

**National Master Agreement Between**

**Gate Gourmet, Inc.**

**And**

**IBT/HERE Employee Representatives' Council**

**Effective**

**August 28, 2024**

**Through DOR August 28, 2029**

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## **PREAMBLE**

1. The Company and the Union desire to establish general conditions of employment and procedures which will ensure the peaceful, speedy and orderly adjustments of differences without compulsion, coercion, strikes, boycotts, picketing, slowdowns, or other interferences with the smooth operation of the business of the Company or interruptions to employment; and
2. The parties seek to avoid unnecessary friction resulting from litigation, legal debate and controversy; and
3. The Company agrees that Employees shall be treated in a respectful and courteous manner at all times; and
4. The parties agree to use voluntary efforts to achieve industrial stability under the structure provided by the Railway Labor Act.

## **ARTICLE 1** **RECOGNITION**

### **RECOGNITION, SCOPE, AND EMPLOYEE PROTECTIONS**

#### **A. Recognition**

1. Gate Gourmet, Inc. (the "Company"), recognizes that the IBT/HERE Employee Representatives' Council (the "Council") has been certified by the National Mediation Board in NMB Case No. R-6783 as the duly designated representative for purposes of the Railway Labor Act of the craft or class of Kitchen, Commissary, Catering, and Related Employees, who are employed by the Company, its successors and assigns.
2. The Company understands that the Council will designate, under Section 2 Third of the Railway Labor Act, IBT and UNITE HERE affiliated locals, and other labor organizations to act as the Council's representative in representing the interests of the craft or class Employees employed at facilities of the Company for which the designated IBT or UNITE HERE affiliated local, or other labor organization, has been designated by the Council to make and maintain agreements applicable to Company Employees employed at that facility and it is hereby agreed that the term "Union" as used in this Agreement shall refer to the Council. However, where the context so indicates, the term "Union" shall also refer to IBT and/or UNITE HERE, affiliated Locals and to other designated labor organizations where the designated labor organization is bound by this Agreement or provisions thereof.
3. Attached to this Agreement as Attachment A and incorporated herein by reference is a list of those IBT or UNITE HERE affiliated locals, and other labor organizations, which have been designated by the Council to represent craft or class Employees, and the Company facility at which each designated agent is to make and maintain agreements. The Council will notify the Company in writing of any change in the designations listed on Attachment A. The designated local or other labor organization shall notify the Company in writing of the individual or individuals who are authorized by the local or other labor organization to

treat with the Company on grievances or on changes to agreements the local or other labor organization has been designated by the Council to make and maintain.

## **B. Scope**

1. This Agreement covers all present and future kitchen, commissary and catering work, including all related work, performed at facilities for which the Union has been designated as the bargaining agent for Employees in the system wide basis craft or class; provided that this Agreement shall not apply to managers, supervisors, guards, office-clerical Employees or Employees based outside of the United States, its territories and possessions.
2. It is understood between the parties that existing patterns of representation as between UNITE HERE and IBT at locations where both organizations currently represent Employees, or at locations where only IBT or UNITE HERE exclusively represent Employees, shall be preserved.
3. Future food service operations identified in the system wide basis, craft or class opened or acquired by the Company shall become subject to the terms of this Agreement immediately upon notification by the Council that the Union has been designated as the bargaining agent for such operation or facility. For newly opened or later acquired facilities, the Company shall initially establish hourly wage rates for all classifications; thereafter the negotiated increases of the NMA wage addendum shall apply.
4. The Company shall not establish any new kitchen, commissary or caterer, or acquire a controlling interest in such a food operation, whether directly or through an affiliate or subsidiary, or by a parent or holding company of which the Company is wholly owned or controlled subsidiary and operate it as a separate entity outside the provisions of this Agreement.

