

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SSP AMERICA**

**AND**

**UNITE HERE INTERNATIONAL  
(GEORGE BUSH INTERCONTINENTAL AIRPORT)**

**Effective October 1, 2011 through September 30, 2014**

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## **AGREEMENT**

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

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 IAH 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 the purposes of this Agreement, a "Seasonal Employee" is an employee hired to work for a short period of time, not to exceed ninety (90) consecutive days. In the event that the employment of a an employee hired to be a "Seasonal Employee" exceeds ninety (90) 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 or in the event no bargaining unit member is available to perform the work despite reasonable efforts to assign a bargaining unit member to perform the work. 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) The Employer agrees to deduct each month Union dues, assessment or service fees (excluding fines and initiation fees) from the pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the fifteenth day of the each month the Employer shall remit to the designated financial officer of the Union the amount of deductions made for that particular month, together with a list of employees and their Social Security numbers for whom such deductions have been made.

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

### **2.2 Hire From Any Source:**

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

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

### **2.3 Orientation:**

Within five (5) days following new employee(s) being hired by the Company, the Union will be provided with the name, classification, address and hire date of said new bargaining unit employee(s). If the Company regularly schedules orientation sessions, the Union shall be notified 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. In case there is no orientation session, a union representative or Shop Steward shall be afforded the right to meet with all new hires for a maximum of thirty (30) minutes within ten (10) calendar days of the new employee's first work shift. Any new employee(s) will be paid for time spent in shop steward meeting described herein. No shop steward, however, will be paid for time spent in such meetings. In addition, shop stewards may not attend such a meeting when scheduled to work. The Company will arrange a private location for this meeting.

## **2.4 Union Dues:**

To permit the Union to properly and efficiently carry out its responsibilities, the Employer shall provide the following information to the Union:

(a) By the tenth (10th) day of each month, a list of all employees hired into the bargaining unit or transferred into the bargaining unit during the preceding month, including each employee's name, social security number, department, job title, home address, phone number, gender, status (full time, part time, etc.), date of hire, date of birth and ethnicity.

(b) By the tenth (10th) day of each month, a list of all bargaining unit employees terminated, placed on leave of absence or transferred out of the bargaining unit, during the preceding month including each employee's name, social security number, the reason for such termination, leave of absence or transfer and the date(s) of such personnel transactions, and the expected date of return for leaves of absence.

(c) The reports described in subsections (a) and (b) shall be sent to the Union by fax or mail or downloaded from the Company's FTP site by the Union or uploaded by the Company to the Union's FTP site or via email; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network.

(d) The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, job title, home address, phone number, status (full time, part time, etc.) and date of hire, date of birth and ethnicity. Data regarding employee ethnicity will not be shared with any person, media or entity outside the Union and employee benefit funds. The Union agrees to sign a confidentiality form pertaining to the use of such data. This report shall be in an Excel spreadsheet or in a formatted text format like .csv format, containing header information in any one of the following media:

1. Downloaded by the Union from the Company's FTP site;
2. Uploaded by the Company to the Union's FTP site;
3. Via e-mail transmission (See 4.02(c) above);
4. CDROM.

## **2.5 Voluntary Political Deductions:**

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

The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a

list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, 11th floor, New York, NY 10001, Attention Treasurer.

## **2.6 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 C. The Union shall advise the Employer in writing as soon as practicable of the names of the employees who it appoints to act as Union Stewards. The Employer shall not be required to recognize any employee as a Union Steward until and unless it has received the aforementioned written notification. Union stewards shall be considered representatives of the Union, and they may carry out their duties in any terminal. Union stewards agree to conduct their Union duties 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.

## **2.7 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.

## **2.8 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.

## **2.9 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.

## **2.10 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 in advance of posting and shall not contain inflammatory or defamatory text toward the Employer, its representatives or the Employer's client.

## **2.11 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. The company will inform the Union on a quarterly basis about all new surveillance systems implemented. However, in cases where the Company is still timely in providing updates about surveillance systems, the Union will hold the Company harmless in grievances and arbitration in cases where discipline is issued based on information gathered through electronic surveillance about which the Company has not yet informed the Union.

