MASTER NATIONAL AGREEMENT

BETWEEN

DELAWARE NORTH - TRAVEL HOSPITALITY SERVICES

AND

UNITE HERE

August 1, 2015 through July 31, 2018

TABLE OF CONTENT

Page

ARTICLE I - Recognition and Successorship 2
ARTICLE II - Union Security 4
ARTICLE III - Non-Discrimination 6
ARTICLE IV - Management Rights 7
ARTICLE V - Discharge & Discipline 8
ARTICLE VI - Grievance Procedure 10
ARTICLE VII Arbitration 13
ARTICLE VIII - No Strike or Lockout 14
ARTICLE IX - Seniority 15
ARTICLE X - Promotional Opportunities/Permanent Job Vacancies 18
ARTICLE XI -Administration 21
ARTICLE XII - Hours of Employment 22
ARTICLE XIII -Wages 25
ARTICLE XIV - Holidays 26
ARTICLE XV - Vacations 29
ARTICLE XVI - Health & Welfare 31
ARTICLE XVII -Pension 39
ARTICLE XVIII - Employee Meals 39
ARTICLE XIX - Uniforms 40
ARTICLE XX - Sick Leave 40
ARTICLE XXI - Funeral Leave 41
ARTICLE XXII- Call-In Pay 42
ARTICLE XXIII - Leaves of Absence 42
AERTICLE XXIV- Jury Duty. 45
ARTICLE XXV - Maintenance of Benefits 45
ARTICLE XXVI - Severance Pay 45
ARTICLE XXVII -Health & Safety 46

ARTICLE XXVII- Duration 46
DELAWARE NORTH – TRAVEL HOSPITALITY SERVICES LOCATIONS 47
LETTER OF AGREEMENT I- EMPLOYEE PARKING 48
LETTER OF AGREEMENT II- LOCAL ORDINANCES 49
LETTER OF AGREEMENT III- MOA-NEW ORGANIZING 50
LETTER OF AGREEMENT IV- MOU- TIP JARS 54
LETTER OF AGREEMENT V- EMPLOYEE MEALS 55
LETTER OF AGREEMENT VI- LABOR MNGMT. PROBLEM SOLVING TEAMS 56
LIST OF FORMER SKY CHEF EMPLOYEES. 57
EXHIBIT "A" - NOTICE OF EMPLOYMENT FORM 58
EXHIBIT "B"- ORIENTATION JOINT STATEMENT. 59
EXHIBIT "C" - PERSONNEL FILE POLICY. 60
EXHIBIT "E" - T.I.P DEDUCTIONS 65
EXHIBIT "F"- ADDENDUM REGARDING FORMER SKY CHEFS MEMBERS 67

AGREEMENT

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

ARTICLE I
RECOGNITION & SUCCESSORSHIP

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

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

Article VII -Arbitration of this Agreement.

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

D. Definitions:

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

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

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

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

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

F. The Union and Company shall negotiate a new wage supplement for new units won by the company. The expiration of these wage supplements shall match the expiration date of the nearest DN location included in this agreement. The expiration dates are grouped by geography and are listed below:

1. Austin – May 22, 2018
   Dallas –May 22, 2018
   Oklahoma City – May 22, 2018

2. Ft. Lauderdale –March 29, 2019
   Richmond – March 29, 2019

3. Boise – August 19, 2018
   Denver – August 19, 2018 (when the current Wage Supplement expires this shall be the new expiration date)
   Ontario – August 19, 2018
   Detroit – August 19, 2018

4. Nashville – February 5, 2018
   Atlanta – February 5, 2018
   New Orleans – February 5, 2018

ARTICLE II
UNION SECURITY

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

the payment of uniform dues and initiation fees. Deductions maybe made weekly or monthly in a worksite.

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

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

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

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

F. No later than the tenth day of each month, the employer shall submit one check for the previous month's dues deductions together with one list of all bargaining unit employees,

showing their names, their social security numbers, their dates of hire, hours worked, the total amount deducted from each employee each month, and the reason if no deduction was made. The employer shall deposit the list in an electronic format approved by the Union on the Union's FTP site.

