

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

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

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

THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1 - RECOGNITION

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

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

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

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

ARTICLE 2 - UNION RIGHTS (INCLUDING MEMBERSHIP, DUES CHECKOFF, ORIENTATION, SHOP STEWARDS, TIP FUND, BADGING, UNION BUTTONS AND BULLETIN BOARD)

2.1 Membership:

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

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

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

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

2.2 Hire From Any Source:

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

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

2.3 Orientation:

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

2.4 Union Dues:

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

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

2.5 Reports:

(a) The Company agrees to provide the Union with a quarterly seniority list. The list shall include each employee's full name, social security number, address, phone number, rate of pay, Company date of hire, Classification(s) date of hire and Full-Time or Part-Time status. The information will be provided electronically in alphabetical order by department and work location and shall include the employee's Union or non-Union status in Excel or similar format.

(b) The Company agree to provide the Union with a monthly list of all terminations and new hires. The list shall include each employee's full name, social security number, address, phone number, rate of pay, Company date of hire, and Classification(s) date of hire. The information will be provided electronically in alphabetical order by department and work location and shall include the employee's Union or non-Union status in excel or similar format.

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

2.6 Voluntary Political Deductions:

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

The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, 11th floor, New York, NY 10001, Attention Treasurer.

2.7 Union Stewards:

The Union shall have the right to designate six (6) shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The Union shall advise the Employer in writing as soon as practicable of the names of the employees who it appoints to act as Union Stewards. The Employer shall not be required to recognize any employee as a Union Steward until and unless it has received the aforementioned written notification. Union stewards shall be considered representatives of the Union, and they may carry out their duties in any terminal. Union stewards agree to conduct their Union duties in a manner that does not interfere with the Employer's operations or with employees' duties during scheduled working hours, except where management agrees otherwise.

Union stewards agree to conduct their Union duties in a manner that does not interfere with the Employer's operations or with employees' duties during scheduled working hours, except where management agrees otherwise. The Employer will not discriminate against the Shop Steward in the proper performance of his/her Union duties provided that such duties do not unreasonably interfere with his/her regular work or with the work of other employees and he/she shall not leave his/her work station without first notifying his/her appropriate Supervisor as to his/her intent, the reason therefore, where he/she can be reached and the estimated time he/she will be gone.

(b) Shop Stewards shall have super seniority for the purpose of layoff, recall, and furlough only.

(c) In the event of the layoff or discharge of a Shop Steward, the Employer will notify the Union in advance of the termination or layoff.

(d) A Shop Steward or Alternate will accompany Employer representatives of Management whenever locker inspections are made.

(e) All new employees will be introduced to a Shop Steward during the training of the new employee.

2.8 Union Representative:

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

2.9 Security Approval:

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

2.10 Union Buttons:

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

2.11 Bulletin Board:

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

2.12 Indemnification:

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

Article 3 – MANAGEMENT RIGHTS

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

ARTICLE 4 - LABOR MANAGEMENT COMMITTEE

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

ARTICLE 5 - NON-DISCRIMINATION Neither the Employer nor the Union shall discriminate against any employee or applicant because of such employee's or applicant's race, color, religion, sex, age, national origin, creed, sexual orientation, marital status, physical handicap, veteran status or other protected status under applicable City, State or Federal non-discrimination laws. No employee shall be discriminated against because of their membership in the Union or because of any lawful activities by such employees on behalf of the Union.

ARTICLE 6 - RESPECT AND DIGNITY

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

ARTICLE 7 - IMMIGRATION RIGHTS

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

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

In the event a non-probationary employee is terminated due to a lack of proper work authorization, the employee shall be reinstated as soon as practicable to a vacancy in his or her former classification without a loss in seniority upon the employee's providing proper work authorization within one (1) year of the date of termination.

ARTICLE 8 - SENIORITY (INCLUDING JOB POSTING AND BIDDING, LAYOFF, RECALL AND BREAKS IN SENIORITY)

8.1 Preamble

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

8.2 Definition:

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

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

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

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

8.3 Seniority Rights:

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

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

The parties agree to continually meet to discuss and resolve scheduling method issues through the Labor-Management Committee process.

8.4 Temporary Openings:

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

8.5 Job Posting and Bidding:

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

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

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

- 1) within the concept
- 2) within the bargaining unit
- 3) laid-off employee (if any exist at the time of the bid).

