

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SSP AMERICA**

**AND**

**UNITE HERE INTERNATIONAL  
(ORLANDO UNIT)**

Effective ~~November~~ April 1, 2014-2019 through March 31,  
2019-2022

**TABLE OF CONTENTS**

**ARTICLE 1 RECOGNITION..... 6**

**ARTICLE 2 UNION RIGHTS (INCLUDING SECURITY, CHECKOFF, STEWARDS,  
RIGHTS AND BULLETIN BOARD)..... 7**

**2.1 Membership: ..... 7**

**2.2 Hire From Any Source:..... 7**

**2.3 Orientation: ..... 7**

**2.4 Union Dues:..... 7**

**2.5 Monthly Reports: ..... 8**

**2.6 Voluntary Political Deductions:..... 8**

**2.7 Union Stewards: ..... 9**

**2.8 Union Representative:..... 9**

**2.9 Security Approval:..... 9**

**2.10 Union Buttons:..... 10**

**2.11 Bulletin Board: ..... 10**

**2.12 Indemnification: ..... 10**

**ARTICLE 3 MANAGEMENT RIGHTS ..... 10**

**3.1 Right to Manage:..... 10**

**3.2 Rights Retained: ..... 11**

**3.3 Excess of Minimums: ..... 11**

**3.4 Electronic Surveillance: ..... 11**

**ARTICLE 4 LABOR-MANAGEMENT COMMITTEE ..... 11**

**ARTICLE 5` NON-DISCRIMINATION ..... 11**

**5.1 Objectives: ..... 11**

**5.2 Process For Resolving:..... 12**

**ARTICLE 6 IMMIGRATION RIGHTS AND ETHNIC DIVERSITY ..... 12**

**ARTICLE 7 SENIORITY (INCLUDING FILLING OF VACANCY LAYOFF, RECALL  
AND BREAK IN SENIORITY)..... 15**

**7.1 Definition: ..... 15**

**7.2 Seniority Rights: ..... 15**

**7.3 Temporary Openings: ..... [1645](#)**

**7.4 Job Posting and Bidding: ..... 16**

7.5	Transfer from Bid Probationary Period: .....	16
7.6	Schedules and Schedule Changes: .....	<a href="#">1746</a>
7.7	Permanent Unit Closing or Layoff: .....	<a href="#">1847</a>
7.8	Bumping: .....	<a href="#">1847</a>
7.9	Recall Rights: .....	18
7.10	Same Date Seniority: .....	18
7.11	Notice of Recall: .....	<a href="#">1948</a>
7.12	Breaks in Seniority: .....	<a href="#">1948</a>
<b>ARTICLE 8</b>	<b>DISCHARGE, DISCIPLINE AND PROBATIONARY PERIOD</b> .....	<b>19</b>
8.1	Probationary Employees: .....	19
8.2	Discipline: .....	19
8.3	Representative At Disciplinary Meeting: .....	<a href="#">2221</a>
8.4	Warning Disciplinary Notices: .....	22
8.5	Investigatory Suspensions: .....	<a href="#">2322</a>
8.6	Shoppers Report: .....	<a href="#">2322</a>
<b>ARTICLE 9</b>	<b>CASH HANDLING</b> .....	<b>23</b>
<b>ARTICLE 10</b>	<b>GRIEVANCE PROCEDURE AND ARBITRATION</b> .....	<b>23</b>
10.1	Grievances: .....	23
10.2	Time Limits: .....	23
10.3	Process and Steps: .....	<a href="#">2423</a>
10.4	Sole and Exclusive Remedy: .....	26
10.5	Arbitration Awards: .....	26
10.6	Employer Grievances Filed With The Union: .....	26
<b>ARTICLE 11</b>	<b>WORK TIME (INCLUDING HOURS OF WORK, OVERTIME, WORKING CONDITIONS)</b> .....	<b><a href="#">2726</a></b>
11.1	Work Schedules: .....	<a href="#">2726</a>
11.2	Clocking Out: .....	<a href="#">2726</a>
11.3	Employees: .....	<a href="#">2726</a>
11.4	Overtime: .....	27
11.5	Successive Shifts: .....	28
11.6	Breaks: .....	28
<b>ARTICLE 12</b>	<b>COMPENSATION</b> .....	<b>28</b>

12.1	Wage Rates: .....	28
12.2	New Classifications:.....	<a href="#">2928</a>
12.3	Cross Classification Work:.....	<a href="#">2928</a>
12.4	Gratuities and Service Charges: .....	29
12.5	Pay Days and Direct Deposit:.....	29
12.6	Paycheck Discrepancies: .....	29
12.7	Reporting Pay: .....	<a href="#">3029</a>
12.8	Meeting Pay:.....	<a href="#">3029</a>
12.9	Maintenance of Wages and Benefits: .....	<a href="#">3029</a>
ARTICLE 13	PAID TIME OFF (“PTO”) .....	<a href="#">3029</a>
13.1	Accrual of PTO:.....	30
13.2	PTO Usage: .....	<a href="#">3130</a>
ARTICLE 14	LEAVE OF ABSENCES .....	<a href="#">3231</a>
14.1	Family and Medical Leave: .....	<a href="#">3231</a>
14.2	Pregnancy Leave: .....	32
14.3	Bereavement Leave:.....	32
14.4	Jury Duty:.....	32
14.5	Personal Leave: .....	<a href="#">3332</a>
14.6	Union Leave: .....	<a href="#">3332</a>
14.7	Military Leave:.....	<a href="#">3332</a>
14.8	Expected Return Date: .....	33
14.9	Accrual of Benefits and Seniority: .....	33
14.10	Working While on Leave: .....	<a href="#">3433</a>
ARTICLE 15	HEALTH AND WELFARE .....	<a href="#">3433</a>
ARTICLE 16	PENSION AND 401K.....	<a href="#">3433</a>
ARTICLE 17	UNIFORMS .....	<a href="#">3433</a>
ARTICLE 18	MEALS.....	34
ARTICLE 19	ALCOHOL AND DRUG ABUSE POLICY .....	<a href="#">3534</a>
ARTICLE 20	SUCCESSORSHIP AND SUBCONTRACTING .....	35
20.1.	Change of Ownership:.....	35
20.2.	Binding on Successors:.....	35
20.3.	Subcontracting limited to DBE’s: .....	35

<b>ARTICLE 21</b>	<b>NO STRIKE/NO LOCKOUT .....</b>	<b><a href="#">3635</a></b>
<b>ARTICLE 22</b>	<b>SECURITY .....</b>	<b><a href="#">3635</a></b>
<b>22.1</b>	<b>Entries and Exits: .....</b>	<b><a href="#">3635</a></b>
<b>22.2</b>	<b>Employment Suitability:.....</b>	<b>36</b>
<b>22.3</b>	<b>Inspections and Lockers: .....</b>	<b>36</b>
<b>22.4</b>	<b>Parking: .....</b>	<b>36</b>
<b>ARTICLE 23</b>	<b>HEALTH AND SAFETY.....</b>	<b><a href="#">3736</a></b>
<b>ARTICLE 24</b>	<b>SEPARABILITY AND SAVINGS.....</b>	<b><a href="#">3736</a></b>
<b>ARTICLE 25</b>	<b>TERM OF THE AGREEMENT.....</b>	<b>37</b>
<b>APPENDIX “A”</b>	<b>.....</b>	<b><a href="#">3938</a></b>
	<b>HEALTH AND WELFARE .....</b>	<b><a href="#">4039</a></b>
<b>APPENDIX “B”</b>	<b>CASH HANDLING POLICY .....</b>	<b><a href="#">4241</a></b>
<b>APPENDIX C</b>	<b>.....</b>	<b><a href="#">4948</a></b>

## **AGREEMENT**

This Agreement is made by and between SSP America, doing business at Orlando International Airport (hereinafter referred to as the "Employer"), and UNITE HERE INTERNATIONAL UNION (hereinafter referred to as the "Union") covering certain employees of the Employer at the Orlando International Airport.