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

ARTICLE III
NON-DISCRIMINATION

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

B. Employee Bill of Rights:

1.) Discipline shall not be given unless and until employees have been counseled, coached and/or retrained as the case may be regarding the incidents for which the discipline is being contemplated. It is understood that this shall not apply in situations involving serious violations of company policy or unacceptable conduct such as theft, physical altercations, use of drugs or alcohol on premises etc.

2.) In the event of discipline is issues, it shall only be issued in a meeting in a confidential setting.

3.) In the event of counseling, coaching, retraining or issuance of discipline, an employee shall have the right to have a translator present at their request.

4.) It is understood that the Company provides and will continue to provide training for current and future management and supervisory personnel in areas of management skills, communication, motivational skills and employee relations. The Company agrees to provide the Union with the listing of required training.

5.) The Union may develop and provide a survey for employees to rate their manager on their managerial skills.

6.) The Company agrees to meet with the Union, upon request, to discuss the results of the survey.

ARTICLE IV
MANAGEMENT RIGHTS

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

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

B. The rates of pay and benefits provided for in this agreement are minimum rates. The Company shall have a right to increase wages for merit and shall notify the Union of such

merit increases. There shall be no reduction of fringe benefits as defined in this agreement. Any increase in benefits shall be negotiated with the Union.

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

ARTICLE V
DISCHARGE & DISCIPLINE

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

Discipline shall normally be in the following form:

a.) Verbal warning

b.) Written warning

c.) Suspension and/or final warning

d.) Discharge

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

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

1.) Drinking, being under the influence of alcoholic beverages or illegal drugs, or having personal possession of alcoholic beverages or illegal drugs during working time or on Company premises.

2.) Insubordination.

3.) Dishonesty or theft.

4.) Fighting on the premises.

5.) Violation of any published house rule or common accepted employment regulation.

6.) Insolence or lack of courtesy to the Company, or any supervisor, guest or customer.

7.) Failure to perform the services required by the position held by the employee.

8.) Failure to maintain reasonable standards of personal appearance, sanitation and cleanliness required by the Company.

9.) Inefficiency.

10.) Any physical conditions which endanger the health of a guest, fellow employee or of the employee himself/herself.

11.) Failure to report to work, except in the case of established illness, which must be verified by a medical certificate or satisfactory evidence.

12.) Damage to or loss of the property or equipment of the Company or any of its customers.

13.) Excessive absenteeism.

14.) Violation of Article III of this Agreement.

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

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

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

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

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

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

G. Shoppers reports:

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

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

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

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

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

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

counseling or retraining options.

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

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

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

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

ARTICLE VI
GRIEVANCE PROCEDURE

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

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

Step 1:

The Shop Steward and the employee(s) may discuss the grievance with the manager on duty within seven (7) days after the occurrence of the grievance. The manager on

duty shall not refuse a request for a Step 1 meeting provided that such a meeting does not interfere with the efficiency of the operation. Request for a meeting shall not be unreasonably denied.

Step 2:

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

Step 3:

1.) If the grievance is not satisfactorily settled in Step 2, the International Union may appeal it to the Company's Director of Labor Relations within twenty-one (21) calendar days of receipt of the answer in Step 2. A Step 3 fact-finding hearing shall be held at the request of either party within thirty (30) days of receipt of the Union's appeal by the Company. The Director of Labor Relations or his/her designee will respond in writing within twenty-one (21) calendar days after a fact-finding hearing. The Parties may mutually request mediation before arbitration as provided in Article XI 3.

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

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

3.) Mediation

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

ARTICLE VII
ARBITRATION

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

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

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

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

ARTICLE VIII
NO STRIKE NO LOCKOUT

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

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

C. In the event that any Local of the International Union engages in any action in

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

ARTICLE IX
SENIORITY

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

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

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

If an employee transfers from one airport to another airport, that employee shall maintain his/her total Company seniority for benefit purposes. He/she shall become the junior employee in the job classification being hired into and shall be paid the effective rate for that job classification.

