

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SSP AMERICA

AND

UNITE HERE LOCAL 17, AFL-CIO

Effective April 18, 2024, through April 17, 2027

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AGREEMENT

This Agreement is made by and between SSP America, doing business at Wold-Chamberlin Field Airport, Minneapolis, Minnesota (a.k.a. Minneapolis-St. Paul International Airport) (hereinafter referred to as the "Employer"), and UNITE HERE Local 17, AFL-CIO (hereinafter referred to as the "Union") covering employees of the Employer at the Wold-Chamberlin Field Airport, Minneapolis, Minnesota (a.k.a. Minneapolis-St. Paul 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 food and beverage employees who are employed by the Employer in its food and beverage operations at Minneapolis-St. Paul 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.

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, 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.

1.5 **Cooperation:** 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 operation of the business of the Employer in rendering service to the general public and continuous employment of the employees and general stabilization.

1.6 **Respect & Dignity:** The Union and the Employer recognize that all employees in the hospitality industry are professional, deserving of the highest respect. Accordingly, the Employees, the Union and the Employer will work together to honor the principles of respect and dignity for all employees, both union and non-union. Further, the parties agree that the continued success of this business is dependent upon their mutual respect for one another's work. All discussions between management and employees shall be conducted in a professional manner to avoid embarrassment or ridicule.

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, or pay fees in lieu thereof.

(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, or pay fees in lieu thereof.

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

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

2.2 Hire From Any Source:

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

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

2.3 Orientation:

Within five (5) 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). 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 Fees and Dues:

(a) **Check-off:** The Employer shall check off uniform monthly Union dues and initiation fees and/or other standard fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct dues or fees, signed by the employee. Deductions for check off should be submitted to the Union by the tenth (10th) of each month, but in no event, later than the twentieth (20th) of the month. New applications will be sent to the Union with the monthly billings.

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

(c) The Company agrees to provide the Union with a monthly seniority list. The list shall include each employee's full name, address, phone number, e-mail address, rate of pay, Company date of hire, and Classification(s) date of hire. The information shall be provided in Excel or similar format.

(d) **Electronic Authorizations:** The Union will provide the Employer verification that the dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written application form, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and/or federal law.

2.5 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 their 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.

Notwithstanding the foregoing, the Employer shall make only such deductions for political contributions as are available after deductions from any such a paycheck for employee benefits, deductions that have priority by law, and union dues.

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 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.

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 their 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 sponsorship 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 space for the posting of Union notices.

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.

2.12 Employee Discussion:

Employees shall have the right to discuss Union business and other matters at all times; provided that such discussions take place on the employee's break time and do not interfere with the operation of the business, service to a customer, or the work of other employees.

2.13 Copies of Agreement:

The Employer agrees to provide copies of the Collective Bargaining Agreement, at the Union's sole cost, to all new hires along with the Employer's handbook and/or rules.

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 Non-Inclusive Employer Rights:

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

3.3 Rights Retained:

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

3.4 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.

3.5 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 comprised of an equal number (not to exceed three (3)) of management representatives and Employees will meet quarterly for not more than two (2) hours per meeting. The up to three (3) Employees on the committee will be selected by the Union. The Committee may discuss issues of health and safety as well as general labor-management relations issues. The committee is intended to foster a spirit of cooperation and problem-solving regarding workplace issues and concerns. As such, the committee will not process or formally discuss grievances and the results of such meetings shall not alter the provisions of this Agreement nor are the meetings to be construed as continued negotiations over the terms and conditions of this Agreement.

Notwithstanding the limitations above, the parties agree that during the first two (2) Labor Management Committee meetings under this Article they will cooperatively strive to work together, and the Union may elect to have a Union representative present in addition to the employee-members of the Committee.

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

To the extent consistent with applicable law, no employee covered by this Agreement who has successfully completed their 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 (1) year of service is terminated due to a lack of proper work authorization, the employee shall be reinstated as soon as practicable to a vacancy in their former classification without a loss in seniority upon the employee's providing proper work authorization within six (6) months of the date of termination. Employees with two (2) or more years of service shall be permitted one (1) year from the date of termination to provide proper work authorization under the foregoing terms.

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

Preamble:

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

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.

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.