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

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

THEREFORE, the parties hereto mutually agree as follows:

### **ARTICLE 1            RECOGNITION**

1.1     The Employer recognizes the Union as the exclusive bargaining representative for collective bargaining purposes concerning the negotiable terms and conditions of employment of all full-time and part-time food and beverage concession employees who are regularly employed by the Employer in its food and beverage operations at the Orlando International Airport, which classifications are listed in Appendix A hereto, excluding executive chefs, sous chefs, all confidential and clerical workers, professionals, managers and supervisors as defined in the National Labor Relations Act. In addition, the parties agree that "Seasonal Employees" are not covered by this Agreement. For purposes of this Agreement, a "Seasonal Employee" is an employee hired to work for a short period of time, not to exceed one hundred twenty (120) consecutive days. In the event that the employment of an employee hired to be a "Seasonal Employee" exceeds one hundred twenty (120) consecutive days, that employee will no longer be considered a "Seasonal Employee" and will be covered by this Agreement.

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

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

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

## **ARTICLE 2                    UNION RIGHTS (INCLUDING SECURITY, CHECKOFF, STEWARDS, RIGHTS AND BULLETIN BOARD)**

### **2.1    Membership:**

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

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

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

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

### **2.2    Hire From Any Source:**

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

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

### **2.3    Orientation:**

In those locations where the Company regularly schedules orientation sessions, the Union shall be notified five (5) days in advance of such meetings and shall be afforded the right to meet with all new hires for a minimum of thirty (30) minutes during the orientation. The Union will be provided with the names, classifications, addresses and hire dates of all new bargaining unit employee(s) prior to the orientation, on forms provided by the Union. In locations where orientation sessions are not regularly scheduled, the Union shall be provided with the above referenced information within 5 days of the first shift worked by the new employee.

### **2.4    Union Dues:**

(a)    The Employer agrees to deduct Union dues or service fees from employees' earnings as provided herein. Deduction shall be authorized in writing by the employees on

Dues Deduction Authorization and Assignment forms supplied by the Union. The Employer shall furnish the Union on a monthly basis an electronic record of those employees for whom deductions have been made and the amount of those deductions. Said deductions shall be made in equal installments in each payroll period of each month and shall be remitted to the Union not later than the fifteenth (15th) day of the following month.

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

## **2.5 Monthly Reports:**

(a) The Company agrees to provide the Union with a monthly member/non-member list for their portion of the bargaining unit. The list shall include each employee's full name, social security number, phone number, rate of pay, and address. The information will be provided electronically in alphabetical order by origin, department and work location and shall indicate the employee's Union or non-Union status.

(b) The Company agrees to provide the Union with a monthly seniority list. The list shall include each employee's full name, social security number and date of hire. The information will be provided electronically in order of seniority by origin, department and work location.

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

## **2.6 Voluntary Political Deductions:**

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

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



## **2.7 Union Stewards:**

The Union shall have the right to designate a reasonable number of Shop Stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The number of Shop Stewards is designated in Appendix D. The Union shall advise the Employer in writing as soon as practicable of the names of the employees who it appoints to act as Union Stewards. The Employer shall not be required to recognize any employee as a Union Steward until and unless it has received the aforementioned written notification. Union stewards shall be considered representatives of the Union, and they may carry out their duties in any terminal.

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

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

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

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

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

## **2.8 Union Representative:**

The Employer shall permit authorized representatives of the Union access to visit the employees' work sites at reasonable times for the purpose of Union business. The Union agrees that during such visits its representatives will not interfere with the Employer's operations or with the employees' duties during scheduled working hours and shall contact the General Manager or his or her designee upon arrival. The Union further agrees that such visits will be conducted consistent with all health and security requirements that apply to the Employer or its operations or facilities.

## **2.9 Security Approval:**

The Employer agrees to complete application forms for security badges and direct the Union to the appropriate security facility to facilitate the Union's access to bargaining unit members. Any security badges provided to the Union shall be provided in the Union's name, rather than the Employer's. In the event that the Union is unable to obtain a badge,

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

#### **2.10 Union Buttons:**

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

#### **2.11 Bulletin Board:**

The Employer agrees to provide a bulletin board or posting area in each unit or worksite. Copies shall be provided to the General Manager and shall not contain inflammatory or defamatory text toward the Employer, its representatives or the Employer's client.

#### **2.12 Indemnification:**

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

### **ARTICLE 3 MANAGEMENT RIGHTS**

#### **3.1 Right to Manage:**

The Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business. The Employer alone shall have the full and exclusive authority to determine and direct the policies, procedures and methods of operating its business. Without limiting the generality of the forgoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not confined to, the right to determine, and from time to time, to re-determine the number, types and locations of its operations, and the methods, equipment and processes to be employed; to discontinue or automate methods, equipment, processes or operations; the right to determine the qualifications for new employees, and to select its employees; to determine the size and composition of its work force, to determine production and work schedules and methods of work and production; to determine the number and type of equipment, machinery, materials and supplies to be used or operated and the products to be prepared, processed or sold or the services to be rendered or supplied; to hire, promote, transfer, assign, lay off, and recall employees to work; to reprimand, discharge, or otherwise discipline employees; to determine job content and the amount and type of work needed; to determine and make the assignments of work; to schedule the hours to be worked on each job in each location and in each shift; to expand, reduce, alter, combine, transfer, assign or cease any job, job

classification, department, or operation; to determine the amount of supervision necessary; to control and regulate or discontinue the use of supplies, equipment, machinery and process and any other property owned, used, leased or possessed by the Company; to establish, modify and enforce reasonable rules or regulations, policies and practices; to introduce new, different or improved methods, means and processes of transportation, production, maintenance, service and operation; and, otherwise, generally manage the operation and direct the work force; the Employer's failure to exercise any function or right in any particular way shall not be deemed a waiver of its rights to exercise such function or right, nor to preclude the Employer from exercising the same, in some other way not in conflict with the express provisions of this Agreement.

### **3.2 Rights Retained:**

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

### **3.3 Excess of Minimums:**

Nothing shall preclude the Employer from initiating or discontinuing programs intended as incentives or positive reinforcement for employees, such as sales incentives.

### **3.4 Electronic Surveillance:**

It is understood that the Employer can conduct only those forms of electronic surveillance of its premises that are permitted by law.

## **ARTICLE 4 LABOR-MANAGEMENT COMMITTEE**

A labor-management committee shall be established to discuss matters of mutual concern to the Employer and the Union. The committee shall consist of not more than two representatives of the Company, who shall be the General Manager and the regional Human Resources representative, and the Union unless otherwise agreed. 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 5 NON-DISCRIMINATION**

### **5.1 Objectives:**

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

## 5.2 Process For Resolving:

(a) It is the desire of both parties to this Agreement that disputes and grievances arising hereunder involving interpretation or application of the terms of this Agreement, including any statutory or common law claims of sex, race, age, disability or other prohibited discrimination, shall be settled amicably or if necessary, by mediation and/or arbitration as set forth herein.

(b) Similarly, the Employer and the Union agree that under the Americans with Disabilities Act (ADA), the Employer may face conflicting obligations with the obligations contained in this Agreement, as the ADA prohibits the Employer from discriminating against a disabled person who, with or without reasonable accommodation, is qualified to perform the essential functions of a bargaining unit job. Should a dispute arise with respect to such ADA issues and should the parties fail to reach agreement, such ADA dispute shall be subject to the grievance and arbitration procedure, and may be submitted to final and binding arbitration to determine an appropriate remedy under applicable law and this Agreement.

## ARTICLE 6 IMMIGRATION RIGHTS AND ETHNIC DIVERSITY

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

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

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

### 6.1 Immigration Rights

~~No employee covered by this Agreement, will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in his/her name and/or social security number. The Employer shall not take action against any employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.~~

~~In the event that an employee has a problem with his or her right to work in the United States after completing his or her introductory or probationary period, the Employer shall notify the Union in writing prior to taking any action. Upon the Union's request received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.~~

- Seniority for Immigration In the event that an employee does not provide adequate proof that he/she is authorized to work in the United States following his/her probationary or introductory period, and his/her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee, without back pay, to his/her former position, without loss of prior seniority (but seniority does not continue to accrue during the period of termination) upon the employee providing proper work authorization within twelve (12) months from the date of termination so long as the employee has enough seniority and the ability to perform the position and the position still exists.

- If the employee needs additional time to obtain his/her work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.