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

- 1) Within the concept

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

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

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

8.6 Transfer from Bid Probationary Period:

Employees transferring to a new classification, shift or concept shall be entitled to a seven (7) calendar day trial period. The employee may choose to return to his or her former position within the trial period without loss of seniority.

8.7 Layoff, Recall, and Bumping:

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

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

8.8 Recall Notice and Rights:

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

8.9 Same Date Seniority:

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

8.10 Breaks in Seniority:

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

- a. Voluntary quit;
- b. Discharge for cause;
- c. Failure to return to work in accordance with the terms of an approved leave of absence;
- d. Layoff for a period of twelve (12) months;
- e. Failure to return to work within ten (10) calendar days after receipt of notice by certified mail or recall from layoff as discussed in Article 7.8 above. Where the employer has provided more than ten (10) calendar days of notice, failure to return to work within one (1) day of the noticed return date shall constitute a break in seniority
- f. Continuous absence from work because of illness or injury for twelve (12) months;
- g. Knowingly applying for unemployment compensation benefits while on a medical or personal leave of absence;
- h. Other causes set forth in this Agreement.

ARTICLE 9 - DISCHARGE, DISCIPLINE, AND PROBATIONARY PERIOD

9.1 Probationary Employees:

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

9.2 Discipline:

The Employer agrees to discipline and discharge only for just cause. The Employer recognizes the theory of corrective, progressive discipline. Discipline will be administered within five (5) days of an infraction occurring or becoming known to

Management. Progressive discipline will include a First Progressive Counseling, a Second Progressive Counseling, a Final Progressive Counseling, and then Dismissal. There shall be two (2) separate progressive disciplinary tracks, one for attendance and another for cash handling and other conduct. Certain offenses are considered so serious as to constitute just cause whereby an employee may, at the discretion of the Employer, be discharged immediately. A non-exhaustive, but illustrative list of examples of such offenses constituting just cause includes, but is not limited to, the following:

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

9.3 Representative At Disciplinary Meeting:

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

9.4 Warning Disciplinary Notices:

(a) Written disciplinary notices (as outlined in Section 9.2 above) issued to employees must specify the events or actions for which the notice is issued. Written disciplinary notices (written warnings and terminations) shall be issued to employees

within five (5) calendar days of the event or action for which the written disciplinary notice is being issued.

(b) Disciplinary notices shall not be used as a basis for progressive discipline after a period of twelve (12) months and shall be removed from an employee's file.

9.5 Investigatory Suspensions:

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

9.6 Shoppers Report:

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

A. Employees shall be informed during their training of the Airport and Employer's use of shoppers.

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

C. Employees and the Union will, on request, be shown copies of any shopper reports which are retained in the employee's personnel file.

D. The Employer will inform the employee as soon as practicable of a shopper's report that may result in disciplinary action.

ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION

10.1 Grievances:

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

10.2 Time Limits:

The parties agree that grievances must be processed and resolved as expeditiously as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite

the process. To that end, failure to meet the time limits by the grieving party at any step of the grievance procedure as outlined in this Article shall be deemed to be an abandonment and waiver of the grievance. Failure to meet the time limits by the party against whom the grievance is filed at any step shall be deemed to be a denial of the grievance by that party and the moving party may move on to the next step. Time limits may be waived by mutual agreement of the Employer and the Union.

10.3 Process and Steps:

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

Step One (Employee and Manager):

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

The Manager involved in the Step 1 meeting shall respond within five (5) calendar days of the Step 1 meeting.

Step Two:

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

Step Three:

If the grievance is not resolved after Step 2, then within five (5) calendar days of the Employer's Step 2 response, or date the Step 2 response was due, the grievance shall be submitted to the Employer's national Human Resource Director. Within five (5) calendar days of the grievance being submitted, a meeting shall occur between the Human Resource Director, the Union Representative, Steward and the Grievant in an

effort to resolve the grievance. Such meeting may occur by telephone or videoconference. The Human Resource Director shall provide a written response within five (5) calendar days of the meeting.