## **C. Application of the National Master Agreement**

This Agreement and any formal letters of agreement between the Company and the Council attached hereto shall constitute the National Master Agreement (the "NMA"). The NMA shall supersede and replace certain Local Addenda Articles that were in place as of December 30, 2005, as determined in the Interest Arbitration proceedings decided by Arbitrator Richard Kasher. All other Local Addenda Articles shall remain as indicated in the respective Local Addenda that became effective July 1, 2010, and, if applicable, as modified during the course of negotiations leading to the NMA that became effective August 27, 2015.

**ARTICLE 2**  
**TRANSFER OF COMPANY TITLE OR INTEREST**

1. This Agreement and the supplemental addendums hereto and hereinafter referred to collectively as "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.
2. It is understood by this Section that the parties hereto shall not use any leasing devise to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the respective International Union and local union, at the time the seller, transferee or lessor executed a contract or transaction as herein described. The Union shall also be advised of the general nature of the transaction, not including financial details. In the event that the Employer fails to require the purchaser, transferee or lessee to assume the obligation of this Agreement, the Employer, (including partners thereof) shall give the Union sixty (60) days' notice in writing, after which the Employer or the Union shall not be liable for any and all damages sustained as a result of such failure to require assumption of the terms of this Agreement.

**ARTICLE 3**  
**UNIFORMS**

1. At the conclusion of ninety (90) days of employment, the Company will supply uniforms and safety equipment at no cost to the Employees, including appropriate protective or outdoor weather gear where applicable to job duties. The Company will replace or repair all uniforms that are no longer serviceable through fair wear and tear in accordance with appearance standards at no cost to the Employees. On an annual basis, the Company will provide each Employee with one pair of non-slip work shoes. Employees working in a chilled room environment area shall be provided with thermal uniforms and a thermal footwear option on an annual basis.
2. Drivers and Driver Helpers will be supplied work gloves on an as needed basis. Replacement for damaged or worn gloves will be provided on an as needed basis.
3. Employees are required to maintain their uniforms and general appearance in a fashion that is clean and orderly. The Employee will return the uniforms upon termination of employment or the Company will deduct the value of the unreturned uniforms from the final paycheck (where allowed by law). The Company will deduct the replacement value of a uniform from the Employee's paycheck (where allowed by law) if the uniform is lost, stolen or intentionally damaged.
4. Renewal of Badges
  - A. The Company will be responsible for initial and annual airport SIDA badging fees, provided the Employee does not require additional replacement of badges due to the fault of the Employee.
  - B. Subject to the needs of the operation, the Company will release an Employee during his regular working hours for the purpose of securing the initial and annual badge. The Employee will coordinate his release with his manager and will return to work as expeditiously as possible.

C. If the Company is unable to release the Employee during his regular working hours, or if the Employee works a schedule that conflicts with the hours of operation of the badging office, the Employee shall arrange for the initial and or annual badge renewal when not scheduled to work and shall be paid up to two hours to obtain/renew the badge.

D. The employee will be responsible for ensuring that the badges remain active and will be required to return the badge to the Company upon termination, resignation, or leaves of absence.

#### **ARTICLE 4**

#### **NO STRIKES AND NO LOCKOUTS**

1. From the effective date of this Agreement through thirty (30) days following the date, if any, that the parties are released from mediation by the National Mediation Board in connection with negotiations for a successor Agreement (the "Release Date"), the Union and its members or Employees it represents, agree that there shall be no strikes, walk outs, stoppages, or slowdown of work, including sympathy strikes, boycotts, refusal to handle any merchandise, picketing or any other interference with any of the operations of the employer during the term of this agreement.
2. The employer agrees that there shall be no lockout during the term of this Agreement.

#### **ARTICLE 5**

#### **MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, other than those specifically referred to in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed, upon amendment wherever specific provisions are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from discovery of the error. This provision does not give the employer the right to impose or continue wages, hours and working conditions less than those contained in the Agreement. Wage rates applicable to each location are minimum rates and may be increased by the Employer by location, classification, or position with advance notice to the Council, the local Business Agent, and the affected Employees. When wage rates are increased pursuant to this Article, the revised rates will apply to all Employees in the affected position(s).