- Social Security No-Match Letters In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:

- 1.) The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no-match letter, and the Employer agrees that it will not, unless required by law or by TSA, IAH, or any governmental entity having control over IAH, require employees listed on the notice to bring in a copy of their Social Security card for the Employer's review, complete a new 1-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
- 2.) the Employer agrees not to contact the SSA or any other governmental agency, except to the extent required to do so to a governmental agency having control over IAH, solely as a result of receiving a no-match from the SSA, unless required by law.

- Workplace Immigration Enforcement: The Employer shall, unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (OHS) (formerly the INS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect the rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the OHS matter.

To the extent legally possible, the Employer shall offer a private setting for questioning of employees by OHS.

- Re-Verification of Status: The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC § 1324a (1)(8) and listed on the back of the 1-9 form or as otherwise required by law.

- In the event of a sale of the business or its assets, the Employer shall offer to transfer the 1-9 forms of its employees to the new employer or, at the Employer's option, to jointly maintain the 1-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor employer shall maintain said forms.

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

- Legality: The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC §1324a or any other applicable law. Except as required by law or by TSA, IAH, or any governmental entity having control over IAH, the Employer agrees not to permit any private or public entity to conduct an audit or inspection of its 1-9 forms or personnel records

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

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

- Commitment: The Employer is committed to a diverse workforce, consistent with and practicing equal employment opportunity and engaging in affirmative efforts to maintain an environment that supports and encourages the contribution of all employees. The parties will strive to achieve a workplace environment respectful of the diverse cultures of the workforce. The Employer and Union are proud of the diversity of the workforce and the benefits that diversity brings to the industry.

- As part of this commitment, the Employer will work with the Union to inform and educate members of underrepresented communities about job and career opportunities with the Employer.

- Actions taken by the Employer in accordance with its current Affirmative Action Plan may also meet goals of the outreach program. In no event shall the Employer be required to act contrary to its Affirmative Action Plan, nor shall its Affirmative Action Plan or actions taken pursuant to that plan be subject to the grievance and arbitration provision of the Agreement.

-

## **6.2 Ethnic Diversity**

-

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

-

The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Employer agrees: It will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees.

## **ARTICLE 7 SENIORITY (INCLUDING FILLING OF VACANCY LAYOFF, RECALL AND BREAK IN SENIORITY)**

### **7.1 Definition:**

Classification seniority means continuous length of service with the Company, or its affiliates, in the wage classification categories listed in Appendix A of this Agreement within a particular unit. As used in this Article, the term “unit” means a particular food and beverage outlet within the airport, unless the parties agree otherwise. The parties will specify the units in operation at the time this Agreement is reached in the Appendix. For those employees who are employed in the Employer’s covered operations at the time this Agreement becomes effective, their date of hire (“Seniority Date”), will be the date used in determining classification seniority, if the employee continuously remains in the same classification at the time of calculating the classification seniority as the employee occupied at the time of the Effective Date of this Agreement.

Company seniority means continuous length of service with the Employer or its affiliates. Company seniority is used to determine PTO eligibility and bidding for job vacancies after classification seniority bidding. For those employees who are employed in the bargaining unit at the time this Agreement becomes effective, their date of hire will be the date used in determining company seniority, if the employee has remained continuously with the Employer at the time of calculating company seniority.

The procedure enumerated in paragraph 7.10 shall be used to rank employees by seniority in the event they have the same Seniority Date.

Employees will be placed on the appropriate seniority lists upon date of hire with both Company and Classification seniority dates.

### **7.2 Seniority Rights:**

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

- Job vacancies within a unit
- Schedule preference within a unit
- PTO preference within a unit
- Layoffs and recalls.

### **7.3 Temporary Openings:**

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

### **7.4 Job Posting and Bidding:**

The Employer will maintain a log in a mutually agreeable location listing all bargaining unit positions by classification, pay, shift and location. Any employee who desires to change his or her classification, shift or job location shall notify the Employer by signing the bid log and providing the requested information for the bid.

Permanent job vacancies within a unit, including jobs in new or remodeled units, shall be awarded to the senior qualified employee based on the classification seniority who submits a bid. Vacancies not filled from within a classification will be awarded to the most senior qualified employee (based on Company seniority) who submits a bid. Hourly Leadperson positions, if any, will be listed for bid but will be selected and changed in the sole discretion of the Employer without regard to seniority.

In the case of the Bartender, Maintenance, Chef, and Baker classifications, the bidder must be immediately qualified to perform the job.

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

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

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

Employees transferring to a new classification, shift or location shall serve a thirty (30) calendar day probationary period. The employee may choose to return to his or her former position, or the Employer may return the employee to his or her former position (even if these actions result in displacing an employee hired to replace the employee who is returned to his or her former position), within the probationary period without loss of seniority or resort to the grievance procedure. The probationary period may be extended by the Employer up to ninety (90) days to provide for special testing or qualifications



necessary to meet branding or Employer certification requirements without resort to the grievance procedure.

## 7.6 Schedules and Schedule Changes:

(a) Whenever there is a major schedule change within a unit, it is the responsibility and right of management to create and post within the unit the work schedules required. A work schedule so posted must be accepted as posted, i.e. with hours of work and days off as posted, and will first be awarded by classification seniority from within that unit. Employees, for example, may be required to bid on only full forty hour schedules. If there is no qualified employee who has submitted a bid, then the Employer may assign the schedule or fill the position by hiring from outside the bargaining unit. A minimum of two (2) schedule selections will be conducted per year. A shop steward shall attend the schedule bid process.

(i) During the airport-wide schedule selection process, the Employee must call-in or be present for their assigned selection time. A grace period of a maximum of ten (10) minutes from the start of the Employee's assigned selection time will be granted. At the expiration of the ten (10) minutes, the next senior Employee assigned to select will be allowed to select their bid. If an Employee does not submit a bid within ten (10) minutes of the start of their assigned selection time, they will be allowed to select a bid at the time at which they call-in or show up, but will not be allowed to displace a less senior Employee whom may have already selected as a result of the senior Employee not selecting a bid at their assigned selection time.

(b) The parties recognize that the Employer's online scheduling program is the official method of communication with regards to posted schedules, schedule changes, Manager approvals, and any other scheduling or Employee specific communication. To accommodate those employees who do not have access to the Employers online schedule, the Employer will post a copy of the schedule and available shifts within the units, in accordance with Article 7.6c. When the Employer makes changes to the posted schedules, the Employer will make every reasonable effort to communicate such changes to any affected employee(s). ~~The Employer will communicate the change in person to any affected employee(s) if such employees are at the work site at the time of the schedule change. If the affected employee(s) are away from the work site at the time of the schedule change, the Employer will telephone any such employees in order to communicate the changed schedule.~~ Employees who request to swap shifts, must submit requests through the online scheduling program and it must be approved by a Manager before it's considered official.

(c) The Employer will post the schedule no later than ~~Tuesday-Friday~~ in any given week for schedules beginning ~~Friday-Wednesday~~ of ~~that same week~~ the following week.

### **7.7 Permanent Unit Closing or Layoff:**

In the event of a permanent unit closing or layoff, a qualified laid-off employee, based on Company seniority, will be permitted to bump into a position with the Employer in the same classification but in a different location or in a different schedule with comparable total hours, if available, held by an employee in the same job classification with less Company seniority.

### **7.8 Bumping:**

Bumping shall not be permitted except in cases of permanent unit closing or layoff. In such cases, bumping shall be permitted as follows: within the same job classification, to a job classification where the employee previously worked, or to an entry-level position (defined as food service worker or utility) that the employee is qualified to perform. An employee with sufficient company seniority may bump another employee with less company seniority within the same job classification in the same or a different unit. After bumping has finished, scheduling within the unit shall be based on classification seniority.

### **7.9 Recall Rights:**

Employees on layoff shall be entitled to recall for a length of time equal to their Company seniority up to a maximum of twelve (12) months, provided they keep the Company advised of their current address and telephone number(s). Notice of recall will be mailed to the employee's last known address. Employees will have ten (10) calendar days from the date the notice of recall was mailed to respond and must report to work at the time, date and location, and in the position and shift, specified in the notice of recall. An employee's request to report to work at some time other than the time specified in the notice of recall will be reasonably considered, but any such request is subject to the needs of the business and the timeliness of the employee's response to the notice of recall. At the time of layoff, employees desiring recall shall complete and submit an information sheet identifying positions for which they are qualified, positions for which they wish to be considered for recall and their current address and telephone number(s) to remain eligible for recall.