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

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

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

Excluding vacations, temporary individual shift vacancies of more than fourteen (14) days (e.g., leaves of absence) shall be posted and bid in accordance with Article X. If the shift

vacancy is for purposes of covering a vacation, or for fourteen (14) days or less, the Company may fill the position at its discretion. Upon returning from a leave of absence or from a vacation of any length, the employee shall be returned to his/her former position.
If an employee is on a leave of absence, it is the employee's responsibility to contact the employer or to designate in writing another bargaining unit member to submit a bid on that employee's behalf. Notice of vacancies shall be mailed to all employees within the affected job classification who are on a leave of absence at their last known mailing address no later than the day on which the vacancy is posted for bid. If an employee fails to submit a bid, that employee will be assigned an open shift until the next shift bid.
The company must inform employees about planned units closing before employees make their schedule bid.

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

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

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

1.) Not more than 10% of total facility hours may be utilized for "Part-Time employees." Part-time employees may utilize their Company seniority to bid on new positions or vacancies posted by the Company (provided the employee is qualified to perform the work). Part-time positions cannot be used to limit the number of 40 hour shifts. Employees regularly working twenty-six hours per week during any rolling thirteen week period, shall be considered full time and receive full time benefits so long as they do not fall below twenty-six hours in any rolling

twenty-six week period. Such employee moving from part time to full time status shall be notified by letter placed in their paycheck. Also, any employee in danger of moving from full time to part time status shall be notified in the same way with at least four weeks' notice.

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

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

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

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

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

ARTICLE X
PROMOTIONAL OPPORTUNITIES/PERMANENT JOB VACANCIES

A. Permanent job vacancies shall be posted for bid and awarded to the senior person in the classification who submits a bid. Lead positions shall be posted for bid and awarded to

the most senior qualified employee within the classification, if any, so long as skill, ability, experience and work records are equal. Vacancies not filled from within a classification will be awarded to the most senior qualified employee for the open position so long as skill, ability, experience and work records are equal.

A permanent vacancy created by the original job bid shall be awarded to the most senior employee in the classification who submits a bid. If no employee within the classification submits a bid for the job, the job shall be awarded to the most senior qualified employee bidding for the open position so long as skill, ability, experience and work records are equal. The possibility of a permanent job vacancy arising from the original job bid shall be posted at the same time as the notice of the original permanent job vacancy, and any employee interested in submitting a bid for the original permanent job vacancy, or the resulting job vacancy, or both, shall submit a bid as set forth in Paragraph B below. Any subsequent openings created by the aforementioned job bid(s) shall be filled at the Company's discretion, until the next entire shift bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI
ADMINISTRATION

A. Full authority with respect to the collective bargaining relations of the parties and the administration of this Agreement shall rest in the president of the International Union (or his designee) and the Director of Labor Relations of the Company, and any dispute not otherwise resolved must be referred to them; provided, however, that the day to day administration of the local supplements/addendums shall be administered by a local representative as provided in the grievance procedure herein.

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

C. Authorized representatives of the Union shall be admitted to the establishments of the Company at reasonable times and locations provided that said representatives shall not interfere with employees' duties during scheduled working hours. The Local Union shall have the right to appoint departmental shop stewards in each department, in each unit of the Company, and such individuals are authorized to act as a

liaison between the employees and the local business representative. Such shop stewards may also discuss and/or resolve grievances or disputes with his/her department manager if authorized to do so by the Local Union. Written grievances or other such disputes filed with the Company shall be handled by the Shop Steward, if authorized by the Local Union, or the Local Union business representative in accordance with Article VI of this Agreement. The work of the shop stewards will be conducted on other than the Company time and shall not interfere with the work of the employees or the normal operation of the business.

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

E. A Labor/Management committee shall be established to discuss matters of mutual concern to the Company and the Union. The committee shall consist of not more than two representatives of the Company and not more than two representatives of the Union. The results of such meetings shall neither alter the provisions of this agreement nor be construed as continued negotiations over the terms and conditions set out in this agreement.