If *SSP America* should acquire an affiliate entity which provides similar services at the MSP airport, such that the employees of the acquired entity would fall within the scope of Article 1.1 of this Agreement, *SSP America* agrees to meet and bargain with the Union regarding the seniority status of the new employees. Specifically, *SSP America* and the Union will bargain to determine how much, if any, of the new employees' prior service will be credited toward their seniority under this Agreement.

7.2 Seniority Rights:

Use of Seniority - The Employer and Union agree to recognize seniority in the following areas:

a) Full Work Week - Senior employees shall have the right to work the maximum hours available up to forty (40) hours per week. Senior employees may not claim part of a shift and may only claim additional shifts when they become available.

b) Holidays - Holiday work shall be offered to all employees within that unit and classification, based on their seniority. Senior employees will be given the first opportunity to accept or decline work; junior employees will accept the work remaining. Where facilities are closed, employees shall receive pay for a holiday not worked provided they have met "holiday not worked" eligibility provisions.

c) Overtime - Where unscheduled overtime is required, it shall be offered on the basis of seniority within the classification of those working in the unit at that time. In such cases, the overtime will be offered first to the most senior employee and if not accepted by volunteer(s), such overtime will be assigned to the least senior employee.

d) Vacations - When more than one (1) employee submits a vacation request in the same week for the same vacation period, seniority shall prevail.

e) Layoffs and Recall - The Employer may elect to offer voluntary layoffs by seniority (highest down to lowest) in the affected classifications before requiring mandatory layoffs. If management does not obtain enough volunteers for layoff in a given classification as set out above, the Employer shall honor seniority to reduce the workforce, i.e. the most junior employees being laid off first. Recall shall be done in accordance with Article 7.9 below. During layoffs or reduction in the work force, the employee with the least seniority in the job classification affected shall be laid off first. When the working force is again increased, employees on layoff shall be recalled in the order of their job classification seniority.

f) Reduction of Hours - When employees work schedules are involuntarily reduced by eight (8) hours or more per week, such employees shall have the right to recover hours lost as they become available, in order of their seniority, provided they advise management of their desires, in writing, to work additional hours.

g) Promotion or transfer to new job openings

h) Use of Part-Time Employees – The Employer shall not use two (2) or more part-time employees where a full-time employee is available and requests such hours.

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 a 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 employee who submits a bid based on Classification seniority, in the following order of priority:

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

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

- 1) within the concept
- 2) within the bargaining unit
- 3) laid-off employee (if any exist at 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 their former position, or the Employer may return the employee to their former position (even if these actions result in displacing an employee hired to replace the employee who is returned to their 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:

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 (40) 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.

7.7 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.

In the event of a permanent unit closing or extended layoff of two (2) weeks or more weeks, a laid-off employee, based on Company Seniority, will be permitted to move into vacancies in the same classification but in a different location or in a different schedule with comparable total hours, if available. Should no such vacancy exist at the time of permanent unit closing or layoff of two (2) or more weeks, a laid-off employee, based on Company Seniority (provided they have one (1) or more year with the Company), will be permitted to bump into a position held by an employee in the same job classification with less Company Seniority. If there is no less senior person within the same job classification, the employee to be laid off shall be permitted to use their Company Seniority (provided they have one (1) or more year with the Company) to bump to a job classification in which the employee previously worked. Bumping shall not be permitted except in cases of permanent unit closing or layoff of more than two (2) weeks.

7.8 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 their Company seniority to bump 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.

Bumping shall not be permitted except in cases of permanent outlet closing or layoff of two (2) or more weeks. 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 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.

7.9 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 (2) 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;

**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 at the Employer's sole discretion and shall have no recourse through the grievance and arbitration provisions of this Agreement. Once an employee completes their probationary period, their seniority shall be retroactive to their 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. 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.
- o. Violations of cash handling policy.

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 they wish 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. 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. Discovery by the Employer is presumed when any manager or supervisor of the Employer is aware of the event or action. A copy of all disciplinary notices will be sent to the Union within three (3) days of issuance.

(b) Warning notices shall not be used as a basis for discipline after a period of twelve (12) months unless there is a current incident manifesting a continuing pattern of serious misconduct, e.g., racial, or sexual harassment. Suspensions shall not be used as a basis for discipline after a period of twelve (12) months.