### **7.10 Same Date Seniority:**

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

### **7.11 Notice of Recall:**

Notice of recall shall be sent by registered mail to the employee's last known address on file with the Employer. It is the employee's responsibility to maintain up to date address information on file with the Employer.

### **7.12 Breaks in Seniority:**

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

- a. Voluntary quit;
- b. Discharge for cause;
- c. Failure to return to work in accordance with the terms of an approved leave of absence;
- d. Layoff for a period of twelve (12) months;
- e. Failure to return to work within ten (10) calendar days after receipt of notice by certified mail of recall from layoff as discussed in Article 7.9 above. Where the Employer has provided more than ten (10) calendar days of notice, failure to return to work within one (1) day of the noticed return date shall constitute a break in seniority
- f. Continuous absence from work because of illness or injury for twelve (12) months;
- g. Knowingly applying for unemployment compensation benefits while on a medical or personal leave of absence;
- h. Other causes set forth in this Agreement.

## **ARTICLE 8 DISCHARGE, DISCIPLINE AND PROBATIONARY PERIOD**

### **8.1 Probationary Employees:**

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

### **8.2 Discipline:**

The Employer agrees to discipline and discharge only for just cause. The Company recognizes the theory of corrective, progressive discipline. Progressive discipline will include a First Progressive Counseling, a Second Progressive Counseling, a Final Progressive Counseling, and then Dismissal. This progression will only include the preceding twelve (12) months.

There shall be three separate progressive disciplinary tracks, one for attendance, one for cash handling, and another for other conduct.

Certain offenses are considered so serious as to constitute just cause whereby an employee may, at the discretion of the Employer, be discharged immediately. A non-exhaustive, but illustrative list of examples of such offenses constituting just cause includes, but is not limited to, the following:

- a. Drinking of alcoholic beverages or being under the influence of, in the possession of, or sale of alcoholic beverages or drugs on Employer time or premises. (Drugs are defined as any narcotics, depressants, stimulants, dangerous drugs or hallucinogenic drugs considered dangerous by the U.S. Dept. of Justice, Bureau of Narcotics and Dangerous Drugs. Prescription drugs are exempt.)
- b. Physically fighting on the premises of the Employer, the client, and/or surrounding areas including employee or facility parking lots.
- c. Falsification of records such as medical forms, or employment applications, time cards, schedules, attendance records or clocking in or out another employee or requesting another employee to clock you in or out.
- d. Willful or unreasonable destruction or theft of Employer's property.
- e. No show-no call of two (2) successive days or on more than three (3) occurrences in a rolling twelve (12) month period.
- f. Possession of firearm(s) or illegal weapon(s) on the Employer's or client premises and/or during work time.
- g. Manipulation of checks with intent to defraud either the Employer or a customer or mishandling of Employer's funds.
- h. Negligence, horseplay, or recklessness resulting in a serious accident while on duty.
- i. Gambling or sleeping while on duty.
- j. Violating the Employer's equal opportunity and/or racial or sexual harassment policies.
- k. Insubordination or refusing to obey a directive of a manager or supervisor.
- l. Arguing with or using profane or abusive language directed at management or customers, or at a fellow employee in the presence of customers.
- m. Conviction of a felony in a court of law.
- n. Knowingly serving unsafe or unsanitary food. If employees are required by management to serve such food, employees should contact a supervisor or the corporate office immediately.

Failure to clock in or out for the unpaid breaks mentioned in Article 11.6 shall be subject to progressive counseling.

Employees who fail to adhere to Au Bon Pain brand standards shall be subject to discipline up to and including discharge.

## **Absences and Tardiness**

### Planned Absence:

Employees planning to be absent from work for personal reasons, must schedule PTO according to the provisions of section 13.2.

Unexpected Absence:

If, because of illness or some other compelling personal reason, an employee may be absent the employee must follow the provisions of section 13.2 related to scheduling emergency PTO. To avoid discipline an employee must:

(a) Report the situation to a supervisor as early as possible or two (2) hours before the beginning of the employee's scheduled shift each day the employee is absent.

(b) If the employee is unable to speak to a supervisor, the employee must leave a message for the supervisor.

(c) The employee must continue to call until the employee speaks to a supervisor in person.

In the case of illness or accident, a doctor's note may be required before or on the day the employee returns to work.

Unexcused absences or tardiness may lead to termination of employment.

Reporting Late to Work.

If, because of illness or some other compelling personal reason, an employee may be late to work, the employee must:

(a) Report the situation to a supervisor as early as possible or two (2) hours before the beginning of the employee's scheduled shift each day the employee is late.

(b) If the employee is unable to speak to a supervisor, the employee must leave a message for the supervisor.

(c) The employee must continue to call until the employee speaks to a supervisor in person.

An employee is considered to be late whenever the employee is not at his or her workstation at the scheduled time. Due to Security Regulation and screening, employees will be permitted a ten (10) minute grace period. Employees must call a Supervisor to report the delay. "On time" means in uniform and ready for production. This includes, but is not limited to, taking longer than normal lunch breaks, too many breaks during the day, showing up late or leaving work early.

Occurrences.

The Employer will count occurrences, not the individual number of days an employee is absent or the amount of time an employee is late for work. For example, if an employee is sick with the flu and is absent for three (3) days, this period will only count as one (1) occurrence and not three (3). Reporting late to work is considered one (1) occurrence.

No occurrence over one year old may be used in the progressive discipline schedule.

Progressive discipline for violating this policy is based on the following schedule:

If employed less than 90 days:

1 occurrence	Final warning
2 occurrences	Termination

If employed more than 90 days:

1, 2, or 3 occurrences	Written warnings
4 occurrences	Final warning
5 occurrences	Termination

### 8.3 Representative At Disciplinary Meeting:

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

### 8.4 Warning Disciplinary Notices:

(a) Written disciplinary notices (written warnings, suspensions and terminations) issued to employees must specify the events or actions for which the notice is issued. Written disciplinary notices (written warnings, suspensions and terminations) shall be issued to employees within five (5) working days, excluding Saturdays, Sundays, holidays, paid time off, sick leave, leave of absence, or any other authorized leave, of the event or action for which the written disciplinary notice is issued or within three (3) working days, excluding Saturdays, Sundays, holidays, paid time off, sick leave, leave of absence, or other authorized leave, after the Employer first became aware of such event or action.

(b) Warning notices shall not be used as a basis for discipline after a period of twelve (12) months. Suspensions shall not be used as a basis for discipline after a period of twelve (12) months.

## **8.5 Investigatory Suspensions:**

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

## **8.6 Shoppers Report:**

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

- A. Employees shall be informed during their training of the Airport and Employer’s use of shoppers.
- B. The Employer’s shoppers shall provide factual reports of their observations of customer service situations and cash handling transactions. The Employer’s Shoppers shall not use methods which would intimidate or confuse employees. The Employer shall not employ shopping services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports.
- C. Employees and the Union will, on request, be shown copies of any shopper reports which are retained in the employee’s personnel file.
- D. The Employer will inform the employee as soon as practicable of a shopper’s report that may result in disciplinary action.

## **ARTICLE 9 CASH HANDLING**

The Cash Handling Policy attached as Appendix “B” shall apply to all employees in the classifications listed in the policy.

## **ARTICLE 10 GRIEVANCE PROCEDURE AND ARBITRATION**

### **10.1 Grievances:**

The term “grievance” as used herein means any alleged violation, misinterpretation or misapplication of this Agreement and may be raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees covered by this Agreement or by the Employer. The claims covered by this Article include, but are not limited to, claims covered by the National Labor Relations Act, claims alleging a unilateral change in the terms and conditions of employment, or any claim for an alleged violation, misinterpretation or misapplication of this Agreement.

### **10.2 Time Limits:**

The parties agree that grievances must be processed and resolved as expeditiously as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. To that end, failure to meet the time limits by the grieving party at any step of the grievance procedure as outlined in this Article shall be deemed to be an abandonment and waiver of the grievance. Failure to meet the time limits by the party against whom the grievance is filed at any step shall be deemed to be a waiver of that requirement of the grievance procedure by both parties and the moving party may move on to the next step. Time limits may be waived by mutual agreement of the Employer and the Union.

