

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HOST INTERNATIONAL, INC.

AT

Orlando International Airport

AND

UNITE HERE! LOCAL 362

Table of Contents

PREAMBLE	3
ARTICLE 1 - RECOGNITION	3
ARTICLE 2 – NON-DISCRIMINATION.....	3
ARTICLE 3 - NO STRIKE OR LOCKOUT	4
ARTICLE 4 - MANAGEMENT RIGHTS.....	4
ARTICLE 5 – UNION RIGHTS	6
ARTICLE 6 – UNION ADMINISTRATION	8
ARTICLE 7 – GRIEVANCE PROCEDURE	9
ARTICLE 8 – ARBITRATION PROCEDURE.....	11
ARTICLE 9 – DISCIPLINE & DISCHARGE	12
ARTICLE 10 – SENIORITY	14
ARTICLE 11 – HOURS OF WORK AND OVERTIME.....	18
ARTICLE 12 - WAGES.....	20
ARTICLE 13 – MISCELLANEOUS BENEFITS.....	21
ARTICLE 14 – HOLIDAY PAY	22
ARTICLE 15 – VACATIONS	23
ARTICLE 16 – FLEX TIME.....	24
ARTICLE 17 – FUNERAL LEAVE	25
ARTICLE 18 - JURY SERVICE	26
ARTICLE 19 – LEAVES OF ABSENCE.....	26
ARTICLE 20 – HEALTH AND WELFARE.....	28
ARTICLE 21 – HEALTH AND SAFETY TEAM.....	32
ARTICLE 22 – SUCCESSORSHIP	32
ARTICLE 23 – IMMIGRATION	33
ARTICLE 24 – SAVINGS CLAUSE	33
ARTICLE 25 – DURATION.....	34
Side Letter - UNITE HERE Template Language	34

PREAMBLE

THIS AGREEMENT entered this ____ day of ____ 2022, by and between HOST INTERNATIONAL, INC., at Orlando International Airport, hereinafter called "EMPLOYER" and UNITE HERE! LOCAL 362 hereinafter called "UNION" covering certain employees at MCO airport.

STATEMENT OF PRINCIPLES

WHEREAS it is the desire of the parties to enter into a collective agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties; and

WHEREAS, both parties mutually pledge that they shall cooperate with each other in good faith in the enforcement of the terms of this Agreement to secure uninterrupted operation of the business of the Employer in rendering service to the general public and continuous employment of the employees.

WHEREAS the Union and the Employer recognize that all employees in the hospitality industry are professionals, deserving of the highest respect and accordingly, the employees, the Union and the Employer shall work together to honor the principles of respect and dignity for all.

NOW, THEREFORE, in consideration of the mutual terms, promises, covenants and conditions herein contained, it is agreed as follows:

ARTICLE 1 - RECOGNITION

1.1 Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and part-time employees employed by the Employer at the Airport working in the food and beverage operations including the classifications listed in Appendix A of this Agreement, excluding supervisors, guards, management employees and office clerical employees as defined by the National Labor Relations Act (hereinafter referred to as "employees"). The Parties agree that employees working under J-1 visas are not covered under this Agreement until after ninety (90) days of employment.

1.2 Agreements

The Employer shall not enter into any agreements with employees, individually or collectively, that conflict with the terms of this Agreement.

ARTICLE 2 – NON-DISCRIMINATION

2.1 Union Activities

The Employer and the Union agree that there shall be no discrimination against any employee due to Union activities or affiliation.

2.2 Non-Discrimination and Non-Retaliation

All employees and managers are entitled to be always treated with respect and dignity. All discussions between the managers and employees shall be conducted in a professional manner.

The Employer and union agree that the provisions of this agreement will apply equally to all employees without regard to an employee's race, religious creed or observance, color, age, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, marital status, disability, genetic information, military and veteran status, pregnancy, childbirth and related medical conditions or any other basis protected by applicable federal, state, or local law.

2.3 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 3 - NO STRIKE OR LOCKOUT

3.1 Prohibition

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 nor the employees covered under this Agreement shall engage in any job action, whether it takes the form of strikes, lockouts, slowdowns, picketing, boycotts, or sympathy strikes at the Airport.

3.2 Role of Union

In the event that any employee engages in any action in violation of this Article, the Union shall order said employee to cease and desist from said action immediately and in good faith shall use its best efforts to bring such unlawful action to a stop. Should the Union carry out said obligation, but the violation of this Article nonetheless continues, the Union shall be relieved of liability for such action(s).

3.3 Discipline

Any employee who violates the terms of this Article shall be subject to discharge for just cause; provided, however, that the Union reserves the right to dispute the factual basis for the discipline under Articles 7 and 8 of this Agreement but not to dispute the penalty.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Right to Manage

The Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business. The Employer alone shall have the full and exclusive authority to determine and direct the policies, procedures, and methods of operating its business. Without limiting the

generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement Include, but are not confined to, rights to determine, and from time to time to redetermine, the number, types and locations of its operations and the methods, equipment and processes to be employed; to discontinue or automate methods, equipment, processes or operations; to determine the qualifications for new employees and to select its employees; to determine the size and composition of its workforce; to determine production and work schedules and methods of work and production; to determine the number and type of equipment, machinery, materials and supplies to be used or operated and the products to be prepared, processed or sold or the services to be rendered or supplied; to hire, promote, transfer, assign, lay off and recall employees to work; to reprimand, discharge or otherwise discipline employees; to determine job content and the amount and type of work needed; to determine and make the assignments of work; to schedule the hours to be worked on each job in each location and in each shift; to discontinue or transfer all or any of its business operations; to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department or operation; to determine the amount of supervision necessary; to control and regulate or discontinue the use of supplies, equipment, machinery, processes and any other property owned, used, leased or possessed by the Employer; to establish, modify and enforce reasonable rules or regulations, policies and practices; to introduce new, different or improved methods, means and processes of transportation, production, maintenance, service and operation and otherwise, generally to manage the operation and direct the workforce. The Employer's failure to exercise any function or right in any particular way shall not be deemed a waiver of its rights to exercise such function or right nor to preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The Employer shall have the right to subcontract work to DBEs as provided in its lease, work currently subcontracted out, work of the type not currently performed by the bargaining unit, work requiring skills not available in the bargaining unit, or as required to comply with brand directives.

4.2 Non-Inclusive Employer Rights

The above-enumerated rights of management are not all-inclusive but indicate the types of rights which belong to and are retained by the Employer.

4.3 Rights Retained

Except as specifically abridged, delegated, granted, or modified by this Agreement, all of the rights, powers and authority of the Employer existing prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of management.

4.4 Management Performing Bargaining Unit Work

Managers may perform the work of bargaining unit employees only on an occasional basis, or where sales are needed, breaks are needed, training is required, cleaning is required and/or

when shift changes are required. This Section shall not be used to replace bargaining unit employees or to cover the majority of a shift except in extenuating circumstances. Notwithstanding the foregoing, a manager or supervisor may work part or all of a shift after the manager or supervisor has attempted to recruit a volunteer. It is understood that in all "fine dining" restaurants, the brand expectation is that the Sous Chef (a member of management) will be involved in food prep and cooking alongside hourly associates.

ARTICLE 5 – UNION RIGHTS

5.1 Employee Rights

As required by federal and state law, the Employer and Union recognize each employee's right to join or not to join the Union. The Employer shall not encourage or discourage membership in the Union. The Employer shall advise employees of the existence of the Collective Bargaining Agreement with the union.