#### **ARTICLE 6**

#### **NON-DISCRIMINATION**

No Employee shall be unlawfully discriminated against in any manner pertaining to hiring, wages, hours and working conditions because of his race, color, religion, creed, national origin, age, sex, sexual orientation, mental or physical handicap and disabled veterans or veterans of the Vietnam era, or because of his seeking redress through the grievance procedure for alleged grievances or for legitimate Union activities. The Company and the Union further agree not to

discriminate against any Employee because of age where such discrimination is in violation of applicable Federal statutes. The Company and the Union further agree not to discriminate against any Employee under the Family and Medical Leave and American Disabilities Acts. Whenever in this agreement the masculine gender is used, it shall be deemed to include the feminine gender.

## **ARTICLE 7**

### **DISCIPLINE AND DISCHARGE**

1. The Company shall not discharge any Employee nor impose any disciplinary action against any Employee except for just cause. Discharge or discipline must be by written notice to the Employee and the local union and must set forth the specific nature of the offense. The local Union (Business Agent) should receive the corrective action/discipline via email within seventy-two (72) hours of the discipline being presented to the employee. The employee and authorized Union steward will receive a copy of the discipline being issued. The Company shall have the right to establish reasonable rules for the conduct of Employees not inconsistent with the terms of this Agreement.
2. Employee Corrective Action Notices shall be maintained in the Employee's personnel file for a period of twelve (12) months from the time of issuance. Disciplinary notices shall expire twelve (12) months from date of issue and shall not be used as the basis for future disciplinary action.
3. Warning Notices must be issued no later than seven (7) days after the violation occurs, or seven (7) days after the Company becomes aware of the action giving rise to the violation unless the Employee is absent on the seventh (7<sup>th</sup>) day, in which case this period shall be extended until the Employee returns to work.

## **ARTICLE 8**

### **HOLIDAYS**

1. Employees shall receive a minimum of seven paid holidays per year (New Year's Day, Martin Luther King Day, Memorial Day, July 4, Labor Day, Thanksgiving Day & Christmas Day).
2. The Union recognizes that the Employees may be expected to work on said holidays inasmuch as the business of the Company operates seven (7) days a week.
3. If an Employee is required to work on any holiday identified in Section 1 hereof, the Employee shall receive eight (8) hours' holiday pay at straight-time rate, or, for those Employees scheduled to work four (4) ten-hour shifts per week, ten (10) hours' holiday pay at straight-time rate in addition to the Employee's applicable pay for all hours actually worked.
4. All Employees shall receive eight (8) hours' holiday pay at straight-time rate, or for those Employees scheduled to work four (4) ten-hour shifts per week, ten (10) hours' holiday pay at straight-time rate, when the holidays are not worked provided that:
  - a. The Employee has not failed to work when scheduled to work on a holiday unless he is absent with the approval of management.

- b. The Employee works his scheduled day both immediately preceding and following the holiday unless he is absent with the approval of the Company.
  - c. The Employee has worked during the week of a holiday (excluding vacation periods); and
  - d. The Employee is not on strike or suspension, leave of absence or workers' compensation.
5. Employees shall not be eligible for paid holidays until they have completed one hundred and eighty (180) days of service.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

1. Should differences arise between the Company and any Employees as to the meaning and application of the NMA, or if any other controversy or grievance arises, an earnest effort shall be made as promptly as possible to settle such difference in the following manner:

**Step 1:** The Employee and/or the Union having such grievance, with or without the Steward, shall present the grievance to his immediate supervisor within seven (7) calendar days of the action giving rise to the grievance. The Employee and his supervisor will make a good faith effort to resolve the grievance. The supervisor will give a written response to the grievance (whether resolved or not) within seven (7) calendar days following the receipt of the grievance.

Should an Employee request that a Steward be present to discuss the grievance, the supervisor shall arrange for the Steward to attend the grievance meeting. If the grievance is not thus satisfactorily settled, then the grievance may be appealed to Step 2.