### **10.3 Process and Steps:**

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

#### **Step One (Employee and General Manager):**

Any employee believing he/she has suffered a grievance, shall, with the assistance of a union representative, discuss the matter with his/her immediate supervisor. In order to be a legitimate grievance, the issue must be discussed within ten (10) calendar days of its occurrence. The General Manager shall give a written reply within five (5) calendar days of submission of the grievance.

#### **Step Two:**

If the grievance is not resolved after Step 1, then within five (5) calendar days of the answer, the grievance shall be reduced to writing using the grievance form attached hereto as Appendix E and provided by the Union Representative or Shop Steward to the General Manager. The written grievance should list the specific provision(s) of this Agreement alleged to have been violated and the remedy sought. Within five (5) calendar days of the grievance being filed in writing, a meeting shall occur between the General Manager, the regional Human Resources representative, the Union Representative, Shop Steward and the grievant in an effort to resolve the grievance. The regional Human Resources representative shall provide a written response within five (5) calendar days of the meeting.

#### **Step 3 Optional (Mediation):**

Prior to the grievance being submitted to arbitration, the Union or the Employer may file a written request for a Grievance Mediation. The Grievance Mediation if agreed upon by both parties to this Agreement shall be held within thirty (30) calendar days of the written request. In the event the Employer and the Union cannot agree upon a mediator, either or both parties may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of 5 names. The parties shall alternately strike names from the list until one



(1) name remains, with the Employer striking first. The remaining person shall be the mediator. Such procedure shall apply in each case. Mediation of grievances shall be governed by the following rules:

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

As an alternative, by mutual agreement in advance of the Grievance Mediation hearing, the neutral third (3rd) person may be designated a mediator/arbitrator who will attempt to mediate the dispute. When this occurs, in the event a mediated settlement cannot be reached, the decision of the mediator/arbitrator shall be binding on both parties.

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

#### **Step Four (Principals Committee):**

In the event that the grievance cannot be settled in Step Two or through Mediation, the matter shall be referred to a Principals Committee for consideration. The Principals Committee shall consist of equal numbers of representatives from each party, not to exceed a total of ten people, unless the parties agree otherwise. The Principals Committee will consider the grievance within thirty (30) calendar days of the completion of step two or mediation, unless the parties agree to provide more time.

### **Step Five (Arbitration):**

In the event that the grievance cannot be settled in Step Four, the matter shall be referred to an arbitrator by the Union or by the Employer for determination within thirty (30) days from the meeting of the Principals Committee in Step Four. Due notice of submission to arbitration shall consist of written notice to the Employer if the issue is raised by the Union, or if the issue is raised by the Employer, written notice to the Union.

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

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

### **10.4 Sole and Exclusive Remedy:**

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

### **10.5 Arbitration Awards:**

All claims for wages lost because of unjust suspension or discharge shall be limited in the amount, if any, agreed to by the Employer and Union or ordered by the arbitrator if taken to arbitration, but, in any event, less any unemployment compensation unless repayment of unemployment compensation is required by law (after final determination by the State) and less other compensation that the grievant may have received from any source intended to replace income the grievant lost from the Employer during the period for which back pay is claimed.

### **10.6 Employer Grievances Filed With The Union:**

In the case of grievances submitted by the Employer, the grievance may be, as an alternative in the Employer's discretion, submitted directly to the International Union. The International Union will respond within thirty (30) working days, after which the Employer may submit the grievance to final and binding arbitration within twenty-one (21) additional calendar days.

**ARTICLE 11            WORK TIME (INCLUDING HOURS OF WORK, OVERTIME,  
WORKING CONDITIONS)**

**11.1 Work Schedules:**

Work schedules are based on lease requirements and customer and operational needs. Employees shall be scheduled as provided in the seniority provisions of this Agreement. The Employer may use part-time schedules as needed.

**11.2 Clocking Out:**

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

**11.3 Employees:**

Employees who regularly work thirty-two (32) or more hours per week are considered full-time employees. Normally, full-time employees will be scheduled for up to forty (40) hours per week consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days as determined by management and if available. This does not constitute a guarantee of hours.

Employees who regularly work less than thirty-two (32) hours per week will not be eligible for benefits, including, but not limited to, medical, dental, or vision benefits except where specifically provided elsewhere in the Agreement.

Part-time employees will retain and accrue seniority as provided in Article 7 of this Agreement. The Employer will endeavor to establish as many 40-hour positions as possible consistent with its business needs.

For employees working four (4) days-ten (10) hours per day schedule, payment of benefits shall be ten (10) hours per day.

**11.4 Overtime:**

Over Forty (40) Hours in Payroll Week.: Employees will be paid one and one-half (1½) times their regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one payroll week.

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

**(b) Notification:** Unforeseen flight schedules or arrivals may affect the Employer's ability to provide advance notice of overtime. Employees working overtime

shall be permitted to make necessary notification to their homes and families. The Employer will endeavor to provide two (2) hours notice whenever possible to employees required to work past their scheduled shift.

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

(d) **No Pyramiding:** There shall be no pyramiding of overtime or premium pay under the terms of this Agreement and under no circumstances will more than one (1) basis of calculating overtime or premium pay be used for the same hours. This does not apply to overtime hours worked on a holiday.

**(e) Maximum Allowance: No employee shall be allowed to work more than sixteen (16) hours of overtime in one (1) week. In the event that an employee reaches their maximum during the week, the next senior employee will be offered the available overtime.**

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

### **11.5 Successive Shifts:**

Employees may be required to work two (2) shifts in succession due to the demands of the business.

### **11.6 Breaks:**

Employees shall receive a 15-minute paid break period for every 4 hours worked. Employees working 7.6 or more hours shall be assigned by the Employer a 30-minute unpaid lunch break at a time that works for the business and consistent with applicable law. The Employer will endeavor to staff the operation accordingly to distribute breaks. Tipped employees may voluntarily opt-out of breaks.

### **11.7 Early Release:**

All voluntary Early Releases will be done in seniority order consistent with efficient operations and business needs.

## **ARTICLE 12            COMPENSATION**

### **12.1 Wage Rates:**

Employees shall receive wages as set forth in Appendix A.

### **12.2 New Classifications:**

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

### **12.3 Cross Classification Work:**

An employee required to replace another employee in a higher paid classification shall receive the rate under this Agreement for the higher paid classification for all hours worked in the higher paid classification, provided the employee works one (1) or more hours in the higher paid classification. An employee required to replace another employee in a lower paid classification shall receive the same rate of pay as that employee would regularly receive in his or her usual classification for all hours worked in the lower paid classification. **The Company will not use a tipped employee to cover breaks or address a need within the Cook classification during a tipped employees shift, unless the employee volunteers or otherwise approves, upon the request of a manager. Whenever possible, Management will cover a non-tipped employee break with another non-tipped employee.**

### **12.4 Gratuities and Service Charges:**

All tips and gratuities received by an employee shall become the sole property of said employee. All service charges charged by the Employer shall remain the property of the Employer.

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

Employees shall be paid on a bi-weekly basis on Tuesdays before the end of their regular shift, unless applicable law requires otherwise. As long as it is permitted by law, employees may participate in the Employer's direct deposit system. Employees who do not participate in direct deposit will be paid through a pay card system administered through Money Network. In such cases, employees will be provided with access to a pay stub.

### **12.6 Paycheck Discrepancies:**

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

## **12.7 Reporting Pay:**

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

## **12.8 Meeting Pay:**

If an employee is required to attend a meeting called by the Employer, such employee shall be paid at his/her regular straight time rate for such attendance. If the meeting takes place during an employee's regularly scheduled day off or non-work time, such employee will be paid a minimum of two (2) hours or the actual time spent in the meeting, whichever is greater.