5.2 Orientation

The Employer shall provide the Union the option to participate in the Employer's orientation meetings for new employees for thirty (30) minutes. The parties acknowledge that the Employer's orientation program is in a state of flux at the time of negotiations due to the COVID-19 pandemic and agree to work together to ensure that union representatives are able to meet with new hires in-person. A reasonable amount of Union representatives or Shop Stewards shall be allowed to give new employees information about the Union, this Agreement and the benefits provided under this Agreement. The Employer shall provide the Union a list of all new employees who it expects to be involved in the orientation, as well as the location and time of the orientation meeting. Since the Employer holds orientation sessions on a regular schedule (i.e. every Monday and Thursday at 9:30 am), the Employer need only give the schedule to the Union and notify the Union if any sessions are canceled or changed and/or if any additional sessions are added. The Union shall be notified at least 3 days in advance of each non-routine or change to the orientation meeting schedule. Neither the Employer nor the Union shall make any negative references toward the other. Such orientation period shall be mandatory for new hires to attend.

5.3 Union Membership and Dues Deductions

a. The Employer, during the term of the Agreement, agrees to deduct each payroll period Union membership dues and assessments from the pay, in accordance with State law, of those Employees who have authorized such deductions in writing. Such membership dues shall be limited to amounts levied by the Union in accordance with its Constitution and Bylaws.

b. If a properly executed authorization form has been delivered to the Employer on or before the fifteenth (15th) day of any particular month, check-off deductions thereunder shall begin in the first payroll period of the following calendar month. In addition, if notification of an assessment has been provided to the Employer on or before the fifteenth (15th) day of any particular month, said deduction shall be made during the first payroll period of the following calendar month.

c. Deductions shall be made in accordance with the provisions of this Section from the pay received each payroll period. The Employer shall make only such deductions for membership dues or assessments as are available after deductions from said paycheck for employee benefits or deductions which have priority by law.

d. The Employer shall remit each month to the designated financial officer of the Union the amount of deductions made for the payroll periods of the prior month, together with a list of Employees and their Social Security numbers, in accordance with State law, for whom such deductions have been made. The information shall be in electronic form.

5.4 Political Action Contributions

The Employer shall deduct and transmit to the Treasurer of the UNITE HERE TIP Campaign Committee the amount of contribution specified for each month from the wages of those Employees who voluntarily authorize such contribution.

The political contribution deduction shall be made once each pay period during which an Employee has performed compensated services and has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) calendar days after the last day of the month in which the deduction was made to the UNITE HERE TIP "To Insure Progress" Fund, (UNITE HERE TIP, Campaign Committee, Attention: Treasurer, 275 Seventh Ave., 11th Floor, 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. A copy of the form shall be sent to the Local Union with the monthly dues billing. It is incumbent upon the Union to notify the Employer, in writing, of any changes to mailing addresses listed in this Section.

The parties acknowledge that the Employer'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 provisions of this Agreement

In recognition of the administrative impact on the Employer for deducting and forwarding political contributions, any Employee who revokes or changes the amount of his or her political contribution deduction authorization may not re-enroll or make any additional changes for at least ninety (90) days following his or her revocation or change. Deductions shall be in whole dollar amounts and may not be changed more often than once every ninety (90) days. Employees that have authorized contributions under this provision will have the right to revoke said authorization under State law.

5.5 Hold Harmless

The Union shall hold harmless, defend and indemnify the Employer 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, 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.

5.6 Seniority Lists

The Employer shall provide in electronic format to the Union up to date seniority lists at the request of the Union but no more frequently than once per month. These lists shall contain the names, classifications, phone numbers, employee Identification numbers and last known address of the employees.

5.7 New Classification

In the event the Employer creates a new job classification, the Employer shall negotiate with the Union on the applicable rate for such job within ten (10) calendar days. Should the Employer and the Union not be able to agree on the proper rate, the matter shall be referred to arbitration under the procedure set forth in this Agreement.

5.8 Union Buttons

Employees may wear an unobtrusive official Union button of not more than one (1) inch in diameter which shall identify the Union only and does not obscure or interfere with an employee's uniform, delivery of customer service, safety, brand or facility standards or regulations.

ARTICLE 6 – UNION ADMINISTRATION

6.1 Visitation and Stewards

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.

The Union shall have the right to appoint or elect a reasonable amount of Shop Stewards. The Shop Steward shall have the right to receive, but not to promote, complaints or differences and to discuss and assist in the adjustment of the same with the Employer. Union stewards agree to conduct their Union duties during non-working time and 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 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 requesting permission from his/her appropriate Supervisor and advising the Supervisor as to his/her intent, the reason therefore, where he/she can be reached and the estimated time he/she will be gone.

In the event of the layoff of a Shop Steward, the Employer will notify the Union in advance of the layoff. The Union will be notified if a Shop Steward has been suspended pending investigation.

If Management determines that a locker inspection is required, a Shop Steward will accompany Employer representatives of Management whenever locker inspections are made

The Union shall promptly notify the Employer in writing of the appointment of a shop steward and of any changes in the status of a shop steward. 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 in compliance with Airport Authority regulations.

In the event that there are two (2) shop stewards at work at the same time, only one (1) shop steward shall be recognized by the Employer for handling a particular grievance. The Union shall decide which shop steward shall be recognized.

6.2 Bulletin Boards

Where practical, the Employer agrees to provide the Union a bulletin board, posting area, or clipboard in each unit or worksite for union communications and posting of official union notices. Posted notices shall not be derogatory towards the Employer, Airport, or branded partners. It is the Union's responsibility to manage the posting areas once installed.

6.3 Labor/Management Committee

A Labor/Management Committee shall be established to discuss matters of mutual concern to the Employer and the Union. The Committee shall consist of a mutually agreed upon equal number of representatives of the Employer and Union. The parties may mutually agree to additional meeting participants. 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.

This Committee shall meet at the request of either party. The Labor/Management Committee shall meet regularly but not more than once quarterly unless by mutual agreement.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 Grievance Defined

Any grievance or dispute involving an interpretation or application of this Agreement may be submitted by an Employee, the Union, or the Employer except as specifically excluded from this procedure by this Agreement. An Employee or Shop Steward may discuss or request a meeting with the Manager or Designated Assistant Manager about a grievance or dispute at any time.

7.2 Employee or Union Grievance

In the case of grievances submitted by an Employee or the Union, the following procedure shall be followed:

Step 1. The Employee, and Shop Steward if requested by the Employee, may discuss the grievance with the GM, Multi Unit or Assistant GM within seven (7) days, excluding weekends and holidays, of the incident causing the grievance or of when the grievant should reasonably have had knowledge of its occurrence. The GM, Multi Unit or Assistant GM shall not refuse a request for a Step 1 meeting provided that such a meeting does not interfere with the efficiency of the operation. Grievances settled at this Step shall not be precedent- setting. The Employer shall respond to the grievance within seven (7) days, excluding weekends and holidays, of the discussion of the grievance.

Step 2. If the grievance is not satisfactorily settled in Step 1, then the Union may file a written grievance or, if no individual Employee grievance, then by the Union, with the Human Resources Business Partner of the Employer or his/her designee within seven (7) days, excluding weekends and holidays. The written grievance shall set forth the facts giving rise to the grievance, including the date, persons involved and the provisions of the Agreement which allegedly have been violated. The written grievance shall be signed by the aggrieved employee and by the Union. A Step 2 meeting shall be held between the Employer and the local Union representative, and/or Shop Steward, and the grievant within seven (7) days, excluding weekends and holidays, after the grievance is submitted at Step 2. The Employer shall respond in writing to the Union within seven (7) days, excluding weekends and holidays, after the Step 2 meeting.

Step 3. If the grievance is not satisfactorily settled in Step 2, then the Union may, within the earlier of seven (7) days, excluding weekends and holidays, from receipt of the Employer's Step 2 response and seven (7) days, excluding weekends and holidays, from the date the Employer's Step 2 response was due, file a written appeal to the Director of Operations. The Director or Designated Assistant Director, or their designee(s), shall schedule a Step 3 meeting with the grievant and Union representative and/or Shop Steward within seven (7) days, excluding weekends and holidays, of receipt of the appeal. The Employer shall provide a written answer to the appeal within seven (7) days excluding weekends and holidays, of the Step 3 meeting. The Parties may request mediation before arbitration as provided in Section 7.7.