**Step 2:** If not resolved at Step 1, the grievance may be appealed by either the Union Representative, Chief Steward, Shop Steward and/or the aggrieved Employee to the General Manager or his designated representative. Any such appeal must be in writing and must be submitted within seven (7) calendar days following receipt of the supervisor's written response. The General Manager or his designee shall meet with the Grievant and the Union Representative, Shop Steward and/or the Union's designee within seven (7) calendar days following the notice of appeal. The General Manager will give an answer in writing, with a copy to the Union, within seven (7) calendar days following such meeting. If the grievance is settled or withdrawn, the Union Representative and the Company will put the withdrawal or settlement in writing on the grievance form. If the grievance is not satisfactorily settled, then the grievance may be appealed to Step 3. (Policy procedures may be filed at Step 2 directly.)

**Step 3:** If not resolved at Step 2, the Union may appeal to the Regional Human Resource Director (RHRD) or his designated representative. Any such appeal must be in writing and must be submitted within seven (7) calendar days following the receipt of the General Manager's written response. The RHRD or the RHRD's designated representative shall meet with the Union and answer the grievance in writing within fourteen (14) calendar days following the receipt of the notice of appeal. In order for said notice of appeal to be proper and valid it must be sent by the Union to the RHRD or the RHRD's designated representative and the affected General Manager of the unit in which the grievance occurred.

2. All grievances must be submitted as provided in Step 1 above within seven (7) calendar days of the Company's action giving rise to the grievance, or the grievance shall be considered to be waived and may not thereafter be submitted for adjustment in any forum. Any grievance that is not appealed from one step of the grievance procedure to the next step within the time limits set forth above (such time limits may be extended by written agreement) shall be considered settled on the basis of the last decision given and shall not be subject to further adjustment in any forum or collective bargaining. Should the Employer fail to meet any of the aforementioned time limits, it will advance to the next appeal step.
3. All grievances not settled in these steps may proceed to the System Board of Adjustment.
4. Notwithstanding the foregoing, the Employee Representatives' Council or the Company may file a grievance affecting multiple Employees directly to the System Board of Adjustment within fourteen (14) calendar days from the day that it has knowledge of the action giving rise to the grievance.
5. In the event that a party fails to produce information relevant to an ongoing grievance prior to the conclusion of the Step 2 Grievance Hearing, such evidence shall not be presented at Arbitration and the Arbitrator shall draw an adverse inference from the information that was not produced.

#### **ARTICLE 10**

#### **SYSTEM BOARD OF ADJUSTMENT PROCEDURES**

1. Within fourteen days after the receipt of the written decision of the Company designee, if the decision is not satisfactory to the Union, the Union may appeal such grievance to the System Board of Adjustment by serving a written notice upon the Company directed to the Vice President of Labor Relations or his/her designee at the Company's office of its intention to do so.
2. The System Board of Adjustment shall be composed of two members designated by the Union and two members designated by the Company. The Board shall meet every other month at a location mutually agreed upon by the parties. In the event there are no grievances to be heard the Board may cancel such meeting upon mutual agreement.
3. The System Board shall be empowered to make findings or decisions with respect to contract language including wage and benefit disputes. The System Board shall be empowered to make findings or decisions with respect to any non-probationary Employee covered by this National Master Agreement or any Local Addendum who is terminated or disciplined to the extent of loss of pay by the Company, and such finding or decision shall be final and binding upon the Employee, and all parties to the dispute.
4. If the Board deadlocks, the Union or the Company may appeal the case to arbitration within thirty (30) days of the day the System Board deadlocks or the grievance shall be considered to be waived and may not thereafter be submitted to Arbitration or any adjustment in any forum. In the event the Union appeals the decision to arbitration the

Company and the Union shall attempt to mutually agree to an acceptable impartial Arbitrator. If the parties are unable to agree on an Arbitrator they shall then request a panel of seven (7) Arbitrators to be provided for by the Federal Mediation and Conciliation Service as follows:

- a. The Employer and the Union must select an arbitrator within sixty (60) calendar days from the receipt of the panel of arbitrators. The parties shall alternately strike names from the panel with the remaining arbitrator selected to hear and resolve the dispute.
  - b. The Employer and Union will, within thirty (30) calendar days from the date of receipt of available hearing dates provided from the arbitrator, schedule the hearing date. The hearing date must be held within one hundred and twenty (120) calendar days from the date of the initial referral to arbitration provided that an arbitrator is available within such period.
  - c. Where the grievance of the matter deals with the termination of the employee, if either party should fail to adhere to the above-mentioned time limits, then the party failing to comply with the time limits shall be deemed to have forfeited the grievance.
5. The parties shall alternately strike names from the panel with the remaining arbitrator selected to hear and resolve the dispute. The Arbitrator shall have no authority to add to, or subtract from, or modify the terms of this Agreement. The Arbitrator's decision shall be rendered within thirty (30) days from the date of the close of the hearing. The cost of the Arbitrator shall be borne equally between the Union and the Company.
  6. For termination arbitrations only, the arbitration proceedings must be continuous to a conclusion. To the extent either side wishes to submit post-hearing briefs, they must be submitted within thirty (30) days of the hearing. The arbitrator must render a decision within thirty (30) days of the later of the close of the hearing or the submission of post-hearing briefs.

## **ARTICLE 11**

### **SENIORITY/LOSS OF SENIORITY**

1. The Employee's most recent hire date into the bargaining unit with the Company will be his/her seniority date ("Seniority"). The term that an Employee holds a specific position within a classification will be his/her position seniority ("Position Seniority").
2. Seniority shall govern as to layoffs and recall. New Employees shall be employed on a trial basis for ninety (90) calendar days. During this period, their retention as Employees is entirely at the discretion of the Company. The provisions of this Agreement shall not apply to probationary Employees. All probationary Employees shall be laid off before reducing any Employees who have completed their probationary period.
3. In the event the Company finds it necessary to lay off Employees because of lack of work or reduction in business, such layoffs shall be on the basis of Position Seniority within the affected position. That is, the Employee having the least amount of Position Seniority within the affected position shall be laid off before any other Employee. Each Employee

identified to be laid off may select a position to displace to (i.e., “bump”) in an equal or lower classification if such position is held by an Employee with less Seniority so long as the Employee seeking to bump is qualified to perform the work. In all cases the Employee bumping must be qualified to perform all duties and requirements of the position.

4. Employee(s) who exercise their bumping privileges must assume that person's hours and work schedule. If the Employee(s) has bumped and the Employee(s) job is re-activated, he must return to his original position.
5. An Employee who is bumped from his/her position and has not taken his/her scheduled vacation, will bid vacation weeks that are available from the existing bid sheet in his/her respective new position.
6. The list of Employees dated according to Seniority and Position Seniority shall be posted on the bulletin board prior to each bid with a copy sent to the Union. The list shall remain posted until the next bid. The Company will supply the Union with a list of additions and reductions from the seniority list, showing date of hire, termination, and leaves of absences, if requested.
7. When it becomes necessary to lay off Employee(s), the Company will notify the IBT/HERE Employee Representatives' Council and the designated local Union representative(s) at least twenty-four (24) hours in advance of the layoff, in writing at an e-mail or fax contact provided to the Company. It is the responsibility of the Union to provide the Company with current contact information. However, the foregoing twenty-four (24) hours' notice shall not be required when the business event that caused the lay-off was not known to the Company at least seventy-two (72) hours prior to the lay-off date.
8. Employees shall be allowed to take voluntary lay-offs provided the remaining Employees are qualified to perform the available work. Employees granted a voluntary lay-off shall be laid off until recalled by the Company.
9. The Company agrees that it will recall all persons who have retained Seniority in the inverse order in which they were laid off. That is, the last one laid off will be the first recalled within position, provided the Employee still has the physical fitness and ability to perform the work required. Employees, including those that are laid off, have the responsibility to keep on file with the Company the address to which the notice to return to work is to be sent; and the Company agrees to notify such laid off Employees not less than three (3) days, exclusive of Sundays, prior to the date called back to work by certified mail and notify the Union of the same by mail.
10. Seniority shall terminate:
  - a. Upon discharge for just cause;
  - b. Upon quitting;
  - c. Overstaying leave of absence without permission;
  - d. Engaging in gainful employment while on leave of absence, which shall be considered quitting;
  - e. Laid off from work for a period of twelve (12) consecutive months.
  - f. Upon failure to report to work after layoff within three (3) days, exclusive of Sundays, after notification;

- g. Being absent from employment for three (3) consecutive days without notifying the Company.