Step Four (Optional Mediation):

Prior to the grievance being submitted to arbitration, the Union or the Employer may file a written request for a Grievance Mediation. The Grievance Mediation if agreed upon by both parties to this Agreement shall be held within thirty (30) calendar days of the written request. In the event the Employer and the Union cannot agree upon a mediator, either or both parties may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of 5 names. The parties shall alternately strike names from the list until one (1) name remains, with the Employer striking first. The remaining person shall be the mediator. Such procedure shall apply in each case. Mediation of grievances shall be governed by the following rules:

- (1) The grievant shall have a right to be present at the Grievance Mediation;
- (2) Each party shall have one principal spokesperson;
- (3) Outside lawyers or consultants shall not participate in a Grievance Mediation;
- (4) Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
- (5) Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of the evidence shall not apply and no formal record of the Grievance Mediation shall be made;
- (6) The mediator shall have the authority to meet separately with any person or persons but shall not have the authority to compel a resolution of a grievance;
- (7) If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision within eighty-four (84) hours of the mediation;
- (8) The mediator shall state the grounds for his/her advisory decision;
- (9) The Grievance Mediation shall have no power to alter or amend the terms of the Agreement;
- (10) The cost of the mediator, if any, shall be split between the Employer and the Union;
- (11) In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

As an alternative, by mutual agreement in advance of the Grievance Mediation hearing, the neutral third (3rd) person may be designated a mediator/arbitrator who will attempt

to mediate the dispute. When this occurs, in the event a mediated settlement cannot be reached, the decision of the mediator/arbitrator shall be binding on both parties.

Training: For purposes of implementing the procedure set forth in this Article, the parties may apply to a joint training program in grievance mediation to be conducted by the FMCS under the sponsorship of the Joint Labor Management Team.

Step Five (Arbitration):

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

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

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

10.4 Sole and Exclusive Remedy:

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

10.5 Arbitration Awards:

All claims for wages lost because of unjust suspension or discharge shall be limited in the amount if any, agreed to by the Employer and Union or ordered by the arbitrator if taken to arbitration, but, in any event, less any unemployment compensation unless repayment of unemployment compensation is required by law (after final determination by the State). In any event, retroactive award, if required, shall not

exceed one hundred twenty (120) days from the day the grievance is first submitted to the Employer or his designated representative, by the employee or the Union.

ARTICLE 11 - WORK TIME (INCLUDING HOURS OF WORK, OVERTIME, MEALS AND BREAKS)

11.1 Work Schedules:

Normally, full-time employees will be scheduled for forty (40) hours of work per week consisting of five (5) eight and one half hour (8.5 hour) days, which will include a thirty (30) minute unpaid meal break. Alternatively, full-time employees will be scheduled for four (4) ten and one half hour (10.5) hour days, which will include a thirty (30) minute unpaid meal break. Full-time tipped employees may select to work a thirty-two (32) hour week by seniority. This does not constitute a guarantee of hours.

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

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

11.2 Clocking Out:

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

11.3 Full-time Employees:

Employees who regularly work thirty-two (32) or more hours per week are considered full-time employees.

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

Full-time hours will be evaluated every eight (8) consecutive weeks. If an employee chooses not to maintain an average of thirty-two (32) or more hours per week over eight (8) consecutive weeks, he will receive written notification from the Company in the ninth (9th) week of a lapse in full-time status. Upon receipt of the written notification, the employee shall have the option to contact his manager to seek restoration of hours. If the manager is able to restore full-time hours in a manner consistent with seniority and

job bidding provisions outlined in this Agreement, and the employee maintains full-time hours for the following eight (8) consecutive week period, his benefits shall not be cancelled.

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

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

11.4 Overtime:

(a) Definition: Employees will be paid time and one-half (1½) their regular hourly rate of pay for all hours worked in excess of forty (40) in a workweek. Overtime must be authorized in advance by a manager.

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

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

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

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

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

11.5 Meals and Breaks:

Employees shall receive a 15-minute paid break period for every 4 hours worked. Employees working 6 or more hours shall be assigned by the Employer a 30-minute

unpaid lunch break at a time that works for the business and consistent with applicable law. Tipped employees may voluntarily opt-out of taking breaks for their shift.

Fountain drinks shall be provided free to all employees effective upon ratification of new CBA. The Employer will cover fifty percent (50%) of the cost of any other food or beverage items purchased by the Employee, up to twenty dollars (\$20) per day.

11.6 Time Between Scheduled Shifts:

No employee shall be scheduled by the Employer for a shift without being afforded a period of eight (8) hours rest after the completion of the previous regularly-scheduled shift, unless such employee has voluntarily bid for such a schedule.

11.7 Definition of Work Week:

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

ARTICLE 12 – COMPENSATION

12.1 Wage Rates:

Employees shall receive wages as set forth in Appendix A.