Step 4. If the grievance is not satisfactorily settled in Step 3, then the Union may notify the Employer in writing of its intent to submit the grievance to final and binding arbitration and request a panel from FMCS within fourteen (14) days, excluding weekends and holidays, of the earlier of receipt of the Employer's decision and the date the Employer's decision was due, as provided in Article 8.

7.3 Employer Grievance

In the case of a grievance submitted by the Employer, the grievance shall be submitted directly to the Union by the location's Director of Operations. The Union shall respond in writing within

fourteen (14) days, excluding weekends and holidays. If the matter is not settled, then the Employer may submit the matter to arbitration as provided in Article 8 within fourteen (14) days, excluding weekend and holidays, of its receipt of the Union's written response or, if there is no timely written response by the Union, then within twenty-eight (28) days, excluding weekends and holidays, of the Employer's submission of the grievance.

7.4 Discharge Grievance

The initial step for a grievance regarding an alleged improper discharge shall be Step Two. Discharge grievances must be filed within seven (7) days, excluding weekends and holidays, from the date termination notice was given to the Employee.

7.5 Time Limits

The time limits set forth in this Article may be extended by mutual written agreement including email; provided, however, that if the Employer, the Union or the Employee fails to meet a deadline applicable to it, him or her without a mutual written agreement, then the grievance shall be considered withdrawn as of the deadline if the failure is by the initiating party and it shall be considered denied as of the deadline if the failure is by the responding party. The Union agrees that the Employer has no liability for any action or omission occurring prior to the original date which serves as the basis for filing a timely grievance in this case.

7.6 Voluntarily Terminated Employees

There shall be no responsibility on the part of the Employer to process a grievance concerning the termination of an Employee where the grievant voluntarily terminated his/her employment with the Employer, except as to the correctness of the amount of his/her final paycheck.

7.7. Optional Mediation

In the event a resolution is not reached at step 3 under section 7.2 or the Union's response under section 7.3 then either party may request of the other that the grievance be submitted to mediation. Both parties must agree in writing for the grievance to be mediated under this section. Should either party not agree to mediation, the moving party may submit the matter to Arbitration under the terms of Article 8 of this Agreement. Nothing contained in this section of the time limits otherwise provided for in this section unless mutually agreed to by the parties. If the mediation is not successful, the moving party must file for arbitration within 14 days, excluding weekends and holidays, after the mediation or the grievance will be considered abandoned.

ARTICLE 8 – ARBITRATION PROCEDURE

8.1 Selection of Arbitrator

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (FMCS), with a copy of such request to the opposite party, to furnish the parties with a panel of seven names of impartial all of whom are members of the National Academy of Arbitrators (NAA). From this panel, a representative of the Employer and the Union shall select the Arbitrator by alternately striking a name from the FMCS list. The person remaining on the list

after each party has exercised his/her strikes shall be the Arbitrator. The parties may select an Arbitrator by other means by mutual agreement. The Employer and the Union shall alternate who has the first strike with each successive request for arbitration. The Employer shall strike first on the first arbitration under this Agreement.

8.2 Prompt Resolution

The selection of the Arbitrator and the hearing shall be within ninety (90) days of the request for Arbitration, whenever practicable. Any post-hearing briefs must be submitted within thirty (30) days of the hearing or from the receipt of the transcript if one is prepared. The Arbitrator shall issue a decision within thirty (30) days following the close of the hearing or following the submission of any post-hearing briefs.

8.3 Expenses

The expenses of the Arbitrator shall be borne equally by the Union and the Employer, including FMCS filing fees, each party bearing its own preparation and presentation expenses including transcripts if so desired.

8.4 Limitation of Authority

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 or her decision. The Arbitrator shall have no authority to add to, subtract from or modify in any way any of the provisions of this Agreement.

8.5 Final and Binding

The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and the Employee(s).

8.6 Scope of Remedy

Awards or settlements of grievances shall in no event be made retroactive beyond the original incident which serves as the basis for a timely grievance in this case. All claims for back wages shall be limited to the amount agreed to by the Employer 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. The Arbitrator has the authority to decide the issue of mitigation of damages.

ARTICLE 9 – DISCIPLINE & DISCHARGE

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.

9.2 Rules, Policies and Regulations

Employees shall be subject to all Employer rules, policies and regulations which have been posted, distributed, or covered in training prior to such rules, policies and regulations becoming effective.

9.3 Just Cause

A. Discipline and discharge shall be for just cause only. Discipline shall normally be issued in the following manner:

- (1) Documented verbal warning
- (2) First Written warning
- (3) Final Written warning
- (4) Suspension pending investigation, if necessary, and discharge

However, serious infractions could warrant acceleration of the process, including proceeding directly to immediate discharge on the first occasion.

B. The Employer shall track discipline for violations of the Employer's cash-handling policies and other violations of other Employer policies under A above separately.

C. The Employer 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 due to unforeseen delays.

D. The Employer shall issue all discipline as soon as the Employer is aware of the event leading to the disciplinary actions and has a reasonable period of time to investigate the matter. If the Employer fails to take action within ten (10) days, excluding weekends and holidays, following the Employer's knowledge of any event that may warrant such disciplinary action, the Employer shall not thereafter take action.

9.4 Investigatory Interviews

All discharges shall be preceded by an investigation of the allegations, which may lead to discharge. Employees shall be granted Union Representation upon request during any investigative interview, which may result in discipline of the Employee.

9.5 Time Limit

Disciplinary warnings will remain in effect for twelve (12) months from the date of issuance for progressive discipline purposes. However, the documentation shall remain as part of the employee's record and may be used to show employee awareness of a rule, impeachment, or overall work record such as in any subsequent allegation of harassment or discriminatory conduct. Nothing in this section shall limit the Employer's right to discipline employees for serious infractions.

9.6 Access to Personnel File

The Employer's Human Resources office shall, at reasonable times and at reasonable intervals, upon the request of an employee, permit that employee to inspect his or her personnel file on the employee's own time during regular office hours and with an Employer representative present.

This inspection shall be permitted within forty-eight (48) hours of the employee's written request, provided that this falls within regular business hours. Employees are not permitted to remove any part of the personnel file.

9.7 Notice to Employee and Union

A copy of all written disciplinary notices shall be given to and signed by the employee. Signing of the notice shall not be deemed an admission of wrongdoing but shall simply be an acknowledgment of receipt. Reasonable effort shall be made to present the disciplinary notice to the employee with as much privacy as is practicable under the circumstances. Under no circumstances shall Employees be disciplined in front of a customer. Notices of final warnings and discharges shall be forwarded to the Union on a monthly basis; the use of E-mail is acceptable.

9.8 Shoppers Report

The Union recognizes that the Employer uses shopping investigators or "shoppers" in its operations. The Union and the Employer agree on the following rules for the Employer's use of shoppers and shopper reports with respect to customer service:

- A. Employees shall be informed during their training of the Employer's use of shoppers.
- B. Shoppers shall provide written reports of their observations of customer service situations. Shoppers shall not use methods which would intimidate or confuse employees. The Employer shall not use shopping services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports.
- C. Employees shall be shown copies of any shopper reports which are retained in the employee's personnel file as provided in Article 9.6.
- D. Management shall inform the employee as soon as possible, but in no event later than ten (10) days after the shopper's report is received by management, of any irregularity in a shopper's report that may result in disciplinary action.