11. The seniority of an Employee promoted to a supervisory position shall be retained in the classification from which promotion was made for a period of ninety (90) workdays unless such Employee is discharged for cause within such ninety (90) workday period.

12. Probationary Period

Newly hired Employees shall be on probation for the first ninety (90) calendar days of employment. During that period, the Discharge, Grievance, Arbitration and Seniority articles of this Agreement shall not apply to the new Employee. Neither shall any fringe benefit provisions of this Agreement apply. Upon completion of the probation period, seniority shall date from the most recent hire date into the bargaining unit.

**ARTICLE 12**  
**JOB VACANCY & WORK SCHEDULE BIDDING**

1. Job Vacancy Bids.

- a. Any job vacancies or new positions shall be posted for a period of seven (7) calendar days. Such openings shall contain an adequate description of the job duties, the wage rate for the position and the hours involved. Employees in an equal or lower classification shall be entitled to bid on such positions, provided they may be passed over if they have an active final warning discipline in their file at the time of the award. The Company shall make a reasonable effort to award the position within a period of ten (10) days at the applicable rate of pay to the senior Employee

2. Employees awarded a job vacancy or new position may not bid to another job vacancy or new position for a period of six (6) months. Job vacancies that are not filled per Section 1.a above shall then be offered to laid off Employees who are currently on layoff by Seniority provided however, that the Employee(s) is qualified to do the work.

3. Job vacancies that are not filled per Section 2 above shall then be filled with new hires.

4. Work Schedule Preference Bids

- a. Employees may exercise a work schedule preference bid on the basis of Position Seniority at least twice in the first six (6) calendar months and at least twice in the last six calendar months. However, business needs may require adjusting the work schedule preference bid at a different frequency provided a minimum of four (4) bids are conducted in any calendar year or if business needs dictate, the fourth bid of the calendar year may be delayed to no later than January of the subsequent calendar year. The foregoing does not preclude the Company from posting additional bids during the calendar year. It is understood that the bids shall be posted for a period of seven calendar days prior to the bidding process set forth in 4.b. below.

- b. The employer shall provide an opportunity for all Employees to submit a bid preference in writing three (3) days prior to the processing of the work schedule preference bid. Employees shall be provided the opportunity to be present to bid. However, in the event that an Employee cannot be present and cannot be contacted by telephone and given the opportunity to bid; such Employee shall be placed in accordance with the following Sub-Sections 4.i. and 4.ii:
    - i. When filling the work schedule preference bid referred to in this Section, the Company will offer to have a Union steward present to witness the process. If a steward is not available the senior Union Employee available will be offered the opportunity to be present to witness the process. In the event the Union steward and the senior Union Employee are not available to participate in the bid processing, the Company may select an alternate Union Employee.
    - ii. It is the Employee(s) obligation and in their interest to notify the Company of their schedule preferences, in writing and dated, in case of absences such as: paid leave, medical leave, vacation, workers compensation, etc., as long as the Employee has a return-to-work date in writing. If the Employees have failed to timely submit their bid preferences to the Company and are unable to bid in order of their Position Seniority, they shall be assigned to the new work schedule as closely as possible to their previous work schedule.
5. An Employee awarded a job vacancy or a new position shall be given a fair training period for a period not to exceed ninety (90) days at the regular rate of compensation paid the Employee(s) on the job or in the position. In the event the Employee is judged to be insufficiently effective in that new position, the Employee will be returned to his previous position provided the return occurs within ninety (90) days of the award to the new position. Furthermore, the Employee may request to return to his former position at any time within the first ninety (90) days following the award to the new position; however, the Employee shall be barred from bidding to another position for a period of one (1) year.
6. The company reserves the right to change work start times as business needs dictate, by no more than two (2) hours without re-bidding work schedules.
7. When filling permanent job vacancies, ability and physical fitness being reasonably equal, seniority shall prevail. The Company shall place the employee in the schedule within ten (10) days of the bid closing for a job vacancy or a new position. The awarded classification rate of pay shall commence upon the first scheduled date. However, if the awarded classification rate of pay is lower than the employee's existing rate of pay, the awarded classification lower rate of pay will not become effective until the employee commences the new classification schedule. The accrual of seniority in said classification in locations where classification seniority exists shall commence on being awarded the position. It is understood that job vacancies subject to this Article may, when necessary, be filled at the employer's discretion temporarily to assure continuity of production. Temporary is defined as any period of time thirty (30) days or less except where (1) a job is vacated due to a medical leave of absence or (2) the required training to fill multiple vacancies cannot be completed in thirty (30) days or less, in which case the temporary jobs may extend beyond thirty (30) days by mutual agreement.