12.2 New Classification:

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

12.3 Cross-Classification Work:

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

12.4 Gratuities:

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

12.5 Pay Days and Direct Deposit:

Employees will be paid twice monthly on the 5th and 20th day of each month. Upon request, the Employer shall conduct a tutorial meeting about payroll issues for interested employees.

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

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

12.6 Paycheck Discrepancies:

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

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

12.7 Reporting Pay:

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

12.8 Meeting Pay:

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

12.9 Maintenance of Wages:

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

ARTICLE 13 - PAID TIME OFF: Vacations, Holidays, Sick Time

13.1 Vacations:

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

1 yr = 5 days
2 – 5 yrs = 10 days
6 – 10 yrs = 15 days
10 yrs+ = 20 days

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

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

Employees who voluntarily terminate employment or are laid off shall receive pay for any unused vacation time. Employees who are involuntarily terminated by the Employer for theft, workplace violence or an EEOC violation shall not receive pay for unused vacation time.

Vacation may be used in increments of (one) 1 day or more.

13.2 Holidays:

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

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

Full-time and part-time non-tipped employees who work on a holiday shall receive one and one-half (1 and ½) their normal hourly straight-time pay (plus overtime pay, if applicable) for all hours actually worked on the holiday. Full-time and part-time tipped employees who work on a holiday shall receive the Benefit Rate for all holiday hours worked in lieu of their normal hourly rate of pay, plus shall be entitled to collect gratuities.

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

13.3 Sick time:

All full-time employees shall receive five (5) sick days per year, credited on January 1 of each year of the Agreement. Sick time may be used in half (½) day or more increments. A doctor's note may be required if an employee is absent for more than three (3) scheduled work days, or in instances where the employer has legitimate reason to suspect abuse.

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

ARTICLE 14 - LEAVE OF ABSENCES

14.1. Family and Medical Leave:

A. Family Medical Leave:

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

B. Additional Medical Leave:

With appropriate medical documentation, employees who have completed six (6) months of service and who have exhausted their FMLA leave or are not eligible for FMLA leave, will be granted additional unpaid medical leave for personal serious illness or injury, not to exceed the time limits set forth in section 14.5, provided that such leave is deemed a necessary reasonable accommodation required under either federal or local law. Employees with more than six (6) months of service but less than one (1) year may be granted leaves up to eight (8) weeks of unpaid medical leave.

14.2 Funeral Leave:

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

leave of absence, PTO, bona fide layoff or for days falling outside the employee's regular workweek.

14.3 Jury Duty:

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

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

14.4 Personal Leave:

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

14.5 Union Leave:

Leaves of absence without pay or benefits shall be granted to employees for the purpose of accepting employment with the Union, provided that (a) the leave may not exceed twelve (12) months without the mutual agreement of the Employer, the Union and the employee; (b) only two employees may take such leave at any time or during any twelve (12) month period, whichever is longer; and, (c) while his/her seniority with the Employer will continue to accrue while on this leave, it shall not accrue for paid time off entitlement purposes.

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

14.6 Military Leave:

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

14.7 Expected Return Date:

An employee on leave of absence shall be expected to return to work on or before the "Expected Return Date" set forth in his initial application or any subsequently

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

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

14.8 Accrual of Benefits and Seniority:

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

14.9 Working While on Leave:

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

ARTICLE 15 - HEALTH AND WELFARE

Health and Welfare benefits shall be provided to eligible employees in accordance with the terms set forth in Appendix B and Memorandum of Agreement for participation in UNITE HERE HEALTH (attached hereto).

ARTICLE 16 - 401K Plan

Employer will continue to offer its current 401k plan.

ARTICLE 17 - UNIFORMS

Employer shall furnish uniforms to its employees as follows: Three (3) uniform shirts, one (1) uniform hat or visor, one (1) name tag, and two (2) apron if required for uniform. Each uniform or part thereof, must be returned upon termination. In the event such uniforms are not returned, the cost of any item of the uniform will be deducted from the

employee's final paycheck. The Employer agrees to replace uniforms at its sole expense for normal wear and tear.

ARTICLE 18 - SUCCESSORSHIP

18.1 Change of Ownership

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

18.2 Binding on Successors

This Agreement shall be binding upon the successors and assigns of the parties hereto. No provisions, terms or obligations herein contained shall be affected, altered or changed in any respect whatsoever by the consolidation, merger, transfer or assignment of the Employer's interest, or any part thereof, in any establishment covered by this Agreement.