ARTICLE 10 – SENIORITY

10.1 Definitions

"Classification Seniority" shall mean continuous length of service with the Employer, or its affiliates, in the Airport in the classification categories listed in Attachment A of this Agreement. Employees in a new classification category in Appendix A shall have Classification Seniority

defined as the Employee's continuous length of service with the Employer, or its affiliates, in the Airport in the classification held by the Employee as of the day prior to the Effective Date of this Agreement or the day prior to the addition of the classification to the Agreement. Classification Seniority shall otherwise be established by holding a regularly scheduled shift in a classification.

"Company Seniority" shall mean continuous length of service with the Employer or its affiliates at MCO.

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

A "Unit" shall mean either a stand-alone location operated by the Employer with no regular interchange of personnel or a commonly managed location with regular interchange of personnel.

10.2 Seniority Rights

The Employer, subject to employee qualification and the procedures outlined below, shall recognize seniority for:

- Job Vacancies
- Schedule Preference within a unit based on classification seniority
- Vacation preference within a unit based on classification seniority
- Layoffs and recall

Seniority is further intended to provide maximum work opportunities to senior Employees.

10.3 Temporary Openings

Temporary openings, i.e., to cover absences, vacation coverage, overtime coverage or unanticipated temporary staffing requirements, shall first be filled with qualified volunteer employees presently working or scheduled to be working at the time of the temporary vacancy from within the same classification within the same Unit. If the temporary opening cannot be filled with such volunteers, then the Employer may assign the position to a manager, temporary or probationary employee or the least senior qualified employee may be compelled to perform the work.

10.4 Job Posting and Bidding

All bargaining unit job openings must be posted. Permanent job vacancies, including jobs in new or re-concepted units, shall be awarded to the most senior qualified employee (based on Classification Seniority) who submits a bid. Vacancies not filled from within a classification shall be awarded to the most senior (based on Employer Seniority) qualified employee who submits a bid. Shift Supervisor positions shall be listed for bid but shall be selected in the sole discretion of the Employer without regard for seniority.

Any Employee who has been employed by the Employer for at least 90 days may bid for a change in Classification or job location. Employees who have received a final written warning within 90 days shall not be awarded a bid. In the case of Bartenders, Servers and Cooks, the bidder must be immediately qualified to perform the job. Successful bidders in Brand units must be fully qualified and certified to brand standards by the end of the bid probationary period as defined in Section 10.6 below. If no qualified Employee has submitted or accepted a bid, then the Employer may fill the position by hiring from outside the bargaining unit.

All job openings shall be posted in designated locations and the HR office for a period of five (5) calendar days. The Employer shall notify the Union monthly of all successful bidders. The parties agree to meet and identify additional mutually agreeable posting locations.

10.5 Limitation of Bid

A successful bidder into a job vacancy, whether accepting or remaining in the new position or not, shall not be permitted to bid on another job vacancy for a period of six (6) months.

10.6 Transfer from Bid Probationary Period

Employees transferring to a new classification, shift or location shall serve a thirty (30) calendar day probationary period. The Employee may choose to return to a vacancy in his/her former classification, shift or location, or the Employer may return the Employee to a vacancy in his or her former classification, shift or location, within the probationary period without loss of seniority or resort to the grievance procedure. The probationary period may be extended by the Employer for up to ninety (90) days to provide for special testing or qualifications necessary to meet branding or Employer certification requirements without resort to the grievance procedure.

Employees who leave a classification, shift or location awarded through the bidding process within the probationary period shall be returned to fill a vacancy in the Employee's former classification, shift or location. If, however, there is no current vacancy in the Employee's former classification, shift or location, then the Employee shall be placed in an available vacant position (at the pay rate for the Employee's former position) until the Employee is offered a vacant position in his/her former classification, shift or location.

10.7 Schedules and Schedule Changes

There shall be a minimum of two (2) open bids per year for shifts and days off in each job and shall be limited to each unit/concept and not conducted airport wide. If business needs dictate the need for additional open bids, the Employer will inform the Union representative before posting any such bid.

After this agreement has been ratified, and, on an as-needed basis, a labor management meeting will be called for the purpose of discussing which outlets may require a schedule bid. It is the responsibility and right of management to create and post within the unit the work schedules required. A work schedule so posted must be accepted as posted, i.e., with hours of work and days off as posted, and shall first be awarded within that unit by classification

seniority. If there is no qualified employee who has submitted a bid, then the Employer may assign the schedule or fill the position by hiring from outside the bargaining unit.

The parties recognize that the Employer's online scheduling program is the official method of communication with regards to posted schedules, schedule changes, Manager approvals, and any other scheduling or Employee specific communication. To accommodate those employees who do not have access to the Employers online schedule, the Employer will post a copy of the schedule and available shifts within the units. The Employer shall post the written and online work schedules at least seven (7) days in advance of the work schedules effective date. When the Employer makes changes to the posted schedules, the Employer will make every reasonable effort to communicate such changes to any affected employee(s).

10.8 Permanent Layoff

In the event of a permanent layoff, a qualified laid-off employee, based on Company seniority shall 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 Employer Seniority. A permanent layoff is defined as a loss of real estate resulting in the unit closing or an overall lack of business.

10.9 Bumping

Bumping shall not be permitted except in cases of permanent Unit closing or permanent layoff.

10.10 Recall Rights

Employees on temporary or permanent layoff shall be entitled to recall for a length of time equal to their Employer seniority up to a maximum of one (1) year, provided they keep the Employer advised of their current addresses and telephone numbers. Notice of recall shall be mailed to the employee's last known address. Employees shall have seven (7) 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 shall 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. At the time of layoff, employees desiring recall shall complete and submit an information sheet identifying positions for which they are qualified, positions for which they wish to be considered for recall, their current addresses, and their current telephone numbers. Employees must advise the Employer of any changes in their addresses and telephone numbers to remain eligible for recall. Recalled employees will be required to complete the Airport's Security Screening/Badging Protocol Requirements (fingerprinting).

10.11 Same Date Seniority

In the event employees share the same seniority date, the senior employee shall be the employee with the lower Employee Identification number.

10.12 Temporary Closings/Renovations

The Employer shall provide the Union and affected Employees at least thirty (30) calendar days' written notice in advance of any temporary closing or renovation.

During a temporary closing or renovation, Employees shall be permitted to bid on any open position in their job classification, or any other classification for which they are qualified. Bids shall be awarded under the procedures in Section 10.4.

If the Employee does not submit a bid, is not awarded a position, or does not accept an awarded position, then the Employee shall be placed on temporary layoff until the Employee is recalled, secures another position or the former position is reinstated. There is no bumping in a temporary closing.

Once the Unit reopens, eligible Employees may return to their former positions or may bid if the position is eliminated.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.1 Work Schedules

Work schedules are based on lease requirements and customer and operational needs. Employees shall be scheduled as provided in the seniority provisions of this Agreement. If the Employer determines that there is insufficient work, then the Employer may require employees to clock out in the following order: (1) volunteers; (2) temporary or part-time employees and then (3), full-time employees within the Unit in inverse order of classification seniority.

Employees shall work their assigned, scheduled daily shift; however, employees may arrange substitutions between themselves for a daily shift on an occasional basis if approved in advance in writing by the manager. Whenever possible an employee's normal work schedule shall have two (2) consecutive days off in each work week.

11.2 Full-Time Employees

Employees who are regularly scheduled to work or who are paid for an average of thirty [30] or more hours per week over a twenty-six (26) week period are considered full-time employees. Unpaid hours during an approved leave of absence shall not be included in the calculation of the average weekly hours for the determination of maintenance of full-time status.

Normally, full-time employees will be scheduled for up to forty (40) hours per week inclusive of unpaid meal break consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days as determined by management and if available. This does not constitute a guarantee of hours; however, the employer will strive to create as many 40 hour shifts as business permits and the availability of employees. It is recognized that medical, dental and vacation plans and other separate benefits plans may have their own eligibility requirements, which shall govern eligibility of the employee.