## **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 up to four (4) management representatives of the Company, which could include the General Manager and the regional Human Resources representative, and an equivalent number representing the Union Committee, 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, gender, 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**

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

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

### **7.1 Definition:**

The parties agree that all of the food and beverage outlets in operation on August 1, 2011, or their successors, constitute one single Unit for purposes of determining and applying classification seniority, with the following exclusions:

- Le Grand Comptoir is its own Unit.
- At the time it opens, The Palm will be its own Unit.

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.

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

The procedure enumerated in paragraph 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 satisfactory completion of their probationary periods 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. Volunteers will be solicited based on classification seniority. If the temporary vacancy cannot be filled with volunteers, then qualified employees may be assigned to cover the temporary vacancy in reverse order of classification seniority. The employer will make every reasonable effort to fill the shift with a member of the bargaining unit.

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

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

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

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

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

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

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

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

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

#### **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 Quarterly Training Opportunity**

The Employer will provide, on a quarterly basis, training for those employees wishing to learn new skills or needing to improve their already-acquired skills. Employees who successfully participate in training sessions may use newly acquired skills to satisfy qualifications for positions requiring skills they successfully master. The conduct, content, and process of training are entirely within the Employer's sole discretion. Determinations as to whether an employee is qualified for a different classification or outlet also remain within

the Employer's sole discretion, subject to grievance procedure outlined within this Agreement.

Employees may volunteer for the quarterly training sessions described herein. Employees will be paid at their regular rate for all time spent in quarterly training. If more employees volunteer for training than the Employer can accommodate, Employees will be selected for training in order of company seniority.

#### **7.7 Schedules and Schedule Changes:**

Whenever there is a major schedule change within a unit due to a dramatic change in business levels, 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 (40)-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. The Employer shall conduct bids in every unit and every classification no less than twice yearly, except with the explicit agreement of the Union.

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

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

#### **7.9 Bumping:**

Bumping shall not be permitted except in cases of permanent outlet closing or layoff. In such cases bumping shall be permitted as follows: within the same job classification but in a different location within the unit or in a different schedule with comparable total hours, if available, held by an employee in the same job classification within the same unit with less company seniority. If there is no less senior person within the same job classification and unit, the employee to be laid off shall be permitted to use his Company seniority to bump the least senior person in the same job classification in another unit, to a job classification in which the employee previously worked, or to an entry level position (defined as cashier) that the employee is qualified to work within the same unit.

#### **7.10 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.

#### **7.11 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.

#### **7.12 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.

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

- a. Drinking of alcoholic beverages or being under the influence of, in the possession of, or sale of alcoholic beverages or drugs on Employer time or premises. (Drugs are defined as any narcotics, depressants, stimulants, dangerous drugs or hallucinogenic drugs considered dangerous by the U.S. Department 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.

### **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 shall be asked to sit in as a witness. If no such bargaining unit person is chosen by the employee, the disciplinary meeting shall be temporarily postponed until a Shop Steward or Union Representative is available. In the meantime, depending upon the seriousness of the offense, the Employer may suspend the employee pending investigation.

### **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 D and provided by the union representative to the General Manager. The written grievance should list the specific provision(s) of this Agreement alleged to have been violated and the remedy sought. Within five (5) calendar days of the grievance being filed in writing, a meeting shall occur between the General Manager, the regional Human Resources representative, the union representative, Chief 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 International 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 five (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 forty-eight (48) 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; and
- (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 International 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.

As it is beneficial to both parties that the arbitration be held in a timely fashion, the parties agree to meet within sixty (60) days of the signing of this Agreement for the purpose of selecting a panel of three (3) arbitrators. Each side will get to select one and then a list shall be requested to FCMS prior to the meeting at which time the third one shall be selected from that list.