## **12.9 Maintenance of Wages and Benefits:**

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

## **ARTICLE 13 PAID TIME OFF ("PTO")**

### **13.1 Accrual of PTO:**

Full time employees begin to accrue PTO on their first day of the month following completion of the probationary period and will accrue PTO thereafter at the following rate:

- a. After completing their probationary period, Employees with less than one (1) year of service shall accrue up to three (3) days per year for their first year of employment, at the rate of 1/3 day per month.
- b. Employees with one (1) to two (2) years of continuous employment shall accrue fifteen (15) days of PTO per year, at the rate of 1.25 days per month.
- c. Employees with three (3) to five (5) years of continuous employment shall accrue seventeen (17) days of PTO per year, at the rate of 1.42 days per month.
- d. Employees with six (6) to ten (10) years of continuous employment shall accrue twenty (20) days of PTO per year, at the rate of 1.67 days per month.
- e. Employees with eleven (11) or more years of continuous employment shall accrue twenty-five (25) days of PTO per year, at the rate of 2.08 days per month.

Employees shall be credited with their full accrual each January 1<sup>st</sup>. They may use those days anytime after January 1st. However, if an employee leaves his/her employment, he/she will only be cashed out for the number of days he/she has actually accrued.

New employees shall be credited with their three day accrual upon completion of their probationary period. However, if such an employee leaves his/her employment, he/she will only be cashed out for the number of days he/she has actually accrued.

### **13.2 PTO Usage:**

**(a) Any Purpose:** PTO can be used for a vacation, holiday, sick day, personal day, bona fide injury, or any other purpose.

**(b) Scheduling:** Where possible, PTO should be planned and scheduled and approved by the Employer. Scheduled PTO must be requested seven (7) days in advance, but may not be requested more than twelve (12) months in advance. Once requested, the Employer shall give the employee a response as to whether the request will be granted or denied within five (5) days from the date requested. The Employer will grant PTO requests whenever business needs reasonably permit. Requests will be granted on a "first-come" basis, except when two (2) or more employees request PTO on the same day and not all requests can be granted, in which case classification seniority will be the determining factor.

In the event of illness or emergency preventing the employee from requesting PTO in advance, the employee must notify a manager of his or her intention to take unscheduled PTO no later than the start of the employee's regularly scheduled shift and explain the need for unscheduled PTO. In the event that an illness or emergency requires more than one day of time off, the employee must notify a manager of the need for additional time off no later than the start of the employee's shift on each subsequent day, unless the manager indicates otherwise. Use of PTO for bereavement purposes is solely with the discretion of management. Employees who fail to follow these procedures can be subject to disciplinary action. Moreover, use of unscheduled PTO may subject an employee to disciplinary action where the Employer has reason to suspect abuse.

**(c) Workday Increments:** Employees may take PTO in increments as small as one (1) scheduled shift or as large as ten (10) work days or longer by mutual agreement.

**(d) Rate of Pay:** PTO hours are paid at the employee's current straight time hourly rate of pay. PTO is paid on normal pay dates as a portion of the regular bi-weekly check.

**(e) Maximum Accrual:** Employees may accrue up to a total of one hundred and sixty (160) hours of PTO at any one time, after which they cease accruing PTO until they have used sufficient PTO to allow them to continue accruing PTO.

**(f) Cash Out of PTO:** Upon termination and completion of one (1) year of continuous employment, all accrued PTO in an employee's PTO bank will be cashed out at the employee's current straight time rate except if the termination is for theft.

**(g) Time Worked:** PTO will count as time worked for all health insurance and PTO accrual but not for the computation of overtime.

(h) **Holiday Pay:** Employees required to work on a designated holiday shall be paid one and a half times (1 ½) their regular hourly rate for all hours worked on the holiday. The designated holidays are: New Year's Day, Martin Luther King Jr. Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees who are at the overtime rate as a result of Article 11.4 and work on a designated holiday will receive two (2) times their rate.

## **ARTICLE 14 LEAVE OF ABSENCES**

### **14.1 Family and Medical Leave:**

#### **A. Family Medical Leave:**

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

#### **B. Additional Medical Leave:**

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

### **14.2 Pregnancy Leave:**

An employee may avail herself of a pregnancy leave of absence subject to the provisions of applicable State and/or Federal law.

### **14.3 Bereavement Leave:**

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

### **14.4 Jury Duty:**



When an employee covered by this Agreement is summoned for jury duty, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay and the regular straight time hourly rate for the regularly scheduled hours of work for up to ten (10) work days in any calendar year, unless applicable state law requires better.

#### **14.5 Personal Leave:**

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

#### **14.6 Union Leave:**

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

#### **14.7 Military Leave:**

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

#### **14.8 Expected Return Date:**

An employee on leave of absence shall be expected to return to work on or before the "Expected Return Date" set forth in his/her initial application or any subsequently granted extension. If the employee has been on a Medical, Disability or Workers' Compensation leave, such employee may be required to produce proof, before he or she returns to work, that he or she is physically able to return to duty. Upon returning to work, the employee shall be restored to his or her former position and shift (or equivalent shift) in that week's schedule. The employee shall notify the Employer forty-eight (48) hours before returning to work.

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

#### **14.9 Accrual of Benefits and Seniority:**

Accrual of benefits and seniority shall be suspended during any leave of absence except as otherwise required by applicable law. Failure to return to work at the designated

date, time and location at the end of any authorized leave of leave of absence shall result in loss of seniority rights and shall be deemed a voluntary termination.

#### **14.10 Working While on Leave:**

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

### **ARTICLE 15 HEALTH AND WELFARE**

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

### **ARTICLE 16 PENSION AND 401K**

Pension and 401k benefits shall be provided to eligible employees in accordance with the terms set forth in Appendix A

### **ARTICLE 17 UNIFORMS**

Employer shall furnish at least two (2) uniforms to its employees. Clothing considered "street wear" will not be provided by the Employer and will be required to be provided by the Employee. Each uniform or part thereof, must be returned upon termination. In the event such uniforms are not returned, the cost of any item of the uniform will be deducted from the employee's final paycheck. The Employer agrees to replace uniforms at its sole expense for normal wear and tear.

Employees who fail to wear the appropriate uniform or who arrive to work for a scheduled shift without required uniform items are subject to discipline.

Employer may create a national program to allow Employees to purchase safety shoes at a discounted price. If Employer creates such a program, employees will be able to participate in that program according to the terms of the program established in Employer's sole discretion. If Employer wishes to make participation in the program mandatory or creates any requirements for Employee shoes other than color, Employer agrees to bargain such issues with the Union.

### **ARTICLE 18 MEALS**

Employees will be entitled to receive one free sandwich per shift from Camden ~~or Camden Express~~ with premium toppings (e.g. additional proteins, avocado, etc.) being excluded from this option, or the sandwiches offered at Urban Crave, excluding burgers (burgers will be offered at the 50% discount) and premium toppings ~~from among the following selections: farm fresh egg sandwich, healthy breakfast sandwich, turkey, Mediterranean wrap, egg salad or smokehouse ham and cheddar.~~ In the alternative, employees will be entitled to receive one meal per shift from any one company operated outlet except Le Grand Comptoir at a 50% off retail discount. Dessert items, gourmet snacks items at Camden or Camden Express, and items from the children's menu

are not included in the discount and are only available at full menu price. All employees will be entitled to complimentary fountain beverages, brewed coffee and tea during their shift. All other bottled beverages such as sports drinks, bottled water, bottled juices, beer, wine, and alcohol will not be included in the Meal discount. Specialty coffees and teas are also not included in the meal discount.

Employees must have their selected item(s) with them at the time of purchase; items must be paid for prior to consumption; employees are not permitted to portion, price, ring up, or bag their own purchases; employees must retain their receipt until the end of their scheduled shift; receipts are subject to inspection by management at any time during the employee's shift; employees will be required to clock in and out for meal periods; and employees must consume their meals in approved areas.

## **ARTICLE 19           ALCOHOL AND DRUG ABUSE POLICY**

19.1 The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its clients, customers and employees. Work for the Employer must be performed by employees who do not use illegal drugs or misuse alcohol. Drugs are defined as any narcotics, depressants, stimulants, dangerous drugs or hallucinogenic drugs considered dangerous by the U.S. Dept. of Justice, Bureau of Narcotics and Dangerous Drugs. Employee's prescription drugs are exempt.

19.2 The Employer may adopt a policy permitting testing for drug and/or alcohol use for probable cause, or as required by its clients and other third parties having jurisdiction over the facility or by applicable law.