8.5 Personnel Files:

The Employer's Human Resources Department shall, at reasonable times and at reasonable intervals upon the request of the employee, permit that employee to inspect such employee's personnel file on their own time during regular office hours. This shall be permitted within twenty-four (24) hours of the employee's written request (provided that this falls within regular business hours). Employees can make such requests only as frequently as Minnesota law allows. Moreover, employees may not remove their file for review and can be observed by management during the employee's review to ensure nothing is removed or added to the file.

8.6 Investigatory Suspensions:

Where appropriate, Terminations shall 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. All Disciplinary notices shall be transmitted electronically to the Union contemporaneously with issuance.

8.7 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.

8.8 Confidentiality:

The Employer may decline to give an employee the name of the complaining party, but must divulge such information (a) to the Union at the time of discipline, which information the Union shall keep confidential, and (b) to the employee at an arbitration hearing if so directed by the arbitrator.

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.

Effect of Failure to Appeal. Any grievance not appealed to a succeeding step within the time limits specified shall be deemed abandoned and not entitled to further consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced. Either party may extend the time limits with written request to the other party within the described time limits of the grievance procedure. No reasonable request for a time limit extension shall be denied.

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 suspension 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 they have suffered a grievance, shall, with the assistance of a union representative, discuss the matter with their 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 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 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 eighty-four (84) hours of the mediation;
- (8) The mediator shall state the grounds for their 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 (Arbitration):

In the event that the grievance cannot be settled in Step Two (or Step Three, if mutually agreed to by the parties), the matter shall be referred to an arbitrator by the Union or by the Employer for determination within thirty (30) days from receiving the Step Two (2) response or within thirty (30) days from receiving the mediator's advisory decision at Step Three (3). 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 thirty (30) days' 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 closing 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.

Any grievance of an employee termination may be expedited by agreement of the parties following the Step 2 answer. It will be scheduled for the first available date offered by the selected arbitrator, provided however each party has the right to request one alternate date based on the arbitrator's availability. In such instances, the arbitrator will conduct the hearing without transcript and the parties will present all post-witness argument orally and without written briefs. The arbitrator will issue a determination within seven (7) days of the close of the hearing.

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. In any event, a retroactive award, if required, shall not exceed one hundred eighty (180) days from the day the grievance is first submitted to the Employer or their designated representative, by the employee or the Union.

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

No Guarantee - This Agreement constitutes no guarantee of hours or periods of work.

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. All weekly work schedules shall be posted seven (7) days prior to the first day of the schedule, provided that scheduled hours may be changed with less than seven (7) days' notice due to business condition beyond the Employer's control, Acts of God or emergencies.

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 (30) 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.

Part-time employees will retain and accrue seniority as provided in Article 7 of this Agreement. The Employer will endeavor to establish as many Full-Time 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.

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

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.

Daily Premium Pay: Employees shall receive premium pay of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day or over ten (10) hours per day, if regularly scheduled for ten (10) hours.

(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. Employees may refuse required overtime only in those instances when exigent circumstances make it impossible or severely impractical for the employee to work the overtime. By way of illustration, exigent circumstances would exist if an employee is unable with reasonable diligence to secure care for their child. By way of further illustration, conflicting social plans, personal preference, and inconvenience are not exigent circumstances.

(c) **Authorization:** No employee shall work overtime unless such overtime work has been authorized in advance by their 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.

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

11.6 Breaks:

Employees shall receive a 10-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 is 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. 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 their usual classification for all hours worked in the lower paid classification.

12.4 Gratuities:

All tips and gratuities received by an employee shall become the sole property of said employee.

Non-bargaining unit personnel shall not be permitted to accept gratuities intended for bargaining unit members. Solicitation of gratuities is strictly prohibited. Employees may accept unsolicited tips and may use tip jars unless prohibited by the Airport. Only tip jars provided by the Employer shall be permitted to assure consistency and appropriateness. Reasonable restrictions may be imposed on the placement of tip jars. If disputes arise as to the placement of tip jars, the parties will refer the matter to labor-management committee meetings as referenced in Article 4. The Employer shall add a tip line to all POS systems in all locations.

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 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 Pay on Termination:

All terminated employees shall receive all monies due not later than the pay period following termination provided the Employer's termination procedures have been completed. Employees involuntarily terminated shall receive all monies owed them within twenty-four (24) hours of termination.