11.3 Part-Time Employees

The Employer may employ part-time and temporary employees, and schedule them as needed. Employees shall be scheduled as provided in the seniority provisions of this Agreement, provided no full-time employee is displaced. The Employer agrees to meet with the Union on a case-by-case basis to discuss problems with the Employer's implementation of this provision.

11.4 Overtime

Employees shall be paid time and one-half ($1\frac{1}{2}$) 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.

11.5 Full Uniform, Clocking in and Washing Up

Employees must be in full uniform prior to entering the Airport. Time spent washing up at the beginning and end of a shift is time "worked" and is compensable for food handlers.

11.6 Workstation Location

Employees must clock in and out at the beginning and end of their shifts and for their unpaid meal breaks at the workstation location where they are working, unless directed otherwise.

11.7 Notice of Extended or Changed Work Hours/Schedule

Employees shall be notified two (2) hours in advance, whenever possible, of any mandatory extended hours of operation, or schedule. If senior employees are unavailable for extended work, the Employer will fulfill the need in inverse order. All voluntary Early Releases will be done in seniority order consistent with efficient operations and business needs. Any day of schedule changes or assignments will be done in the following order: volunteers by seniority; mandatory in inverse seniority order, by classification.

11.8 Paid Breaks

Employees shall receive a 15-minute paid break period for every five (5) hours worked. Breaks will be taken according to business needs and consistent with applicable law. The Employer will endeavor to staff the operation accordingly to distribute breaks. Tipped employees may volunteer to opt-out of breaks.

11.9 Break between Shifts

Employees shall not be required to return to work less than eight (8) hours after a shift, except in emergencies such as storms or flight delays, shift change or mutual agreement between the Employer and employee.

11.10 Cost of Overtime

Employees shall not be required by the employer to leave work before the end of a scheduled shift in order to avoid the cost of overtime.

ARTICLE 12 - WAGES

12.1 Wage Rates

Employees covered by this Agreement shall be paid the wage rates set forth in the attached wage schedule, Attachment A

12.2 Gratuities

- A. Gratuities shall be the sole property of the serving person or persons, and no Employee shall be required to pay the service charge on the gratuity portion of any credit card charge. No manager shall accept or keep a tip or abandoned cash.
- B. In full-service restaurants, suggested tip amounts of 18%, 20%, and 22% are indicated on guest checks.
- C. A standard tip jar will be permitted if the Airport Authority issues a policy allowing for it.
- D. In full-service restaurants, the phrase "GRATUITY NOT INCLUDED" will appear in bold print under the total line on all guest checks.

The Employer agrees to continue its practice of including automatic gratuity of 18% for parties of six (6) or more. However, should the automatic gratuity cause any issues of concern amongst the parties, the brands or the airport authority, both the Union and the Employer will discuss during the Joint Labor-Management Meetings.

12.3 Replacement Rate

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) hour or more in the higher paid classification.

12.4 Reporting Pay

Employees who report to work 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.

Reporting Pay, i.e., the difference between four (4) hours and the hours actually worked, shall not be counted as "hours worked" in the computation of overtime

12.5 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 on non-work time, such employee will be paid a minimum of two (2) hours or the actual time spent in the meeting, whichever is greater. For any meetings held virtually on employees' off time, the employee will be paid only for the time spent in the meeting.

12.6 Benefit Rate for Tipped Employees

For all paid non-working time, e.g., vacation pay, holiday pay, sick pay, Reporting Pay, Meeting Pay, etc., Tipped Employees will receive the Benefit Rate as indicated in Attachment A. In addition, trainees for tipped positions shall be paid the Benefit Rate for all working time during training.

12.8 Pay Day

Pay day shall be every other Thursday.

ARTICLE 13 – MISCELLANEOUS BENEFITS

13.1 Benefit Plans

Eligible employees may elect to participate in the HMSHost Corporation employee benefit plans for which they are and remain eligible on and after the effective date of this Agreement, specifically including the HMSHost Corporation 401(k) Plan, pursuant to the requirements, terms and provisions of those plans as amended from time to time. The Employer specifically retains the right, in its sole discretion, to amend or terminate the Policy, in whole or in part, without bargaining with the Union. Should the Employer terminate any such plan, it shall promptly notify the Union

13.2 Educational Assistance Policy

Eligible Employees may elect to participate in the HMSHost Corporation Education Assistance Policy (the "Policy") pursuant to the requirements, terms and provisions of that Policy as amended from time to time. The Employer specifically retains the right, in its sole discretion, to amend or terminate the Policy in whole or in part without bargaining with the Union. Should the Employer terminate the Policy, it shall promptly notify the Union.

13.3 Parking and Transit Pass: The Employer agrees to keep its employee parking and transit pass policies in place during the life of the Agreement.

13.4 Meals

As of the effective date of this Agreement, the Employer shall provide employees one (1) thirty (30)-minute unpaid meal break, for which the employee must clock out, and a meal not to exceed fifteen (\$15) dollars, not including fountain drinks which shall be provided without charge. Alternatively, the Employer will provide a predetermined employee meal (s). The

employee may not share or give meals, or part of a meal, provided under this policy with any other person. Tipped employees have the right to waive their right to this meal break and decline the meal. The Employer shall schedule the timing of meal breaks at its discretion, consistent with legitimate business needs. Employees shall purchase and eat their meals at designated locations in accordance with Employer policy. Meals are not to be consumed in any other areas, nor is food or beverage provided under this meal policy to be removed from the designated areas.

13.4 Shortage/Breakage

Employees shall not have involuntary payroll deductions made from their paychecks for shortages, breakage, or customer walkouts.

13.5 Uniforms

The Employer shall provide at least three (3) uniform shirts to those Full-Time Employees and one (1) to Part-Time Employees required to wear them and will replace returned uniforms which must be replaced due to normal wear and tear. Employees are responsible for lost or stolen uniforms or uniforms damaged outside of work. Employee may purchase and wear long-sleeved mock turtleneck shirts in good condition and in appropriate colors under their uniforms. Employees must follow brand standards, health code standards and/or Company policy.

13.6 Incentive Programs

The Employer may initiate or discontinue programs intended as incentives or positive reinforcement for employees, such as holiday gifts, sales incentive programs, shoppers report incentives, etc. Notice of such programs shall be given to the Union unless such incentive is de minimis.

13.7 Safety Shoes

The Employer agrees to increase its current practice of providing a twenty-dollar [\$20.00] rebate for one pair of slip resistant shoes from the approved vendor upon hire and an additional twenty-dollar [\$20.00] rebate once during each subsequent year. The current approved vendor is Shoes for Crews.

13.8 Premiums

See Appendix A

ARTICLE 14 – HOLIDAY PAY

14.1 Recognized Holidays

Employees who have completed their initial ninety (90)-day probationary period shall be entitled to holiday pay for the following holidays:

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

14.2 Holiday Pay

Employees required to work on the holidays designated above will be paid at 1.5 times their hourly rate for all hours worked on the holiday.

14.3 Requirements

Full time employees must work their scheduled shift the day before and the day after a holiday in order to receive holiday pay.

14.4 No-Shows

Employees scheduled to work on a holiday who do not report to work as scheduled and work all scheduled hours shall not receive holiday pay for that day.

14.5 Holiday by Seniority

If the Employer determines that fewer than the normal number of Employees is needed on a holiday shift, then employees within the Unit shall be offered the preference to work or not work the holiday shift based on their Classification Seniority ranking, with preference given to the more senior employee.
pay.

ARTICLE 15 – VACATIONS

15.1 Vacation Plan

Employees shall be covered by the HMSHost Corporation Vacation Benefits Plan and Trust Agreement (the "Plan"). The Employer specifically retains the exclusive right, in its sole discretion, to amend or terminate the Plan in whole or in part without bargaining with the Union.

Should the Employer or Plan modify the maximum benefit schedules at any time during the term of this Agreement, the Employer agrees to notify the Union promptly and to provide the Union information concerning the new schedules.