In the event that a grievance needs to go before an arbitrator, the following method shall be followed: A joint request shall be sent to the panel of three requesting their first available date to hear the case. The arbitrator who provides the first date shall be the one selected for that case, **except that in the event another arbitrator submits an available date no more than thirty (30) days following the earliest date, the dates shall be considered equivalent. In the event that there is a tie, the Parties may select an arbitrator by mutual agreement. If the Parties are unable to agree on an arbitrator in the event of a tie, the arbitrator who has heard the fewest cases between the Union and the Employer shall be selected. If the tied arbitrators have heard the same number of cases, the arbitrator whose last name ranks first by alphabetical order shall be selected.**

Either party may terminate their named Arbitrator or the other side's Arbitrator with a 30-day notice, and the Arbitrator will be replaced per the above selection **process**. The terminated Arbitrator will continue to hear any cases for which he was scheduled prior to the termination. Should the parties mutually agree to terminate the joint arbitrator, a new list shall be selected after a request to FMCS by the parties.

The Arbitrator shall have no authority to amend, alter, add to or subtract from this Agreement. No evidence may be presented following the close of the arbitration hearing. The issuing of an immediate decision at the hearing, with written follow-up, is hereby requested and encouraged. **If the parties elect to submit post-hearing briefs or if the Arbitrator orders the parties to do so, the briefs shall be due within thirty (30) days following the hearing (if no transcript is produced).** In any case, the arbitrator is required to render his decision in writing to both parties within thirty (30) days of the hearing **or within thirty (30) days of the submission of post-hearing briefs.**

The parties shall jointly and equally share all expenses of the Arbitrator. Each party shall, however, bear its own legal expenses and those of its witnesses to the proceeding.

#### **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 International 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. Whenever possible, an Employee's normal work schedule will have two (2) consecutive days off in each work week. The Employer may use part-time schedules as needed.

Work schedules shall be posted weekly in all outlets. For Center Bar, Camden, and Urban Crave, the schedules will be posted in the nearest outlet where there is a location to post schedules. All work schedules shall be posted no fewer than four (4) calendar days in advance of the start of the workweek.

### **11.2 Clocking Out:**

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

### **11.3 Full-Time and Part-Time 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 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; however, the Employer will strive to create as many forty (40)-hour/five (5)-day schedules as the business permits.

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.

(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.

(e) 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 four (4) hours worked. Employees working six (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.

## **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.

### **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. In such cases, employees will be provided with access to a paystub.

#### **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. Employees in tipped classifications will be paid at a rate specified in the Appendix A attached hereto.

#### **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 successful completion of the probationary period, Employees in their first year of employment will receive three (3) days after 90 days of service to be used within the hire accrual year (no carryover will be allowed). Employees hired in September, October, November, or December will receive these three (3) days in January and will not accrue any additional time.
- b. Employees with less than one year of continuous service shall accrue thirteen (13) days of PTO per year, at the rate of 1.08 days per month.

- b. Employees with one (1) to two (2) years of continuous employment shall accrue fourteen (14) days of PTO per year, at the rate of 1.17 days per month.
- c. Employees with three (3) to five (5) years of continuous employment shall accrue fifteen (15) days of PTO per year, at the rate of 1.25 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.

### 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 two (2) hours prior to 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 two (2) hours prior to the start of the employee's shift on each subsequent day, unless the manager indicates otherwise. Use of PTO for bereavement purposes is solely within 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) Non-cumulative:** Except where the law provides otherwise, PTO is not cumulative and must be used in the year in which it was deposited in the employee PTO bank. An employee may never take more than the current year's entitlement. Pay in lieu of PTO will not be allowed.

**(i) 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, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## **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 six (6) months without the mutual agreement of the Employer, the Union and the employee; (b) only one employee may take such leave at any time or during any six-month period, whichever is longer; and, (c) while his/her seniority with the Employer will continue to accrue while on this leave, it shall not accrue for PTO entitlement purposes.

The Company also agrees to grant the necessary time off without discrimination and with pay to one employee designated by the Union to attend the UNITE HERE Convention (this is 5 days every 5th year), to attend a UNITE HERE Regional meeting (2 days per year) and a UNITE HERE District Meeting (2 days per year). The Union will provide the Company one (1) week's notice in each instance. The Company will further provide unpaid leave to employees to attend such conventions, meetings, and union functions as the Company determines its business requirements reasonably allow.