ARTICLE 19 - NO STRIKE/NO LOCKOUT

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

ARTICLE 20 – MISCELLANEOUS BENEFITS

20.1 Parking:

The Employer shall pay the full cost of Employer approved parking for all employees. Employees shall bare the cost associated with lost parking credentials.

ARTICLE 21 - HEALTH AND SAFETY

The Employer shall provide a healthy and safe working environment.

ARTICLE 22 - SEPARABILITY AND SAVINGS

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

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

ARTICLE 23 - TERM OF THE AGREEMENT

This Agreement shall become effective on June 1, 2012 (the “Effective Date”) and shall remain in full force and effect through and including May 31, 2015. This Agreement shall continue from year to year thereafter unless either party gives written notice with proof of receipt to the other party, to be received no more than ninety (90) days nor less than sixty (60) days prior to initial expiration or any yearly anniversary date thereafter, of intention to reopen or modify this Agreement. This Agreement may only be amended, supplemented, rescinded, or otherwise altered by mutual agreement in writing between the Employer and the Union.

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

Executed this 6th day of June, 2012.

UNITE HERE International Union

AREAS USA MCO, LLC

By _____
Print Name _____

By _____
Print Name _____

By _____
Print Name _____

By _____
Print Name _____

EXHIBIT A

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

APPENDIX A - WAGES

Tipped

Tipped Workers:	Scale Rate – 6.1.12	Scale Rate – 6.1.13	Scale Rate – 6.1.14
Busser	\$6.75	\$6.90	\$7.05
Bartender	\$5.80	\$5.95	\$6.10
Server	\$4.90	\$5.05	\$5.20

Across-the-Board Hourly Increases:

	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
Tipped	Rates Adjust	\$0.15	\$0.15

New Tipped workers will be hired in at \$0.15 per hour less than the published rates. Upon reaching the six (6) month anniversary date, employees will be adjusted to scale.

Non-Tipped

Non-Tipped Workers:	Scale Rate – 6.1.12	Scale Rate – 6.1.13	Scale Rate – 6.1.14
Cook I	\$11.50	\$11.80	\$12.10
Cook II	\$9.95	\$10.20	\$10.55
Cashier (Ruby Tuesdays)	\$9.95	\$10.20	\$10.55
Dishwasher	\$9.95	\$10.20	\$10.55
Host	\$9.95	\$10.20	\$10.55
Lead	\$12.00	\$12.30	\$12.60
Line Attendant	\$9.00	\$9.30	\$9.60
Warehouse Associate	\$13.30	\$13.60	\$13.90
Benefit Rate	\$9.95	\$10.20	\$10.55

Across-the-Board Hourly Increases:

	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
Non-tipped	Rates Adjust	\$0.30	\$0.30

Employees hired after ratification shall progress through the wage scale as follows:

Hire:	90% of wage rate
90 days:	95% of wage rate
1 year:	100% of wage rate

All employees currently earning less than the above scale shall be paid at the above amounts beginning June 1, 2012. They shall receive the applicable hourly raises for the life of the Agreement.

Employees who are over the scale shall receive an annual bonus, on June 1 of each year of the Agreement, equal to \$500.00 paid in a lump sum until the wage scale rates

for the employee catches up to their rate of pay. At that point, they shall get the raises to bring them equal to the then-current scale.

APPENDIX B – HEALTH AND WELFARE BENEFITS

HEALTH AND WELFARE

Non-probationary Full time employees shall be eligible to participate in the Medical, Dental, and Vision plans under the following terms:

MEDICAL

All eligible employees employed as of the effective date of this Agreement and all eligible employees hired after the effective date may participate in the UNITE HERE! Health Plan C. The Employer agrees to execute participation documents required by UNITE HERE! Health that are necessary to effectuate participation in the said insurance program. The Employee contributions will be twenty-five percent (25%) of the premium for Year 1 of this Agreement for individual level coverage with the Employer paying seventy-five percent; twenty percent (20%) of the premium for Year 2 (1/1/14) of this Agreement for individual coverage with the Employer paying eighty percent (80%); and twenty percent (20%) of the premium for Year 3 (1/1/15) of this Agreement for individual coverage with the Employer paying eighty percent (80%). For plus one and family coverage, the Employer's contribution shall be no more than the amount paid for single coverage.

There shall be an initial open enrollment in August 2012 so that eligible employees may enroll in this plan, which will be effective October 1, 2012.