12.8 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.

12.9 Meeting Pay:

If an employee is required to attend a meeting called by the Employer, such employee shall be paid at their 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 Appendix "A" attached hereto.

12.10 Maintenance of Wages and Benefits:

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

12.11 Tipped Adjustment Wage Rate for Servers and Bartenders:

"Tipped Adjustment Wage Rate" for Servers and Bartenders is defined as base rate plus six dollars and fifty cents (\$6.50).

12.12 Call Off Notification:

The Company shall be required to notify employees a minimum of three (3) hours in advance of the start time, if they are not needed.

12.13 Lay-Off Notification:

In the event it becomes necessary to lay off employees, the Employer shall give the affected employees a minimum of one (1) weeks' notice or pay in lieu thereof, unless the cause of the layoff is beyond the control or knowledge of the Employer.

12.14 Statement of Wages:

The Employer shall provide a designated area where Employees can either view or print a statement showing name of Employer, name of Employee, hours worked at straight time pay, hours worked at premium or overtime pay, rate(s) of pay, PTO pay, PTO accrual, holiday pay, and authorized deductions.

**ARTICLE 13
VACATION/SICK TIME**

13.1 Accrual of Vacation/Sick:

All employees begin to accrue Vacation/Sick on their first day and will accrue Vacation/Sick days thereafter at the following rate.

FT	Vacation	Sick days
After 1 year	7 vacation days	6 days front loaded on January 1
after 3 years	10 vacation days	6 days front loaded on January 1
After 6 years	14 vacation days	6 days front loaded on January 1
after 10 years.	20 Vacation days	6 days front loaded on January 1

PT	Vacation	Sick days
After 1 Year	4 Vacation days	Accrued based on hours worked per law
After 3 years	6 Vacation days	Accrued based on hours worked per law
After 6 years	8 Vacation days	Accrued based on hours worked per law
After 10 years	12 Vacation days	Accrued based on hours worked per law

- The above schedule will replace the SSP and MCE vacation/sick/pto policies effective 1/1/25
- Current vacation/sick/PTO policy will apply through 12/31/24
- January 1, 2025 – exclusive only to 2025, any unused vacation time as of 12/31/24 will be paid out by the 2nd paycheck of January 2025.

13.2 Vacation/Sick Usage:

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

(b) Scheduling: Where possible, Vacation/sick days should be planned, scheduled and approved by the Employer. Scheduled vacation days must be requested seven (7) days in advance and 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 Vacation/sick requests whenever business needs reasonably permit. Requests will be granted on a "first-come" basis, except when two (2) or more employees request Vacation 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 sick days in advance, the employee must notify a manager of his or her intention to take unscheduled sick days no later than two (2) hours prior to the start of the employee's regularly scheduled shift. 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 Vacation/sick days 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 Vacation days may subject an employee to disciplinary action where the Employer has reason to suspect abuse.

(c) Workday Increments: Employees may take vacation/sick hours in increments as small as one (1) scheduled shift or as large as ten (10) workdays or longer by mutual agreement.

(d) Rate of Pay: Vacation/sick hours are paid at the employee's current straight time hourly rate of pay. Servers and bartenders shall be paid at the Tipped Adjustment Rate as defined in 12.11. Vacation/sick is paid on normal pay dates as a portion of the regular bi-weekly check.

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

(f) Time Worked: Vacation/sick will count as time worked (hours paid) for all health insurance and vacation/sick accrual but not for the computation of overtime.

(g) Non-cumulative: Except where the law provides otherwise, vacation is not cumulative and must be used in the year in which it was deposited in the employee vacation bank. An employee may never take more than the current year's entitlement. Pay in lieu of vacation will not be allowed.

(h) Sick Day Rollover: Sick and Safe time, not used, may be rolled over per the law.

(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, Diversity 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:

Any 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 two hundred fifty (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 service, 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 their jury duty pay and the regular straight time hourly rate for the regularly scheduled hours of work for up to ten (10) workdays 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 and, (c) while their 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 (1) employee designated by the Union to attend the UNITE HERE Convention (this is 5 days every 5th year). The Union will provide the Company with one (1) weeks' 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 their initial application or any subsequently granted extension. If the employee has been on Medical, Disability or Workers' Compensation leave, such an employee may be required to produce proof, before they return to work, that they are physically able to return to duty. Upon returning to work, the employee shall be restored to their 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:

Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves. Failure to return to work after an authorized leave of absence shall result in complete loss of seniority rights and shall be considered 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.