## **ARTICLE 20           SUCCESSORSHIP AND SUBCONTRACTING**

### **20.1. Change of Ownership:**

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

### **20.2. Binding on Successors:**

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

### **20.3. Subcontracting limited to DBE's:**

The Union recognizes that the Employer is subject to requirements imposed by various Federal, State and local laws and regulations, through the Airport, to subcontract to businesses owned by socially and economically disadvantaged individuals (DBE's). The Employer agrees that it will only subcontract to DBE's and only to the extent actually required by the Airport or by its agreement with the Airport reached as part of a bidding process in order to meet compliance standards with those laws and regulations referenced above.

## **ARTICLE 21 NO STRIKE/NO LOCKOUT**

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

## **ARTICLE 22 SECURITY**

### **22.1 Entries and Exits:**

The Employer reserves the right to establish specific entry and exit sites at its facility to be used by its employees at all times. Once established, the employees shall be notified in writing.

### **22.2 Employment Suitability:**

The Union understands that the Employer is subject to direction from their clients and other third parties with jurisdiction over the facility regarding background checks, pre and post employment drug testing, etc. If a governmental agency such as the Transportation Security Administration determines that an employee of the Employer is unacceptable, the Employer has no recourse but to terminate their employment.

### **22.3 Inspections and Lockers:**

Lockers (if any), employee handbags, and employee carry bags and similar items may be subject to inspection in the rare instance in which there is determined to be a facility-wide problem with theft (i.e. demonstrable evidence of product shortages or shrinkage). Whenever possible, a steward will be present at the time of inspection. Neither this provision, nor any other herein, shall be read to require the Employer to provide lockers to employees.

### **22.4 Parking:**

The Employer shall pay the full cost of Employer approved parking for all employees.

## **ARTICLE 23 HEALTH AND SAFETY**

At the request of either party, there shall be established a joint labor/management safety committee in any particular unit to discuss any health and safety problems.

The Company and the Union shall cooperate to further the goal of maintaining safe and sanitary working conditions. The Company may hold safety meetings with required attendance by every employee covered by this Agreement, on work time, as a means of improving safety and educating employees in safe practices. A Union Representative may attend such meetings.

The Company and the Union recognize the importance of a safe and violence free work environment. In this regard, both parties agree to work cooperatively to prevent and address potential work place violence issues.

The Company will maintain proper working equipment in a safe manner and routinely inspect the working facilities to meet this requirement.

## **ARTICLE 24 SEPARABILITY AND SAVINGS**

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

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

## **ARTICLE 25 TERM OF THE AGREEMENT**

This Agreement shall become effective on ~~November 1, 2014~~April 1, 2019 (the "Effective Date") and shall remain in full force and effect through and including March 31, ~~2019~~2022. This Agreement shall continue from year to year thereafter unless either party gives written notice with proof of receipt to the other party, to be received no more than ninety (90) days nor less than sixty (60) days prior to initial expiration or any yearly anniversary date thereafter, of intention to reopen or modify this Agreement. This Agreement may only be amended, supplemented, rescinded, or otherwise altered by mutual agreement in writing between the Employer and the Union.

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

IN WITNESS WHEREOF, the parties hereto executed and signed this Agreement as of the ~~10th~~1st day of April, ~~2015~~2019.

**SSP AMERICA**

**UNITE HERE! LOCAL 362**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX "A"

### WAGES

#### PAY SCALE

<b>JOB</b>	<b>4/3/2019</b>	<b>10/2/19</b>	<b>4/1/2020</b>	<b>9/30/2020</b>	<b>3/31/2021</b>	<b>9/29/21</b>
FOOD SERVICE WORKER	\$12.55	\$13.05	\$13.35	\$13.55	\$13.85	\$14.05
BAKER	\$17.55	\$18.05	\$18.35	\$18.55	\$18.85	\$19.05
UTILITY	\$14.55	\$15.05	\$15.35	\$15.55	\$15.85	\$16.05
CASHIER	\$12.05	\$12.55	\$12.85	\$13.05	\$13.35	\$13.55
PREP COOK	\$12.55	\$13.05	\$13.55	\$13.75	\$14.05	\$14.25
LINE COOK	\$13.00	\$13.50	\$13.80	\$14.00	\$14.30	\$14.50
SPECIALTY COOK	\$13.50	\$14.00	\$14.30	\$14.50	\$14.80	\$15.00
PORTER	\$12.55	\$13.05	\$13.35	\$13.55	\$13.85	\$14.05
DISHWASHER	\$12.05	\$12.55	\$12.85	\$13.05	\$13.35	\$13.55
BARTENDER	\$6.48	\$6.48	\$6.73	\$6.73	\$6.98	\$6.98
SERVER	\$5.98	\$5.98	\$6.23	\$6.23	\$6.48	\$6.48

#### HOURLY RAISES

<b>Job Category</b>	<b>4/3/2019</b>	<b>10/2/19</b>	<b>4/1/2020</b>	<b>9/30/2020</b>	<b>3/31/2021</b>	<b>9/29/21</b>
Non-Tipped	\$0.50	\$0.50	\$0.30	\$0.20	\$0.30	\$0.20
Tipped	\$0.50	--	\$0.25	--	\$0.25	--

#### NEW HIRE EMPLOYEES

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

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

There shall be a reopener that either party may elect prior to the opening of any new permanent outlets at which the parties will negotiate wage rates for any new classifications to be added and any wage increases for tipped employees.

There will be a tip jar at every cash register for non-tipped employees to share per shift. The tip jars must be professional and not contain any graphics or messages. Management will not be responsible for distributing any tips received.

Bartenders and Servers to the LeGrand Comptoir Unit will receive the applicable scale rate upon hire, plus a \$0.50 per hour premium.

## **HEALTH AND WELFARE**

The Company agrees to commence contributions for eligible employees who elect contributions upon the earlier of: (a) the first of the month following two (2) months of employment or (b) completion of one thousand (1000) hours of service.

### **MEDICAL**

All eligible employees employed as of the effective date of this Agreement and all eligible employees hired after the effective date may participate in the UNITE HERE! Food Service Plan II Gold Plan. The Employer agrees to execute participation documents required by UNITE HERE! Health that are necessary to effectuate participation in the said insurance program. The Employee contributions will be fifteen percent (15%) of the premium for individual coverage with the Employer paying eight-five percent (85%). For plus one and family coverage, the Employee's contribution shall be twenty-five percent (25%) of the premium, with the Employer paying seventy-five percent (75%)

The open enrollment will be in November each year so that eligible employees may enroll in this plan.

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

### **TOTAL MAXIMUM MONTHLY PREMIUMS FOR UNITE HERE! PLAN**

<u>Effective Date</u>	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>
Employee Only	\$674.88	\$674.88	TBD
Employee + Sp	\$1439.34	\$1439.34	TBD
Employee + Ch	\$1125.74	\$1125.74	TBD
Family	\$1,999.10	\$1,999.10	TBD

### **DENTAL**



Employees may participate in the Employer's dental plan under the same terms and contribution levels as other employees.

**VISION**

Employees may participate in the Employer's vision plan under the same terms and contribution levels as other employees.

**GROUP LIFE AND AD&D**

\$10,000 free Basic Life is provided at no cost to the employees.

**PENSION AND 401K**

The Employer will participate in the UNITE HERE National Retirement Fund at the contribution rates below for each covered employee.

Effective Date:	Rate for each employee:
6/1/2018	\$0.17/hour
4/1/2019	\$0.22/hour
6/1/2019	\$0.28/hour
6/1/2020	\$0.34/hour
6/1/2021	\$0.40/hour

The Employer agrees to execute participation documents required by the Retirement Fund that are necessary to effectuate participation in the said fund. Copies of these documents have been provided to the Employer.

Employees who have not met the eligibility requirements as of 4/1/2019 and all new hires on/after 4/1/2019 will be deemed eligible after six (6) months of continuous service.

Eligible employees may also enroll in the Employer's 401k plan under the terms of the Plan.

## **APPENDIX “B” CASH HANDLING POLICY**

SSP has established correct procedures to follow when handling cash and/or cash equivalents. Cash-handling associates (includes all hourly associates, bankers, Administrative Assistants, and management associates) receive the appropriate procedures during their orientation and training.

Mishandling and/or non-compliance with accounts, daily cash handling procedures, cash logs, cash handling forms, and drop procedures is a violation of SSP policy and can be grounds for immediate termination. In addition, in some states this would be a violation of state law and can be grounds for immediate termination as well as criminal prosecution.