ARTICLE XII
HOURS OF EMPLOYMENT

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

All work performed in excess of eight (8) hours per day, forty (40) hours per week, or on the sixth consecutive day shall be paid for at a rate of time and one-half the employee's regular rate of pay, unless otherwise provided in this contract. All work performed on the seventh consecutive day shall be paid at the rate of double time, unless otherwise provided in this contract. Premium pay will not be paid when an employee works the sixth or seventh consecutive day as a result of a shift change due to a shift bid as provided

in Article X, Paragraph (C), or if due to vacation relief or employees changing off days. The foregoing shall apply to all short shift employees. The Company shall not extend its split shift beyond those presently in existence.

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

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

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

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

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

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

the first four (4) hours of work.

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

Employees will receive time and one-half (1 ½) after ten (10) hours daily and on the fifth (5th) day if scheduled forty (40) hours within four (4) days during a workweek.
Employees working four (4) days- ten (10) hours per day schedule, work in excess of ten (10) hours daily, forty (40) hours per week or on the fifth (5th) consecutive day shall be paid for at the rate of time and one-half (1½) the employee's regular rate of pay, unless otherwise provided in this contract. All work performed on the sixth (6th) or seventh (7th) consecutive day shall be paid at the rate of double time, unless otherwise provided in this Agreement. Premium pay will not be paid when an employee works the fifth (5th) sixth (6th) or seventh (7th) consecutive day as a result of a shift change due to a shift bid or if due to vacation relief or employees changing days off. Employees working four (4) days-ten (10) hours per day schedule, payment of benefits under the above referenced articles, shall be ten (10) hours per day.

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

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

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

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

business needs.

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

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

ARTICLE XIII
WAGES

A. Employees covered by this Agreement shall receive the wage rates set forth in the attached Local Wage Supplements. Employees whose rates of pay are in excess of the minimum rate set forth shall receive not less than the minimum across the board increases provided for employees in their respective job classification. The Company shall have the right to establish lead person classifications for any classification set forth in such Local Wage Supplements. It is understood between the Company and the Union that no employee in any location will suffer a reduction in any wages from his present level as a result of this MNA.

B. Tipped Employees Benefit Rate **(Excluding Ontario (ONT) :**
For all non-working time, e.g. vacation pay, holiday pay, sick pay, reporting pay, meeting pay, etc., all Tipped Employees shall receive the Benefit Rate in addition, trainees for tipped positions shall be paid the Benefit Rate for all working time during training.
The Benefit Rate shall be:

- Effective July 1, 2016 - .25 per hour on top of Federal, State Minimum wage or their own rate of pay, whichever is greater.

- Effective July 1, 2017 - .25 per hour (total of .50 per hour) on top of Federal, State minimum wage or their own rate of pay, whichever is greater.
- Effective July 1, 2018 - .25 per hour (total of .75 per hour) on top of Federal, State minimum wage or their own rate of pay, whichever is greater.

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

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

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

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

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

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

ARTICLE XIV
HOLIDAYS

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

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

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

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

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

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

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

eligible for holiday pay.

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

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

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

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

The Company shall respond to the employee's request for personal days in writing within one (1) week. Once granted, the time off shall not be rescinded except in cases of emergency.

ARTICLE XV
VACATIONS

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

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

For full time employees hired on or after August 13, 2010, the following shall apply:

1 year but less then 3 years of service	one (1) week
3 years or more of service	two (2) weeks

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

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

B. Scheduling. Employees with less than three (3) weeks of vacation shall be entitled to one additional week (5 days) of unpaid time off to be taken in conjunction with paid vacation. Employees shall be entitled to take all earned weeks of vacation consecutively or provided they have earned two (2) or more weeks of vacation, may elect to split vacation periods. Employees with two (2) or more weeks of vacation may elect to schedule split vacation periods or take vacation in increments of days rather than weeks for one (1) week of their vacation period.

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

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

C. An employee who does not take earned vacation shall receive payment in December for 100% of the unused/earned vacation if requested in writing and approval is secured from management. Such approval will not be refused by management. Employees may choose to carry over one week of their vacation time from year to year without any loss of time; however it must be used within two (2) years. Otherwise, the following schedule and cash out shall apply:

Vacation Accrual	Maximum Cash-out

1 week	1week
2 weeks	1week
3 weeks	2 weeks
4 weeks	2 weeks
5 weeks	3 weeks

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

ARTICLE XVI

HEALTH AND WELFARE

Section 1. The parties agree that all of the provisions of the Memorandum of Agreement signed by the parties on September 5, 2013 will continue in effect through July 31, 2016. The parties further agree that effective January 1, 2015 through July 31, 2016; the Employer agrees to contribute the contribution rates necessary for Plan 174, 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.