14.11 Minnesota Paid Family and Medical Leave:

Effective from January 1, 2025, the employer will pay a tax of .7% of taxable payroll. The employees will have .35% of taxable income deducted from their check which will be submitted to the State Family Leave fund as required by law. The law, as currently written, will allow employees to take paid leave - funded through the state of MN. State Law will dictate all conditions and payments. Should the rates in this law be adjusted, either up or down, the employer will continue to follow the guidelines of the employee having 50% of the tax deducted from their pay.

ARTICLE 15 HEALTH AND WELFARE

Trust Language – Effective January 1, 2024, the Employer agrees to contribute for each eligible employee covered by this Agreement to UNITE HERE HEALTH (“Fund”) for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II (“FSP II”), or such new, merged, or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month for which contributions are to be made.

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

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

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

General Provisions - The Employer agrees to contribute for each eligible employee upon the earlier of: (a) the first of the month following two months of continuous employment, or (b) the completion of one thousand (1,000) hours.

For the purposes of Health and Welfare benefits, Full-Time shall be defined as those who work 20 hours per week.

The following classes of employees shall be covered by this agreement and eligible for contributions to the Fund. All food and beverage employees who are employed by the Employer in its food and beverage operations at Minneapolis-St. Paul International Airport, including but not limited to: Server, Bartender, Barista, Fast Food Attendant, Host, Grill Cook, Sushi Cook, Maintenance, Food Prep, and Utility/Shipper.

Monthly Contributions

Gold Plus PPO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
1/1/24	\$695.28	\$1,482.85	\$1,159.76	\$2,059.52
1/1/25	\$747.42	\$1,594.06	\$1,246.74	\$2,213.99
1/1/26	\$747.42	\$1,594.06	\$1,246.74	\$2,213.99

Silver Plus PPO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/24	\$561.64	\$1,197.84	\$936.85	\$1,663.68
1/1/25	\$603.77	\$1,287.68	\$1,007.11	\$1,788.45
1/1/26	\$603.77	\$1,287.68	\$1,007.11	\$1,788.45

Dental HMO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/24	\$16.15	\$39.86	\$38.48	\$55.38
1/1/25	\$16.15	\$39.86	\$38.48	\$55.38
1/1/26	\$16.15	\$39.86	\$38.48	\$55.38

Vision – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
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1/1/24	\$6.97	\$12.65	\$13.27	\$20.48
1/1/25	\$6.97	\$12.65	\$13.27	\$20.48
1/1/26	\$6.97	\$12.65	\$13.27	\$20.48

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

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

<u>Effective Date</u>	<u>Single</u>
1/1/24	\$1.90
1/1/25	\$1.90
1/1/26	\$1.90

Effective January 1, 2026 through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary for all of the above-mentioned options, as determined by the Fund, to sustain benefits. The Employer will absorb, up to a maximum increase of eight percent (8%) over the previous year's contributions. For an annual contribution rate increase in excess of eight percent (8%), the eligible employee will contribute the amount in excess of eight percent (8%) in addition to their co-premiums. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

The parties agree that the employees' portion of the contribution rates for Silver Plus medical cannot be more than twenty-five percent (25%) of the entire premium for single coverage only.

Employee Co-premiums - Employees shall be eligible for Silver Plus Medical single health coverage at a rate of five percent (5%) of the monthly rate, and Single Gold Plus Medical at a rate of ten percent (10%) of the monthly rate. For dependent levels of Silver Plus Medical, employees shall pay the difference between what the Employer would pay for single coverage under Silver Plus Medical and the full cost of the level of dependent coverage selected. For dependent levels of Gold Plus Medical, employees shall pay the difference between what the Employer would pay for single coverage under Gold Plus Medical and the full cost of the level of dependent coverage selected.

Single Dental and Vision will be at a rate of five percent (5%) per month. Dependent Dental and Vision will cost the difference between what the Employer would pay for single coverage and the full cost of the level of dependent coverage selected.