15.2 Scheduling Vacation

Vacations shall be scheduled by Unit. The Employer shall allow employees to submit a written request between December 1 and December 31 for vacation time off for the following calendar year. The Employer shall decide how many employees may be allowed off in each week and shall grant requests for time off by classification seniority. Vacation time off scheduled under this procedure shall not be cancelled by the Employer unless necessary for business purposes.

The Employer shall schedule vacation time off requested after December 31 of the preceding year on a first-come, first-served basis.

The Union and Employer recognize and agree that certain periods of the year shall be subject to limits or vacation "black-out" due to operational needs in the Employer's discretion. The Company shall limit "black-out" dates to a reasonable number. The parties agree to discuss any concerns regarding this in the Labor-Management Committee.

ARTICLE 16 – FLEX TIME

The Employer offers flex-time to eligible associates for the purposes of providing paid time off for any personal reason. Examples include:

- Illness
- Health and Wellness Activities
- Caring for a sick dependent or family member
- Time off to observe any holidays not recognized by the Employer
- Personal appointments and errands that occur during business hours
- To seek medical treatment, social services, legal or law enforcement assistance, or prepare for or participate in civil or criminal proceedings related to domestic violence, stalking or sexual assault for an associate or member of an associate's family.
- In the event of closure of an associate's work location or associate's child's school or care center due to a public health emergency.
- For any reason covered under applicable state or local leave laws

This policy is intended to comply with applicable paid sick leave laws in all jurisdictions where the Employer has associates. It is each associate's responsibility to reserve sufficient flex-time to attend to issues such as personal illness, the illness of a family member, or other sick leave purposes.

Usage

An associate must take flex-time to be paid flex-time pay. Associates may not receive flex-time pay and regular pay for the same period. Flex-time hours are not included when calculating overtime pay. Flex-time is not paid out upon termination of employment except where otherwise required by law.

Associates must obtain management approval through Kronos prior to the posting of the unit's next schedule to use flex-time off except in situations when advance notice is not possible.

Eligibility

All full-time and part-time associates are eligible for flex-time.

Accrual

Associates will begin to accrue flex-time immediately upon the first day of employment and are able to use it as it becomes available.

- A. New Hires will accrue up to 40 hours within the first year of employment based on the actual number of hours paid. During the first year of employment, an accelerated accrual formula allows associates to potentially reach the maximum of 40 hours in five (5) months.
- B. Once an associate has reached the maximum accrual of forty (40) hours in their first year of service, the associate will no longer accrue flex-time until their next Anniversary Date.
- C. Associates who have completed one year of service will accrue up to 48 hours based on the actual number of hours paid.
- D. After an associate has accrued the maximum of forty-eight (48) hours of flex-time in any service year, the associate will no longer accrue additional flex-time until their next Anniversary Date.
- E. The amount of flex-time an associate may accrue and use during the Service Anniversary Year is capped at 48 hours subject to state and local laws.

Field Non-Exempt Associates		
Years of Service	Maximum Flex-Time Accrual (Per Service Anniversary Year)	Accrual Rate (Per hour)
New hire up to 1 year	40 hours	0.045455
1+ years of service	48 hours	0.023077

Carry-Over

An associate may carry-over up to a maximum of forty-eight (48) hours of flex-time each Service Anniversary Year; however, your flex-time balance may never exceed forty-eight (48) hours except where required by state or local law.

If the Employer suspects flex-time abuse, including patterns of absences, the Employer may require documentation verifying the associate's need for the leave at the associate's expense, which may result in corrective action up to and including termination.

No Retaliation

Associates shall not be retaliated against for the proper usage of accrued flex-time under this policy.

ARTICLE 17 – FUNERAL LEAVE

17.1 Eligibility

Full-time Employees may be entitled to paid bereavement leave in the event of the death of an employee's parent, step-parent, spouse, domestic partner, spouse's parent, spouse's grandparent, child, step-child, grandparent, grandchild, brother, sister, brother-in-law or sister-in-law ("Family").

17.2 Duration and Conditions

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.

17.3 Additional Leave

With management approval, Employees may also use vested vacation or unpaid leave for additional time away in the event of a Family death.

17.4 Overtime Computation

Paid time off under this Article shall not be counted as "hours worked" in the computation of overtime.

17.5 Proof

The Employer reserves the right to request and require adequate proof of the Family death.

ARTICLE 18 - JURY SERVICE

18.1 Eligibility

Full-time employees are eligible for Jury Duty pay and leave upon completion of 90 probationary period. All other employees are eligible for unpaid leave.

18.2 Duration and Conditions

Employees required to serve as jurors shall be provided leave to comply with this requirement. Eligible employees shall be entitled to jury duty pay during this leave calculated at their regular straight-time hourly rate of pay for the difference between any jury duty pay received from the court and pay for hours actually lost from their regularly scheduled shift up to eight (8) hours per day for a period not to exceed four (4) weeks.

18.3 Mandatory Jury Duty

This provision applies only to mandatory jury duty.

18.4 Overtime Computation

Paid time off under this provision shall not be counted as "hours worked" in the computation of overtime.

18.5 Proof

Employees must present proper and adequate documentation from the court indicating dates of service and the amount of jury duty pay paid by the court.

ARTICLE 19 – LEAVES OF ABSENCE

19.1 FMLA Leave

Employees are entitled to leave under the Family and Medical Leave Act ("FMLA") as provided under federal law. Details are available in the Human Resources office. Employees shall not be required to use paid time off concurrently with FMLA leave.

19.2 Military Leave

Employees are entitled to Military Leave as provided under federal or state law. Details are available in the Human Resources office.

19.3 On-the-Job Injury Leave

With appropriate medical documentation, an unpaid leave of absence of up to one (1) year when combined with other leaves and paid time off shall be granted to employees, regardless of length of service, to recuperate from work-related illness or injury. Requested On-the-Job Injury Leave beyond one (1) year shall be considered on a case-by-case basis and shall only be granted if such leave is deemed a necessary reasonable accommodation required under either federal or state law. The Union shall be notified of any On-the-Job Injury Leave granted beyond one (1) year and the reason therefor without disclosing confidential medical information.

19.4 Medical Leave

With appropriate medical documentation and prompt notice to the Employer once employee becomes aware of the need for medical leave, employees who have completed six (6) months of service and who either are not eligible for FMLA leave or have exhausted their FMLA leave shall be granted additional unpaid medical leave for personal serious illness or injury. Any such leave may be renewed by the Employer at three (3)-month intervals, and the total amount of all leave, including FMLA leave, shall not exceed one (1) year. Requested medical leave beyond one (1) year shall be considered on a case-by-case basis and shall only be granted if such leave is deemed a necessary reasonable accommodation required under either federal or local law. The Union shall be notified of any leave granted beyond one (1) year and the reason therefor without disclosing confidential medical information. At the end of this leave, the Employer shall reinstate the employee to his or her former position if available, and if it is not immediately available then as soon as the position becomes available, upon presentation of a medical release to return to work.

19.5 Personal Leave

Employees with 90 days of continuous service desiring an unpaid leave of absence for extraordinary personal or family circumstances, or as provided in Section 19.6 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, except as provided in Section 19.6 for a leave of up to nine (9) months.

19.6 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 1) the Employer is notified thirty (30) days in advance in writing by the Union and the leaves do not interfere with the business operations

of the Employer [it is further understood that each request will be reviewed immediately for release as soon as possible], 2) the leave may not exceed nine (9) months without the mutual agreement of the Employer, the Union and the Employee; and, 3) only four (4) employees may take such leave at any time or during any nine (9) month period. Additional employees may be granted leave only through mutual agreement between Employer and the Union. Employees on Union leave shall not enter or be assigned to any property owned and/or operated by the Employer for the purpose of engaging in Union business outside of representing HMSHost associates at Orlando International Airport (MCO); their seniority with the Employer shall continue to accrue while on this leave; and employees out on such leave shall be returned to a further leave under this provision for six (6) months.