Trust Language:

(A) Effective August 1, 2016 the Employer agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Hospitality Plan ("Plan"), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month for which contributions are to be made. The Employer agrees and acknowledges that if it fails to supply the electronic payments and

reports in the format required by the Fund (which may be in Excel format until such time as the Employer's online account is established), the Fund will have no obligation to process the report or payment until it is submitted electronically and such report will be considered late and subject to interest, liquidated damages and late fees under the Fund's collection procedures. Additionally, the Union and the 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.

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

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

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

(D) Employee Co-Premium Reporting: This Agreement requires some or all eligible employees to pay a portion of the monthly premium through payroll deduction. As a result, the Employer agrees to specify the total amount of contributions being submitted by the employee, the total amount of contributions submitted from the Employer and the total contribution amount on the monthly electronic report required by the Fund.

Section 2. General Provisions:

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

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

Section 3. Monthly Employer Contributions:

(A) Medical

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

Silver Plus Plan - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
8/1/16	$450.55	$960.91	$751.54	$1334.60
1/1/17	$495.61	$1057.00	$826.69	$1468.06
1/1/18	$545.17	$1162.70	$909.36	$1614.87

Gold Plus Plan - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
8/1/16	$557.75	$1189.54	$930.36	$1652.15
1/1/17	$613.53	$1308.49	$1023.40	$1817.37
1/1/18	$674.88	$1439.34	$1125.74	$1999.10

(B) Dental and Vision

The Employer will deduct eighteen (18%) percent of said Dental/Vision coverage contributions from employees' paychecks on a monthly basis for all employees who enroll in the Dental/Vision plan. The Employer will submit the entire contribution to the Fund on a monthly basis.

Dental and Vision Combined - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
8/1/16	$21.63	$47.81	$47.20	$72.06
1/1/17	$21.63	$47.81	$47.20	$72.06

Effective 1/1/18, the Employer agrees to deduct and submit the contribution rates required by the Fund to sustain benefits for those employees who have elected Dental and Vision coverage. The parties agree and understand that if the appropriate Dental and Vision contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants.

Section 4. Medical Employee Co-premium:

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

All locations excluding Fort Lauderdale

For the Silver Plus Plan:

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
8/1/16	15%	20%	20%	20%

For the Gold Plus Plan:

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
8/1/16	25%	30%	30%	30%
1/1/17	22.5%	30%	27.5%	30%
1/1/18	20%	27.5%	25%	27.5%

Employees hired prior to 8/1/10 that elect the Gold Plan:

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
8/1/16	18%	18%	18%	18%

Section 5. Enrollment:

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

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

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

For Employees hired after the date of ratification of this Agreement, or who become eligible to enroll in the Plan after the effective date of this Article, the Employer shall make

available a computer for employees to use during such employee's enrollment period to electronically enroll in the Plan.

There shall be an open enrollment period once every year. During open enrollment, each eligible employee can enroll in one of the Welfare Plan options available to them or change their existing election by completing an Election Form. All eligible employees who wish to enroll in the Welfare Plan shall sign an Election Form, acknowledging that he or she desires to be covered for benefits under the Plan and that they agree to make the required co-premium via payroll deduction in advance of its due date to the Fund

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

Section 6.

A. ADDITIONAL INSURANCE OFFERED BY THE COMPANY:

1. Life insurance will be provided by the Company for full time employees at no cost to the employee as follows:
   a. Eligible Full time employees-$10,000
   b. Former Sky Chefs employees-$40,000

2. Accidental death and dismemberment insurance will be provided by the company at no cost to the employee as follows:
   a. Eligible Full time employees-$10,000
   b. Former Sky Chefs employees-$40,000

3. In addition, an employee may purchase long-term disability insurance and individual life insurance (for employee, spouse, or children) through the company.