Employee maximum monthly contributions for the plan are as follows:

Effective Date	10/1/12	1/1/13	1/1/14	1/1/15
Employee Only	\$114.16	\$125.57	\$110.50	TBD
Plus 1				
Family				

Employees who have employee coverage only may enroll their spouses and/or children.

TOTAL MAXIMUM MONTHLY PREMIUMS FOR UNITE HERE! PLAN

Effective Date	10/1/12	1/1/13	1/1/14	1/1/15
Employee Only	\$456.62	\$502.28	\$552.51	TBD
Plus 1	\$914.56	\$1,006.02	\$1,106.62	TBD
Family	\$1,289.24	\$1,418.16	\$1,559.98	TBD

The employer shall also offer the UNITE HERE HEALTH Plan per the terms and conditions outlined in the below Memorandum of Agreement for Participation in UNITE HERE HEALTH. The UNITE HERE HEALTH Plan includes Life Insurance and Vision coverage.

**MEMORANDUM OF AGREEMENT
for participation in
UNITE HERE HEALTH**

This Agreement is entered into by and between Areas USA, Inc. operating at Orlando International Airport ("Employer"), located at 5301 Blue Lagoon Drive, Miami FL 33126 and UNITE HERE International Union, located at 275 7th Ave., New York, NY 10001-6708.

Effective October 1, 2012, the Employer agrees to contribute to UNITE HERE HEALTH ("Fund") for each eligible employee who elects coverage in the UNITE HERE HEALTH Food Service Plan, or such new, merged or consolidated plans as may be adopted by the Trustees. 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 fifteenth (15th) day of the month following the month for which contributions are to be made.

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

Eligible employees will have the option to elect to participate in the Fund's Food Service Plan C ("Food Service Plan C"). Those employees who elect to participate in the Fund will be required to remit a co-premium as described in Exhibit B.

The Employer shall contribute to the Fund the sums stated in Exhibit A for all eligible employees as set forth in Exhibit B.

This Agreement shall terminate effective May 31, 2015.

Original counterparts may be submitted by the parties.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this ____ day of _____, 2012.

UNITE HERE International Union

Areas USA, Inc. operating at Orlando International Airport

By: _____

By: _____

Print name

Print name

EXHIBIT A

Food Service Plan C Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus One</u>	<u>Family</u>
10/1/12	\$456.62 per month	\$914.56 per month	\$1,289.24 per month
1/1/13	\$502.28 per month	\$1,006.02 per month	\$1,418.16 per month
1/1/14	\$552.51 per month	\$1,106.62 per month	\$1,559.98 per month

Effective 1/1/15 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

EXHIBIT B

The Employer shall contribute to the Fund for all eligible employees who elect coverage. An eligible employee is defined as an employee who regularly works thirty-two (32) or more hours per week.

The following classes of employees shall be covered by this Agreement and shall be eligible for contributions to the Fund: food and beverage, retail clerk, stocking and warehouse employees, and lead employees and working supervisors who are not authorized to hire, fire, or effectively recommend discipline.

Effective October 1, 2012, the Employer will pay seventy-five percent (75%) towards the single rate of medical coverage contributions for all eligible employees who elect coverage and the employee will pay twenty-five percent (25%) via payroll deductions.

Effective January 1, 2013, the Employer will pay seventy-five percent (75%) of the single rate of medical coverage contributions for all eligible employees who elect coverage and the employee will pay twenty-five percent (25%) via payroll deductions.

Effective January 1, 2014, the Employer will pay eighty percent (80%) of the single rate of medical coverage contributions for all eligible employees who elect coverage and the employee will pay twenty percent (20%) via payroll deductions.

Effective January 1, 2015, the Employer will pay eighty percent (80%) of the single rate of medical coverage contributions for all eligible employees who elect coverage and the employee will pay twenty percent (20%) via payroll deductions.

During the life of this Agreement. Employee's electing coverage levels of plus one or family, the Employer will only pay up to the equivalent cost for single coverage to be used towards dependent coverage.

The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

The Employer is required to remit contributions to the Food Service Plan C for those employees who enroll in the Fund and agree to remit the required co-premium via payroll deduction. Eligible employees who wish to enroll in Food Service Plan C shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will

automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

APPENDIX C – EMPLOYEE RECORDS

Employees' disciplinary records for events occurring before the date the Union ratified this Agreement (June 20, 2012) shall be cleared and not be used as the basis for future discipline.