees will receive a general wage increase of:

- \$0.35 per hour effective ratification
- \$0.25 per hour effective 7/1/19
- \$0.10 per hour effective 1/1/20
- \$0.25 per hour effective 7/1/20
- \$0.10 per hour effective 1/1/21
- \$0.25 per hour effective 7/1/21
- \$0.10 per hour effective 1/1/22
- \$0.25 per hour effective 7/1/22
- \$0.10 per hour effective 1/1/23
- \$0.25 per hour effective 7/1/23

All Tipped Employees will receive a general wage increase of:

- \$0.10 per hour effective ratification
- \$0.10 per hour effective 7/1/19
- \$0.10 per hour effective 7/1/20

\$0.10 per hour effective 7/1/21

\$0.10 per hour effective 7/1/22

\$0.10 per hour effective 7/1/23

**Ratification Bonus (for those with one or more years of service at time of ratification)**

Non-Tipped: \$400

Tipped: \$100

**New Hire schedule: (Hired on or after ratification; exclude Server and Bartender classifications)**

- Start .75 below full rate
- after 60 days .50 below full rate
- after 6 months .25 below full rate
- after 12 month full rate

### **3. Lead/Trainer Employee:**

Employees designated as "Lead" personnel shall be paid an hourly wage rate \$ \$1.00 per hour above the appropriate rate. Employees designated to train employees shall receive the additional dollar for all time spent training.

### **4. Parking/Transportation:**

The Company agrees to fifty (50%) percent of the cost of parking effective March 21, 2016. January 1, 2021 the company shall pay 75% of the cost.

### **5. Badging Costs:**

The Company will continue to pay the full cost of any badging or airport security clearance necessary to work for the company.

### **6. Meal Voucher:**

The Company shall provide Employees will a meal voucher of \$9.50 per day to be used for a meal equal in quality and variety to that which is served the guests. Employees are also allowed unlimited fountain drinks.

Effective 1/1/20 – \$9.75

Effective 1/1/21 – \$10.00

Effective 1/1/22 – \$10.25

Effective 1/1/23 – \$10.50

**7. Shift Bids:**

For the duration of this agreement there shall be four (4) bids per year.

**8. Article XII – Hours of Employment: (under the MNA)**

- Time and one half after 40 hours weekly
- 6<sup>th</sup> and 7<sup>th</sup> day premium will not bridge work weeks. If the company abuses of this practice the parties may reopen this section.

**9. Part-Time hours: Follow Master National Agreement of no more than 20%**

**10. Seniority in More Than One Classification:** At all outlets where an employee is regularly scheduled work in more than one classification, the employee shall hold seniority in all applicable classifications. Their classification seniority date shall be the date that they assumed a regular schedule in that classification.

**EFFECTIVE THROUGH JULY 31, 2023**

DATE: 7/29/19                      DATE: 8/23/19

UNION:                       COMPANY: 

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