4. Weekly income for accident and sickness will be provided by the company at no cost to the employee as follows:
   a. Effective 1/1/2015 $175 per week up to 26 weeks.
   b. Effective 1/1/2017 $200 per week up to 26 weeks.

B. RETIREE BENEFITS:

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

C. ELIGIBILITY:

1. In order to be eligible for contributions (including medical, dental, vision, life insurance, AD&D) employees must meet the following requirements:
   a. Employees hired before 8/13/10 must average 26 hours per week (or 20 hours per week for former Sky Chefs employees).
   b. Employees hired on and after 8/13/10 must average 30 hours per week.

2. Eligibility will be reviewed quarterly and employees who do not satisfy the hour's requirement will be issued COBRA. Eligibility to be re-enrolled will become effective the first of the month following the quarter in which the employee met the hours requirement. For example: At the end of calendar quarter 1, employee A did not meet the hour's requirement for that quarter. Employee A will be issued COBRA, and will not be eligible for contributions for the entirety of quarter 2. At the end of quarter 2 employee A's hours met the requirement. Therefore the Company will make contributions for employee A for the entirety of quarter 3.

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

D. OPEN ENROLLMENT:

1. There shall be an open enrollment period once every year (on or about October of each calendar year). During open enrollment, each eligible employee can enroll in one of the Welfare Plan options available to them or change their existing election by completing an Election Form. All eligible employees who wish to enroll in the Welfare Plan shall sign an Election Form, acknowledging that he or she desires to be covered for benefits under the Plan and that they agree to make the required co-premium via payroll deduction in advance of its due date to the Fund.

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

3. In addition, an employee may purchase long-term disability insurance and individual life insurance (for employee, spouse and/or children) through the company at this time.. This is not offered to the Atlanta, Georgia location.

Section 7.) Compensable Injury:

If an employee is not able to work due to injury on the job, the Company will pay the employee for the remainder of the shift and full pay at the employee's regular rate for the

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

ARTICLE XVII
PENSION

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

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

2.) For employees on the payroll as of November 1, 1994, the Company will contribute 3% of the employee's regular salary towards the plan after the employee completes one (1) year of service and attains age 21.

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

ARTICLE XVIII
EMPLOYEE MEALS

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

without charge if working less than five (5) hours per day.

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

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

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

ARTICLE XIX
UNIFORMS

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

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

ARTICLE XX
SICK LEAVE

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

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

Unused sick days will accrue from year to year to a maximum of fifteen (15) days. Full time employees hired on or after August 13, 2010 shall be paid sick days as follows:

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

Employees may be required to provide a doctor's note verifying an illness if the illness exceeds more than one (1) consecutive day. A doctor shall be defined as a medical provider recognized by the relevant health care plans. New employees whose hire date falls prior to July 1 will receive the sick days on January 1 of the next year, and new employees whose hire date falls after July 1 shall wait until January 1 of the calendar year after their anniversary hire date to receive the sick days.
However, the Company reserves the right to require a doctor's certificate for absences ~~of one (1) day~~ if the employee demonstrates a pattern of abuse regarding use of sick days.
Current employees with accruals greater than fifteen (15) days shall not lose their current accruals by virtue of this provision.

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

ARTICLE XXI
FUNERAL LEAVE

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

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

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

ARTICLE XXII
CALL-IN PAY

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

ARTICLE XXIII
LEAVES OF ABSENCE

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

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

Sick leave shall initially be granted for periods of not more than ninety (90) days, but may be extended in periods of not more than ninety (90) days. Each extension must be supported by a medical certificate, and the employee must have received or be

receiving short-term disability benefits. This medical certificate must indicate that the employee is disabled and unable to perform required job duties, the nature of the disability and the approximate date of return to work.

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

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

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

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

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

Employees released from medical care must apply for reinstatement and be available for

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

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

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

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

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

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

D. Leave of Absence for Union Business: Employees shall be entitled to a Leave of Absence for Union Business, upon notification to the Company by the Union. Seniority shall accrue and all benefits be continued for leaves of up to two (2) months; thereafter, seniority shall be frozen for the duration of the leave and all Health and Welfare and Pension benefits shall be continued as if the employee were actively employed provided the Union reimburses the Company for the cost of those benefits.