Short-term Union leave not to exceed one (1) workweek, without pay but without interruption of benefits, may be granted to employees to attend to Union business such as conventions, district meetings and trainings, provided the Employer is notified in advance [14 days] in writing by the Union and the leaves do not interfere with the business operations of the Employer, and duly elected Union officials shall be granted leave to attend constitutionally-mandated meetings and conventions on the same terms.

19.7 Accrual of Benefits and Seniority

Accrual of benefits shall be suspended during any leave of absence. Employees shall retain pre-leave seniority and shall accrue seniority during authorized leave. Failure to return to work at the designated date, time, and location at the end of any authorized leave or leave of absence shall result in loss of seniority rights and shall be deemed a voluntary termination.

19.8 Working While on Leave Prohibited

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 20 – HEALTH AND WELFARE

Maintain existing HMS Host Health Plan through end of 2023.

Transition bargaining unit associates to Unite Here Health Silver & Gold January 1, 2024.

Section 1. Trust Language

Effective January 1, 2024, the Employer agrees to contribute for each eligible employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged or consolidated plan units 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 (15th) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

The Employer 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 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.

Section 2. General Provisions

An eligible employee is defined as a full-time employee (those who regularly work 30 or more hours per week). The Employer agrees to contribute for each eligible employee upon the earlier of: (a) the first of the month following 60 days of continuous employment, or (b) the completion of 1,020 hours of service.

The employees holding classifications appearing in Appendix A of this Agreement shall be eligible for contributions to the Fund.

Section 3. Monthly Contributions

Conditioned on the individual employee's co-premium obligations, if any, first being satisfied by the employee through payroll deduction, the Employer shall contribute the sums stated below for each eligible employee, who is required and who elects coverages from the Fund.

(A) Medical

The Employer shall contribute the sums stated below for each eligible employee.

Gold Plus PPO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/24	TBD			

Silver Plus PPO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/24	TBD			

(B) Dental

The Employer shall contribute the sums stated below for each eligible employee.

Dental HMO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/24	TBD			

(C) Vision

The Employer shall contribute the sums stated below for each eligible employee.

Basic Vision – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/24	TBD			

The Employer will submit Life and AD&D contributions to the Fund for all eligible employees, including those who decline medical coverage, at the following monthly rates.

Life and AD&D (\$10,000/\$10,000) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
1/1/24	\$1.90

No other benefits other than those identified above will be offered to the Employees and the Company shall have no obligations to make contributions for any kind of benefit not expressly identified above.

Effective January 1, 2024 through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary for all of 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 employer's participation pursuant to the Fund's Minimum Standards.

Section 4. Employee Co-premiums

For all employees, the employee co-premiums for medical are:

	Gold EE; EE+Children	Gold EE+SP; Family	Silver EE; EE+Children	Silver EE+SP; Family
1/1/24	80/20	75/25	80/20	75/25
1/1/25	80/20	75/25	85/15	80/20
1/1/26	85/15	80/20	85/15	80/20
1/1/27	85/15	80/20	90/10	85/15

For all employees, the employee co-premiums for dental are:

- 100% for all levels of coverage in 2023
- 75% for all levels of coverage in 2024

For all employees, the employee co-premiums for vision are:

- 50% for all levels of coverage

The Employer will deduct said medical/dental/vision coverage contributions from employee's paychecks for those employees who select coverage.

Section 5. Self-pay Portal

The following shall apply to a consistent group of employees working in the Server and Bartender classifications ("Self-pay Employees"). A list of the Self-pay Employees shall be provided to the Fund prior to December 1, 2023.

Effective January 1, 2024, Self-pay Employees will self-pay directly to the Fund by the 15th of the month preceding the month of coverage (or as otherwise specified under the applicable

plan rules), and the Employer will contribute directly to the Fund its portion of the monthly cost as prescribed in previous Sections of this agreement.

The parties agree that it is the Employer's responsibility to provide the Fund with advanced notice of any changes to the list of Self-pay Employees. The parties understand that if the Employer fails to provide the Fund with advanced notice of a new Self-pay Employee, it is the Employer's obligation to submit the full amount of the premium for that Self-pay Employee for that month.

ARTICLE 21 – HEALTH AND SAFETY TEAM

21.1 Health and Safety Team

The Employer and the Union recognize the importance of the health and safety of employees. To that end, there shall be a joint representative Health and Safety Team. The Union shall appoint four (4) members, but which shall include representatives from all areas. The Team shall meet for one (1) hour at the discretion of the Team, but not less than quarterly. The Employer and the Union shall each appoint a co-chair of the Team who shall jointly be responsible for preparing agendas for the meetings, ensuring follow-up, and actually chairing sessions. The Health and Safety Team shall be notified of all accidents occurring on-site. The Team may make recommendations for procedures to prevent such accidents in the future, but it shall not use its findings as a basis for recommendations of discipline.

The Team shall review incidents of industrial accidents and potential safety hazards. The Team, based upon its review, may recommend to the Employer ways, and means to improve the safety of working conditions.

ARTICLE 22 – SUCCESSIONSHIP

22.1 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 give the Union reasonable advance notice thereof 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.

22.2 Successorship

This Agreement shall be binding on the successor 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 23 – IMMIGRATION

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

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

In the event an employee who has completed at least one (1) year of service is terminated due to a lack of proper work authorization, the employee shall be reinstated as soon as practicable to a vacancy in his or her former position without a loss in seniority upon the employee's providing proper work authorization within six (6) months of the date of termination. Employees with two (2) or more years of service shall be permitted one (1) year from the date of termination to provide proper work authorization under the foregoing terms.

Upon request by the employee, the Employer agrees to furnish to any employee terminated because he or she is not authorized to work in the United States at and for the Employer a letter stating the employee's rights and obligations under this Article.

ARTICLE 24 – SAVINGS CLAUSE

24.1 Separability

If any provision of this Agreement shall be or become invalid by reason of law, then the remaining provisions shall be separable and shall continue in full force and effect. In the event of such invalidation, the parties agree to meet for the purpose of discussing appropriate alternatives to the invalidated provision,

24.2 Notices

Notices concerning the TIP Fund shall be sent to: UNITE HERE, 275 Seventh Ave., New York, NY 10001-6708.

Notices concerning this Agreement will be set to the Union at UNITE HERE Local 362, 1255 La Quinta Drive, Suite 212, Orlando, FL 32809

Notices to be provided to the Employer shall be sent to: 9301 Jeff Fuqua Blvd, Suite 5199, Orlando FL 32827

ARTICLE 25 – DURATION

This Agreement shall be effective for five years from the date of execution and shall automatically renew thereafter from year to year unless either party serves timely written notice of its desire to terminate or modify this Agreement sixty (60) calendar days prior to the expiration date or any subsequent anniversary date thereof.

HOST INTERNATIONAL, INC,
AT MCO AIRPORT

UNITE HERE Local 362



NAME

Sr. Director of Operations, HMSHost



PATRICIA LUCE
Labor Relations Director

✓



NAME Eric Clinton, President
UNITE HERE Local 362, AFL-CIO



Jeremy Yassen
Vice-President

Side Letter - UNITE HERE Template Language

The parties agree that the terms of the Agreement shall apply to any location represented by a signatory local union. The terms of any signatory locals relevant collective bargaining agreement with HMS Host that are greater for the bargaining unit than the terms addressed in this Agreement shall govern.

This Agreement shall be attached to each signatory local's collective bargaining agreements as a side letter to those agreements for the term of the CBA and the successor CBA, unless such changes are mutually agreed by the parties.

This Agreement shall be enforced by either party through the relevant local's collective bargaining agreement grievance and arbitration provision.