Enrollment - The Employer and the Union will hold an initial open enrollment and benefits engagement event on the Employer's premises within the Fund-specified enrollment period. For employees hired after the effective date of this agreement, or who become eligible to enroll in the FSP II after the effective date of this agreement, the Employer shall make available a computer for employees to use during such employee's enrollment period to electronically enroll in FSP II.

**ARTICLE 16
401K PLAN**

401k Plan benefits shall be provided to eligible employees in accordance with the terms set forth in Appendix "A".

**ARTICLE 17
UNIFORMS**

Employer shall furnish uniforms at no cost to 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.

Uniforms shall be designed and maintained in such a manner as to account for the conditions in which employees work, the tasks they perform, and safety and health issues.

Uniform Alteration: The Employer shall make arrangements and pay for all uniform alterations it deems necessary. No alterations by the employee will be permitted.

**ARTICLE 18
TECHNOLOGICAL CHANGES AND AUTOMATION**

In the event that UNITE HERE International and SSP America reach an agreement on language related to the implementation of new technologies, the Parties to this collective bargaining agreement agree that such an agreement shall become part of this collective bargaining agreement and will supersede any existing language related to new technologies.

**ARTICLE 19
MEALS**

Employees will be entitled to one (1) free meal per day in which they work at least six (6) hours from any SSP location in the Airport. The Employer will create an employee meal menu for each location. Employees may select any meal from the approved meal menu. The free meal is provided only once per day and may not be used at more than one location.

All employees will be entitled to fountain beverages, drip coffee, and tea (except bottled teas) at no cost to the employee during their shift. All bottled beverages such as sports drinks, bottled juices, bottled teas, and bottled water will be available at full menu price. Beer, wine, liquor, or any beverage containing alcohol may not be purchased or consumed at any time.

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 20 ALCOHOL AND DRUG ABUSE POLICY

20.1 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.

20.2 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 21 SUCCESSORSHIP AND SUBCONTRACTING

21.1 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.

21.2 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.

21.3 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 22 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 23 SECURITY

23.1 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.

23.2 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.

23.3 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.

23.4 Parking:

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

**ARTICLE 24
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 25
SEPARABILITY AND SAVINGS**

25.1 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.

25.2 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 April 18, 2024, and shall remain in full force and effect through and including April 17, 2027. 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 and signed this Agreement as of Aug 20, 24.

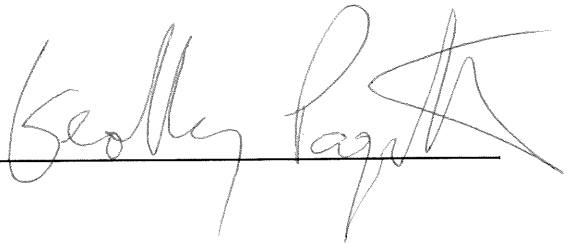
SSP AMERICA

UNITE HERE UNION LOCAL 17

By: 

By: 

By: _____

By:  _____

APPENDIX "A"

WAGES:

<u>Classification</u>	<u>4/18/24</u>	<u>4/18/25</u>	<u>4/18/26</u>
Cashier	\$18.50	\$19.25	\$20.00
Food Service Worker	\$18.50	\$19.25	\$20.00
Line Cook	\$21.50	\$22.25	\$23.00
Prep Cook	\$19.50	\$20.00	\$20.25
Utility	\$18.50	\$19.00	\$19.50
Warehouse/Delivery	\$18.50	\$19.25	\$20.00
Server	Min Wage	---	---
Bartender	Min Wage	---	---
Barista	\$18.50	\$19.25	\$19.75

Overscale Employees shall receive the same increase as assigned to their respective classification.

Current Employees shall receive a minimum increase of .50 upon ratification.

Lead Pay:

Crew Leads will receive an additional premium in compensation of \$1.00 per hour above the rate of their respective classification.

Training Pay:

Any Employee who is scheduled to train another Employee shall receive an additional \$1.00 per hour for all time spend training.

Early Shift Premium:

Any Employee whose shift is scheduled to start or is asked my management to start prior to 5 am shall receive an additional \$1.00 per hour for all hours during their shift.

401K PLAN:

The 401(k) Plan shall remain without change or modification for the duration of this Agreement. The plan is offered through Principal Investments. Employees may contact Human Resources for more information regarding the plan.