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

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

ARTICLE XXIV
JURY DUTY

Employees called for jury duty, who have been in the employ of the Company for more than sixty (60) days, shall receive full pay, less any compensation received as a juror provided they give the Company at least seventy-two (72) hours advance notice of the jury duty. For employees hired on or after August 13, 2010, the following shall apply:
Cap pay at two (2) weeks except
Grand Jury pay capped at four (4) weeks

ARTICLE XXV
MAINTENANCE OF BENEFITS

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

ARTICLE XXVI
SEVERANCE PAY

Employees with six (6) months or more of Company seniority who are terminated from employment as a result of a permanent closing of a unit or concession in which they are employed and who are not offered employment by the successor employer at the unit or by the Company in an equivalent position at another of its operations in the same

geographic area, shall receive severance pay in accordance with the following schedule:

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

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

ARTICLE XXVII
HEALTH AND SAFETY

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

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

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

ARTICLE XXVIII
DURATION

This Master National Agreement shall be effective as of August 1, 2015, and remain in full

IN WITNESS WHEREOF, the parties have hereunto set their hands this day.

Delaware North -
Travel Hospitality Services

Kevin Kelly
President, Travel Hospitality Services

UNITE HERE

~~B. Taylor~~ Jim DuPont
~~President~~ Designee, Unite Here

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

1. Atlanta, Georgia
2. Austin, Texas
3. Boise, Idaho
4. Dallas/Fort Worth, Texas
5. Denver, Colorado
6. Detroit, Michigan
7. Fort Lauderdale, Florida (except for medical)
8. Nashville, Tennessee
9. New Orleans, Louisiana
10. Oklahoma City, Oklahoma
11. Ontario, California
12. Richmond, Virginia

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

1. Atlanta, Georgia
2. Austin, Texas
3. Boise, Idaho
4. Dallas/Fort Worth, Texas
5. Denver, Colorado
6. Detroit, Michigan
7. Fort Lauderdale, Florida (except for medical)
8. Nashville, Tennessee
9. New Orleans, Louisiana
10. Oklahoma City, Oklahoma
11. Ontario, California
12. Richmond, Virginia

LETTER OF AGREEMENT I

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

Dear Mr. Wilhelm:

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

Very truly yours,

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

Agreed to this day of _____1999 (*signature on file*)

LETTER OF AGREEMENT II

John Wilhelm

General President

H.E.R.E. International Union

1219 - 28th Street, N.W.

Washington, D.C. 20007

Dear Mr. Wilhelm:

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

Very truly yours,

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

Agreed to this day of _____1999 (*signature on file*)

LETTER OF AGREEMENT III

MEMORANDUM OF AGREEMENT

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

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

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

1. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as the employees' exclusive bargaining representative for the purpose of collective bargaining with the Employer, or to refrain from such activity.

2. The Employer will do no act nor make any statement that will directly or indirectly state or imply the Employer's preference or non-preference for unionization of its employees in general or for recognition of the Union signatory to this Agreement.

3. At any time that the Union signatory to this Agreement provides written notice to the Employer of its intent to organize employees in a specific unit of all food, beverage and retail employees at an airport outlet other than managers and confidential employees, the Employer will grant access to its employees by the Union in the employee cafeteria and non-public areas of the Employer during their off work periods, for organizational purposes, so long as the Union does not interfere with business activities.

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

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

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

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

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

have the authority to order the non-complying party to comply with this Agreement and award remedies.

9. The Employer will not file a petition with the National Labor Relations Board for any elections in connection with any demands for recognition provided for in this agreement or file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62 (c) of the NLRB's Rules and Regulations, and (d) the Employer and the Union shall at all times abide by the provisions of this Agreement and the Union may file unfair labor practice charges. The Union and the Employer will not file any charges with The National Labor Relations Board in connection with any act or omission occurring within the context of this agreement, arbitration under Paragraph 8 shall be the exclusive remedy.

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

11. This Agreement shall apply to all future nationwide units of Delaware North

Companies- Travel Hospitality Services and their successors and shall be in effect so long as there is a Master National agreement in effect between the parties.