1. Extension of Recall Rights

Employees laid off after the effective date of this agreement shall be entitled to recall by job classification for a length of time equal to their Employer Seniority up to a maximum of two (2) years, provided they keep the Employer advised of their current addresses and telephone numbers. Employees shall be notified of recall by telephone call or text message to the employee's last known phone number. The Employer shall also notify the Union via email of any recall offers once an offer has been made to an associate and shall include associate name, contact information used, position being recalled for and schedule, if known at the time. Employees will have seventy-two (72) hours from the time the Employer notified the employee of the recall offer to accept the recall. Employees who fail to timely accept a recall offer shall be deemed to have declined recall and resigned. Employees must report for badging within as few as five (5) business days from the date of the recall offer. Employees may inform the Employer of periods in which they know they cannot report for badging within five (5) business days. If advance notice has been given, that time will not be counted against the five days they have to report.

Recalled employees must report to work at the time, date, and location, and in the position and shift, specified in the notice of recall. If an employee does not return to work when recalled, the Employer shall have no further obligation to recall the employee and may terminate the employee's employment. 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. At the time of layoff, Employees desiring recall shall complete and submit an information sheet identifying their current addresses and their current telephone numbers. Employees must advise the Employer of any changes in their addresses and telephone numbers to remain eligible for recall.

The Employer will send a final written notice of recall to associates who fail to respond to other attempts at recall notifying the associate of the termination of recall rights. Copies of termination notices will also be provided to the local union.

An employee may refuse recall to a position outside of his/her classification for up to two (2) years after his/her layoff.

2. Incarceration and Voting

Incarceration

Employees who are incarcerated for fewer than 5 consecutive days will not automatically be disciplined as the result of being incarcerated including for failure to call during any incarceration when they can show that they were not able to call the employer during their period of incarceration. Employees requesting to be excused from discipline as a result of this section must provide any and all documentation related to their arrest, incarceration, and release.

This does not preclude discipline including termination based on the underlying facts and circumstances of the incarceration.

Voting

Employees who lack sufficient time outside scheduled work hours to vote in local, 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 scheduled shift, whichever will allow the most free time for voting and the least time off of work. Employees requiring time off must notify their supervisor seven (7) days before voting and must present a voter's receipt to their supervisor upon return to work from voting. The Employer and the Union will work together to encourage early, by mail, and absentee voting as applicable in order to limit the disruption to the business.

Languages and Communication

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

The parties are committed to improving communication with employees whose primary language is not English. To that end the Employer agrees:

It will, as practical and within a reasonable period of time, provide training materials, program announcements, and bulletin board notices in the principal languages of its employees. The principal languages of HMSHost are English, Spanish, Haitian Creole, Tagalog, and Amharic. If 15% of associates at any location speak a principal language other than those listed above, the Union shall notify HMSHost of these languages and Host shall modify this practice effective the next January 1st.

Where there is a communication difficulty with a particular employee with regard to coaching or disciplinary interviews, on request the Employer will provide a translator chosen by the employee to facilitate communications so long as:

- 1.) The translator is on the premises at the time requested and can be released from work or will be available within twenty-four (24) hours, in which case the meeting will be held at that time. However, in the case of exigent circumstances (such as the need for immediate suspension) and a translator is not on the premises, the meeting will be held without delay.
- 2.) The employee translates the communication of both sides so that there is full understanding by both parties of the verbal exchange.
- 3.) If a different translator is not available, the translator may be the union steward who shall function both as translator for both parties and advisor to the employee.
- 4.) If the translator is not the steward, he/she shall translate for both sides but shall not function in the role of steward.

Unpaid Leave: Upon advance request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters for the employee only. The Employer may request verification of such absence.

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 used for holiday pay. The associate must provide at least 7 days advance notice.

3. Sexual Harassment

Sexual and other Forms of Harassment

Harassment will not be tolerated. Harassment for the purpose of this article includes but is not limited to, abusive or threatening language, conduct creating a hostile work environment, and sexual harassment.

Sexual harassment is also considered a form of sexual discrimination. No employee shall be subject to sexual harassment in the workplace. This shall include sexual harassment because of a person's sexual/gender preference, identity, or expression.

In this spirit a statement of policy and commitment to this principle will prevail in all work areas. The Employer will take all reasonable steps to eliminate sexual harassment from the workplace whether from supervisors, employees, or customers, including scheduling once every two years, and during new hire orientations a mandatory training and awareness

program regarding sexual harassment, which complies with all applicable local, state, and federal laws. The Union will partner with the Employer in identifying ways it may assist the Employer in providing training for non-management associates which may include providing space and online access for any online training. Attendance at such training shall be on compensable time.

4. Pregnancy and Lactation

The Employer will provide reasonable accommodations to qualified employees whose ability to perform their job functions is limited by pregnancy, childbirth, pregnancy-related medical conditions, or breastfeeding. The Employer will engage in an interactive process with any employee that requests a pregnancy-related reasonable accommodation under this Policy. Requested pregnancy accommodations will be granted if they are reasonable and do not result in an undue hardship to the Employer. Requests for a pregnancy accommodation will be evaluated on a case-by-case basis.

5. Access

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.

Appendix A- Wages

Unless otherwise noted, all wage increases shall become effective as of the first day of the first full payroll period following the Effective Date of this Agreement.

All wages reflect minimum wages. The Employer reserves the right to pay any employee above the minimum Pay Rates in its sole discretion.

No Employee's current Pay Rate as of the Effective Date of this Agreement shall be reduced because of the implementation of these rates.

An Employee must have completed three [3] months of continuous service in order to be eligible for across-the-board increases; upon completion of that ninety [90] day probationary period, the prescribed increase will occur during the next full payroll cycle but will not be retroactive. Unless otherwise noted, all wage increases shall become effective as of the first full payroll cycle following the indicated date.

Employees shall receive the greater of either increasing to the classification rate or the across the board wage increase.

Across-the-Board and Classification Increases:

Tipped employees to receive Florida state minimum wage (MW) minus applicable Tip Credit (TC) as provided for under Florida law. As of 8/15/2022, the "minimum wage minus tip credit" rate is \$6.98/hour

**Starbucks Baristas are eligible for Development Incentives including \$0.50 increase upon attainment of Barista Basic Certification, \$0.50 increase upon attainment of Starbucks Trainer Certification, and \$1.00 increase upon attainment of Daily Ops Certification. Opportunities to participate in these certifications will be offered to current employees. Incentive increases will be effective with the first day of the next pay period following certification.

Shift Differential

\$1.00 per hour for all shifts starting between 3:00 am and 5:00 am for all hours of the shift.

Tipped Employees Benefit Rate

Upon ratification, Tipped Employees will be paid \$15.00/hour for all Paid Time Off, benefit hours, and when not working in a tipped job (i.e. Mandatory Meeting). Beginning October 1, 2024, the benefit rate will increase by \$0.75 per year through the end of the Agreement.

WAGES:

Classification	Ratification	8/1/2023	8/1/2024	8/1/2025	8/1/2026
Bartender	MW – TC	MW – TC	MW – TC	MW – TC	MW – TC
Server	MW – TC	MW – TC	MW – TC	MW – TC	MW – TC
Barista	16.00	16.75	17.50	18.25	19.00
Cook	18.00	18.75	19.50	20.25	21.00
Utility	16.45	17.20	17.95	18.70	19.45
Crew Member	16.45	17.20	17.95	18.70	19.45
Runner-No Driving	16.45	17.20	17.95	18.70	19.45
Runner-With Driving	17.45	18.20	18.95	19.70	20.45
Admirals Club Floor Attendant	15.00	15.75	16.50	17.25	18.00
Admirals Club Bar Steward	13.50	14.25	15.00	15.75	16.50

ATB Non Tipped	1.00	0.75	0.75	0.75	0.75
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