#### **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 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/her former position and shift (or equivalent shift) in that weeks' schedule. The employee shall notify the Employer forty-eight (48) hours before returning to work.

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 UNIFORMS**

Employer shall furnish uniforms to its employees. 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.

## **ARTICLE 17 MEALS**

Employees will be entitled to receive one meal per shift from any outlet operated by the Employer at the airport at a 50% off retail discount. Dessert items 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 fountain beverages, coffee, and tea (except bottled teas) at no cost to the employee during their shift. All bottled beverages such as sports drinks, bottled juices, beer, wine, and alcohol will not be 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; associates are not permitted to portion, price, ring up, or bag their own purchases; associates 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; associates will be required to clock in and out for meal periods; and associates must consume their meals in approved areas.

## **ARTICLE 18 ALCOHOL AND DRUG ABUSE POLICY**

18.1 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. Department of Justice, Bureau of Narcotics and Dangerous Drugs. Employees' prescription drugs are exempt.

18.2 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 19 SUCCESSORSHIP AND SUBCONTRACTING**

### **19.1. 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.

## **19.2. 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.

## **19.3. 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 20 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 21 SECURITY**

### **21.1 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.

### **21.2 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.

### **21.3 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.

### **21.4 Parking:**

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

## **ARTICLE 22 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.

## **ARTICLE 23 SEPARABILITY AND SAVINGS**

23.1 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.

23.2 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 24 TERM OF THE AGREEMENT**

This Agreement shall become effective on October 1, 2011 (the "Effective Date") and shall remain in full force and effect through and including September 30, 2014. 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 or claims which may be asserted pursuant to the grievance procedure set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of \_\_\_\_\_, 2011.

**UNITE HERE**

**SSP AMERICA**

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

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

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

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

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

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

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

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

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

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

## APPENDIX "A"

### WAGES

		Year 1 Raise	Year 2 Scale	Year 2 Raise	Year 3 Scale	Year 3 Raise
Cashier	\$8.20	\$0.30	\$8.50	\$0.35	\$8.85	\$0.45
Food Svc	\$8.40	\$0.30	\$8.70	\$0.35	\$9.05	\$0.45
Utility	\$8.35	\$0.30	\$8.65	\$0.35	\$9.00	\$0.45
Dishwasher	\$8.35	\$0.30	\$8.65	\$0.35	\$9.00	\$0.45
Prep 1	\$8.70	\$0.30	\$9.00	\$0.35	\$9.35	\$0.45
Cook 1	\$8.80	\$0.30	\$9.10	\$0.35	\$9.45	\$0.45
Front Line Cook	\$8.90	\$0.30	\$9.20	\$0.35	\$9.50	\$0.45
Prep 2	\$9.40	\$0.30	\$9.70	\$0.35	\$10.05	\$0.45
Cook 2	\$9.65	\$0.30	\$9.95	\$0.35	\$10.30	\$0.45
Sandwich Mkr	\$8.70	\$0.30	\$9.00	\$0.35	\$9.35	\$0.45
Specialty	\$10.20	\$0.30	\$10.50	\$0.35	\$10.85	\$0.45
Porter	\$8.55	\$0.30	\$9.85	\$0.35	\$9.20	\$0.45
Bartender	\$2.30	\$0.15	\$2.60	\$0.20	\$2.95	\$0.25
Wine Steward	\$2.80	\$0.15	\$3.10	\$0.20	\$3.45	\$0.25
Server	\$2.30	\$0.15	\$2.60	\$0.20	\$2.95	\$0.25

Workers who have 12 months of seniority as of 10/01/11 shall receive the full across-the-board increase and at the anniversary of the second and third years of this Agreement.

On April 1, 2012, there is an additional increase of up to \$0.25 for workers who are below scale. Workers below scale continue to receive up to a \$0.25 increase every April 1 until they are at the scale.