Signed this ___ the day of September, 2013.

Delaware North
Travel Hospitality Services

By: ____*signature on file* _____

Terry Ryan

UNITE HERE International Union,
AFL-CIO

By: ___*signature on file* _____

Jim DuPont

NEW LETTER OF AGREEMENT IV

Memorandum of Understanding- Tip Jars

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

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

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

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

1. A standard tip jar will be permitted for cashiers that will be located in an area that the guest may drop money if they desire.

2. The tip jar will not be "seeded" with money folded, taped or marked in any fashion. Only the tip jars **provided by the company and** agreed to by the parties may be used and NO marking, writing or design will be allowed on the tip jar.

3. As cashiers will now be allowed tips from customers, and **distributed in a fair and equitable manner for all front workers in that stand,** they must voluntarily stipulate how much they received in cash tips daily. This information will be communicated to the IRS. It is understood that employees will distribute tips in a fair and equitable manner. THS will not be involved in this process.

4. This MOU will be reviewed by the parties after ninety (90) days.

5. The grievance filed by the Union in this matter will be withdrawn without prejudice.

6. **At no time will the Employer (management or supervisors) participate in the tips distribution.**

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

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

SIDE LETTER V (Revised)

EMPLOYEE MEALS

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

Friday's at Detroit
Chili's at Ft. Lauderdale
Applebee's at Richmond
Applebee's at Ontario
Boulder Beer at Denver

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

Agreed to on this date _____, 2016.

Jim DuPont, Designee
UNITE HERE International Union

Kevin Kelly,
Delaware North Travel
Hospitality Services.

SIDE LETTER VI

LABOR MANAGEMENT PROBLEM SOLVING TEAMS

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

Agreed to on this date ___, 2013.

signature on file

Jim DuPont, Designee
UNITE HERE International Union

signature on file

Terry Ryan,
Delaware North-Travel
Hospitality Services.

LIST OF FORMER SKY CHEF EMPLOYEES

DENVER AIRPORT
Hyesook Bae
Sachimori Kawata
Linda Murillo
Joan Louise Walton

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

OKLAHOMA CITY AIRPORT
John H. Dewhirst

EXHIBIT "A"

Place Postage Here

UNITE HERE

LOCAL # _____

ADDRESS_____

CITY_____STATE_____

ZIP_____

EMPLOYERS NOTICE OF EMPLOYMENT FORM

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

_____ _____ _____

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

_____

Address City State Zip

_(_____)_____ _____

Phone Number Job Classification

_____ _____

Date of Hire Place of Employment

EXHIBIT `B"

For use in "Right-to-Work" Locations

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

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

(Union will supply phone # and/or address)

EXHIBIT "C"

December 9, 2003

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

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

Dear Ken:

Attached is the information promised regarding review of employee personnel files. The attached is the Company's specific policy regarding this matter.
Call me so we can discuss and finalize.

Sincerely,

Terrance P. Ryan
Director, Labor Relations

Policy

200 - Company Policies

Effective Date: 06/16/2003

229.00 - Associate Records

Purpose

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

Policy

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

A. REQUIRED ASSOCIATE FILES

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

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

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

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

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

B. SEPARATE FILES

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

1. Desk/Miscellaneous File

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

2. I-9 Binder File

• I-9 form
• I-9 documentation

*See Immigration Reform and Control Act policy

3. Airport Badging Files

• SIDA File
• ID'S

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

Non-SIDA File

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

C. GUIDELINES

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

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

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

Associates who question the accuracy or completeness of information in their files should discuss their concerns with Human Resources. The Company will consider any Associate's objections and remove erroneous or improper information. Should

disputed information be retained in the file, the Associate may submit a brief written statement identifying the alleged errors/inaccuracies. The statement will remain in the file as long as the disputed information is retained.

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

-END--

EXHIBIT "E"

T.I.P. DEDUCTIONS

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

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

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

EXHIBIT "F"

ADDENDUM REGARDING FORMER SKY CHEFS EMPLOYEES

1. Health & Welfare:

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

2. Additional Insurance: 4.) Additional Insurance;

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

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

3. Retiree Benefits:

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