All cash and cash equivalents are the property of SSP and are subject to audit by any authorized CHS/SSP representative at any time.

Cash Shortages/Overages and Procedural deficiencies – the following infractions will result in discipline:

Each event/incident of a cash discrepancy (overage or shortage) of over five dollars (\$5.00) and up to twenty dollars (\$20.00) will result in progressive discipline. If an Associate receives progressive discipline under this paragraph at least two (2) times within the same twelve (12) month period, the Employer will provide the Associate with further training on cash handling procedures.

Any single event/incident of a cash discrepancy (overage or shortage) of more than twenty dollars (\$20.00) and up to fifty dollars (\$50.00) will result in a final written warning. The Employer will provide further training on cash handling procedures for any Associate who receives a final written warning pursuant to this paragraph.

Significant and/or repeated cash or procedural discrepancies (overage or shortage) will be subject to progressive discipline up to and including termination.

Any single event/incident of a cash discrepancy or more than fifty dollars (\$50.00) will result in disciplinary action up to and including termination.

Repeated cash variances in any amount (over or short) will be subject to progressive discipline up to and including termination.

Repeated procedural deficiencies will be subject to corrective action, which may range from a written warning to termination.

### Precautions for Handling Cash

The following precautions shall be observed to guard against cash losses:

- Keep the cash drawer neat and orderly and in balance at all times.
- Arrange currency according to denominations in separate compartments.
- Do not keep excess cash in the cash drawer. Call a Manager for a cash pick up.
- When giving a customer change, first count out the coins to the nearest dollar, then count the bills.
- Count the cash twice before paying out; once when removing it from the cash drawer, and again as it is given to the customer.
- Never count currency directly into the cash drawer. Always place it on the counter, away from the customer's reach, and count. Do not put their money away until the exact change is verified. Then, place the customer's payment in the proper compartments of the cash drawer. Keeping the money in sight until the transaction is completed will avoid controversies that might arise as to the amount given by the customer.
- Always close the cash drawer after the completion of each transaction.
- Concentrate on each transaction. Do not permit any distraction while handling money. If the transaction is interrupted for any reason, it should be started over.
- If there should be distractions in the midst of the count, stop, return the money to the cash drawer, and then count again. When in doubt, always make a recount.
- Always keep the cash drawer locked when left unattended.

- Be careful of new bills as they have a tendency to stick together. "Twist" the new money and if necessary, alternate a new bill with an old bill in the cash drawer.

## General Cash Handling Procedures:

### Beginning your Shift

Cash handling associates (cashiers, self-banking servers, bartenders, bankers, etc.) must confirm the amount of their cash float (cash drawer) before beginning their shift.

The cash float must be counted in the presence of a Manager and each associate must sign for his/her float at the start of his/her shift along with the Manager. Float discrepancies are to be reported immediately. Claims will not be accepted after transfer of float from management or cash room to the associate has occurred.

### During your Shift

Associates are responsible for all funds accepted including their cash float and monies collected as a result of sales transactions until the manager or authorized cash room personnel has signed for the drawer at the end of his/her shift.

Cash drawers, deposits, safes, and POS workstations may not be left unsecured at any time.

No personal items may be stored or placed in the POS area or in cashier's cash drawer.

At no time are associates allowed to share cash drawers or exchange funds between cash drawers.

If a cashier needs change it is to be obtained from the manager on duty. Servers are allowed to make change with the bartender but only after two attempts have been made to contact their manager. The bartender is responsible for their own bank.

All sales must be entered into the POS system immediately upon transaction. Each transaction must be entered separately. The cash drawer must be closed after each payment of a sale.

The cash drawer must not be open at any time other than during an actual transaction. (Unless approved by manager/supervisor during POS emergency.)

Currency denominations of \$50.00 or \$100.00 bills must be checked with a currency pen. If the bill does not pass the pen then a manager will be contacted and a different form of payment will be requested.

All excess denominations \$50.00 or higher must be kept under the cash tray in the drawer. (i.e. over five 20's).

No change may be given from an associate's personal monies, except with self-cashiering servers.

All monies are to be maintained and kept in the cash drawer. No loose change or monies are to be left on counters or on top of the workstations or bars. Bartenders will keep all monies in the drawer and "settle up" at the end of their shift.

No products are to be given away free to customers. Any 'gifting' or unauthorized discounting will be considered a misappropriation of funds. (Unless approved by the General Manager).

Cashiers must give a receipt to every guest. Checks must be placed in front of guests seated at the bars or service counters. A receipt must accompany all non-monetary transactions i.e., meal vouchers, employee meals and must be signed by the associate and attached to the complimentary voucher. All transactions will be reconciled against the associate's End of Shift report.

Amounts settled to meal vouchers in excess of approved voucher limit or to unapproved items will be considered a shortage.

An over or under ring will not be allowed unless it is corrected, recorded and verified by a Manager or Supervisor and signed by the Manager or Supervisor.

#### End of Shift

Associates may not generate register reports of any type, unless authorized by management.

Closing register readings must be taken by the Manager/Supervisor at the close of each shift.

The associate must then count and balance the cash in the register in the presence of the Manager/Supervisor who will take a register reading and compare the cash received to the reading.

Each associate's deposit and cash float must be counted and organized at the end of the shift. Associate completes Cash Envelop for deposit(s). Bills of the same denomination must be put together, tied together with a rubber band with higher denominations on top.

Deposit money must be placed in the bags provided each day. The deposit bag is to be sealed and signed by the associate across the seal and witnessed by a manager before dropping the deposit into the safe or transferring ownership to the unit manager, management designee or authorized cash room personnel.

Money may never be transported in a pocket or personal property at any time.

Both Manager/Supervisor and associate must count and sign for the monies. Both parties must witness and sign the drop form.

Credit card receipts, vouchers with attached sales receipts; void transactions and attached receipts must be placed in the Media envelope.

#### Error Corrects:

Associates are responsible for correct keying of a transaction. Error Corrects will be tracked on a daily/weekly basis through the Micros system. Any number of Error Corrects exceeding the 2% of sales threshold measured on a weekly basis will result in formal written documentation in accordance with Article 8.2. Any occurrences within 12 months following the first written warning will result in further discipline according to Article 8.2, including termination where appropriate. In addition, error corrects of an anomalous dollar amount (i.e. significantly higher than average) may subject an employee to disciplinary action pursuant to Article 8.2. Re-training on the Micros system will be held for any Associate after they receive their first discipline under this policy.

#### Open Tickets/Ticket Times:

All transactions/tickets must be closed to a tender at the completion of service. "Open" or held checks are not allowed. Associates working in Full Service units must close out guest receipts as soon as the guest leaves the restaurant. Cashiers in QSR Units are not allowed to ring consecutive transactions on one

ticket. A check is not allowed to be held open more than 30 minutes after the guest leaves.

Reprinting and splitting tickets:

Associates are allowed to re-print or split a ticket only one time in a full service restaurant. They cannot reprint (or split) additional checks without management approval. Violation will result in progressive disciplinary action pursuant to Article 8.2.

Failure to follow the appropriate cash handling procedures can have dire consequences. The company operates a zero tolerance policy regarding cash handling and failure to comply with these procedures will result in disciplinary action up to and including termination. In addition to termination of employment, the company may prosecute offenders if there is evidence of fraud, theft, or misappropriation of funds.

#### **CASHIER DECLARATION/AGREEMENT**

I, the undersigned, have read and understand the cash handling procedures detailed above. I further understand and acknowledge that the company operates a zero tolerance policy regarding cash handling and that failure to comply with these procedures will result in disciplinary action up to including termination. I further recognize that in addition to termination of employment the company will prosecute me if there is evidence of fraud of misappropriation of funds.

## **APPENDIX C**

~~\_\_\_\_\_The parties agree that there shall be two seniority units within the airport for purposes of the CBA. Le Grand Comptoir shall be one of the seniority units. All outlets other than Le Grand Comptoir shall constitute the second seniority unit.~~



## **APPENDIX DC**

Employees' disciplinary records for events occurring before the date the Union was recognized (August 25, 2008) shall be cleared and not be used as the basis for future discipline.

The Union may designate up to five (5) Shop Stewards for the Orlando Airport.