The learner wage is as follows:

Classification	Year 1 Learner Wage DOH	Year 1 Learner Wage 3 months	Year 1 Learner Wage 6 months	2011 Scale	Year 1 Raise	Year 2 Learner Wage DOH	Year 2 Learner Wage 3 months	Year 2 Learner Wage 6 months	Year 2 Scale	Year 2 Raise	Year 3 Learner Wage DOH	Year 3 Learner Wage 3 months	Year 3 Learner Wage 6 months	Year 3 Scale	Year 3 Raise
Cashier	\$7.45	\$7.70	\$7.95	\$8.20	\$0.30	\$7.75	\$8.00	\$8.25	\$8.50	\$0.35	\$8.10	\$8.35	\$8.60	\$8.85	\$0.45
Food Service Worker	\$7.65	\$7.90	\$8.15	\$8.40	\$0.30	\$7.95	\$8.20	\$8.45	\$8.70	\$0.35	\$8.30	\$8.55	\$8.80	\$9.05	\$0.45
Utility/Dish	\$7.60	\$7.85	\$8.10	\$8.35	\$0.30	\$7.90	\$8.15	\$8.40	\$8.65	\$0.35	\$8.25	\$8.50	\$8.75	\$9.00	\$0.45
Prep 1 (Cook 1)	\$7.95	\$8.20	\$8.45	\$8.70	\$0.30	\$8.25	\$8.50	\$8.75	\$9.00	\$0.35	\$8.60	\$8.85	\$9.10	\$9.35	\$0.45
Cook 1 (Cook 1)	\$8.05	\$8.30	\$8.55	\$8.80	\$0.30	\$8.35	\$8.60	\$8.85	\$9.10	\$0.35	\$8.70	\$8.95	\$9.20	\$9.45	\$0.45
Sandwich Mkr. (Cook 1)	\$7.95	\$8.20	\$8.45	\$8.70	\$0.30	\$8.25	\$8.50	\$8.75	\$9.00	\$0.35	\$8.60	\$8.85	\$9.10	\$9.35	\$0.45
Front Line Cook	\$8.15	\$8.40	\$8.65	\$8.90	\$0.30	\$8.45	\$8.70	\$8.95	\$9.20	\$0.35	\$8.75	\$9.00	\$9.25	\$9.50	\$0.45
Prep 2	\$8.65	\$8.90	\$9.15	\$9.40	\$0.30	\$8.95	\$9.20	\$9.45	\$9.70	\$0.35	\$9.30	\$9.55	\$9.80	\$10.05	\$0.45
Cook 2	\$8.90	\$9.15	\$9.40	\$9.65	\$0.30	\$9.20	\$9.45	\$9.70	\$9.95	\$0.35	\$9.55	\$9.80	\$10.05	\$10.30	\$0.45
Specialty Cook	\$9.45	\$9.70	\$9.95	\$10.20	\$0.30	\$9.75	\$10.00	\$10.25	\$10.50	\$0.35	\$10.10	\$10.35	\$10.60	\$10.85	\$0.45
Porter	\$7.80	\$8.05	\$8.30	\$8.55	\$0.30	\$8.10	\$8.35	\$8.60	\$8.85	\$0.35	\$8.45	\$8.70	\$8.95	\$9.20	\$0.45
Bartender	\$2.13	\$2.30	\$2.30	\$2.30	\$0.15	\$2.43	\$2.60	\$2.60	\$2.60	\$0.20	\$2.78	\$2.95	\$2.95	\$2.95	\$0.25
Wine Steward	\$2.25	\$2.55	\$2.80	\$2.80	\$0.15	\$2.55	\$2.85	\$3.10	\$3.10	\$0.20	\$2.90	\$3.30	\$3.45	\$3.45	\$0.25
Server	\$2.13	\$2.30	\$2.30	\$2.30	\$0.15	\$2.43	\$2.60	\$2.60	\$2.60	\$0.20	\$2.78	\$2.95	\$2.95	\$2.95	\$0.25

- (a) For non-tipped positions: \$0.75 below scale at DOH; \$0.50 below scale at 3 months; \$0.25 below scale at 6 months.
- (b) For bartender and server: \$0.17 below scale at DOH.
- (c) For wine steward: \$0.55 below scale at DOH; \$0.25 below scale at 3 months.

## HEALTH AND WELFARE

All eligible employees employed as of the effective date of this Agreement and all eligible employees hired after the effective date may participate in the UNITE HERE! Health Plan C. The Employer agrees to execute participation documents required by UNITE HERE! Health Plan that are necessary to effectuate participation in the said insurance program. The Employee contributions will be twenty-five percent (25%) of the premium for Years 1 and 2 of this Agreement for individual level coverage with the Employer paying seventy-five percent (75%); and twenty percent (20%) of the premium for Year 3 of this Agreement for individual coverage with the Employer paying eighty percent (80%). For higher level of coverage, the Employee's contribution for Years 1 and 2 shall be twenty-five percent (25%) and for Year 3 shall be twenty-two percent (22%).

Employees must have completed one (1) year of employment in order to be eligible to enroll for Single coverage. At that time, if an employee wishes to enroll in dependent coverage (Single Plus One or Family), the employee must agree to pay the full difference between the Employer's contribution for Single coverage and the full monthly contribution rate for Single Plus One or Family coverage (whichever is elected) as an employee co-premium. Once an employee has completed eighteen (18) months of employment, the entire monthly premium, at any coverage level, is subject to the cost split percentages noted in the chart below.

However, if after one (1) year of employment, an employee does not enroll his or her dependents pursuant to the provision above, the employee will be required to wait until the next Open Enrollment period to enroll in dependent coverage, unless they incur a special enrollment event as defined by the health plan.

Any employee currently enrolled in healthcare is immediately eligible for UNITE HERE! Health Plan C at any level of coverage without regard to above waiting periods.

## **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:

Any one incident of a cash variance (over or short) of \$5 or more will result in formal verbal warning with the unit manager.

Any two cash variance verbal warnings within a rolling ninety (90)-day period will result in a formal written warning.

Any over or short aggregate total value (for example,  $-\$5.00 + \$5.00 = \$10.00$  aggregate value) of \$20 or more within one week will result in formal written warning with the Unit Manager/General Manger or Controller.

Any incident of a cash variance (over or short) of \$5.00 or more after the first written warning will result in a second written warning.

Any over/short after a second written warning will result in termination.

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

Any one incident of a cash variance (over or short) of \$20 or more will be subject to immediate 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 his or her 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 sealable envelope provided each day. The deposit envelop is to be sealed and signed by the associate across the seal and witnessed by a manger 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.

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.

#### Voids:

Associates are required to contact the Manager/Supervisor within 60 minutes of a void transaction. The original transaction must have an explanation written on it and have the corrected transaction attached (when applicable). The two transactions should follow numerical sequence. The discrepancy will be documented on an Exception Report at the end of the shift. Voids held longer than one hour will be considered a cash shortage.

### 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.

The Union agrees to implement the cash-handling rules regarding error correct. There will be an evaluation of the rule in 90 days from the date of ratification.

### 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.

## **APPENDIX "C", SHOP STEWARDS**

The Union may designate up to \_\_\_\_\_ Shop Stewards for the George Bush Intercontinental Airport Houston.

**APPENDIX "D", SSP AMERICA/UNITE HERE GRIEVANCE FORM**

<b>Employee Name</b>	
<b>Location</b>	
<b>Unit</b>	
<b>Grievance Submission Date</b>	
<b>Shop Steward Submitting Grievance</b>	
<b>Grievance Submitted To</b>	
<b>Summary of Grievance</b>	
<b>Article Violation</b>	
<b>Remedy Requested</b>	
<b>Company First Step Response</b>	<b>Date:</b>
<b>Company Second Step Response</b>	<b>Date:</b>
<b>Company Third Step Response</b>	<b>Date:</b>
<b>Grievance Resolution:</b>	
<input type="checkbox"/> Settlement Reached <input type="checkbox"/> Grievance Withdrawn <input type="checkbox"/> Referred to Arbitration	
<b>Summary of Grievance Resolution:</b>	

Resolution Date: \_\_\_\_\_

Union Representative Signature: \_\_\_\_\_

Company Representative Signature: \_\_\_\_\_