**ARTICLE 13**  
**STEWARDS AND UNION OFFICIALS**

1. The Company recognizes the right of the Local Union to designate Stewards and Alternate Stewards from the Company seniority list. The authority of Stewards and Alternate Stewards so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:
  - a. The investigation and presentation of grievances with his employer or the Company Representative in accordance with the provisions of the collective bargaining agreement.
  - b. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information:
    - i. Have been reduced to writing; or
    - ii. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.
2. Stewards and Alternates have no authority to take strike action, or any other action interrupting the Company business except as authorized by official action of the Local Union. The Company recognizes these limitations upon the authority of Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts unless condoned, ratified, or authorized by the Union. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge.
3. Stewards, upon notification to and approval by a supervisor, shall be permitted reasonable time to investigate, present and process a grievance on the Company property and where mutually agreed to by the Local Union and Company, off the property without loss of time or pay. Such time spent in handling grievances during the Stewards regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.
4. A Steward shall be present at all disciplinary investigations, and presentations. In the event that a Steward or Alternate is not available the Employee may select another bargaining unit member to act as witness.
5. The Company will offer Shop Stewards a total of one hundred and fifty (150) days per year (all Units combined) of paid time off to attend trainings conducted by the Union. The release of employees will be subject to the approval of the Company, which will not be unreasonably denied and based on the operational needs of the Business Unit at the time of the request. The Union will furnish the Employer with at least five (5) days written notice to the Reston Regional Office Director of Labor Relations and the local Business unit Leader.

**ARTICLE 14**  
**CHECK-OFF/UNION SECURITY PROVISION**

1. It shall be a condition of employment that all current Employees remain members in good standing of the Union which has been designated by the Council to act as the bargaining

representative for the Council of Employees at the facility where the Employee is employed. Alternatively, Employees may satisfy their obligations under this Article if they tender the designated Union a monthly sum equivalent to the standard monthly dues and any additional fees required of Union members, such sums to be recognized as "Service Fees".

2. It shall be a condition of continued employment that all Employees of the Company performing bargaining unit work shall on or before the sixtieth (60<sup>th</sup>) day following their hire date, become and remain members in good standing of the Union which has been designated by the Council to act as the bargaining representative for the Council of Employees at the facility where the Employee is employed. Alternatively, newly hired Employees may satisfy their obligations under this Article if they tender the designated Union a monthly sum equivalent to the standard monthly dues and any additional fees required of Union members, such sums to be recognized as "Service Fees."
3. The Company will deduct from the wages of any Employee covered by this Agreement said Employees initiation fees, service fees, and/or dues as a member of the designated Union upon receiving the Employee's voluntary and individual written authorization for the Company to make such deductions signed by the Employee. Such authorization forms will be provided by the designated Union. The Company will remit to the designated Union the wages withheld for such initiations fees, service fees and / or dues on a monthly basis via a secure electronic site. The amount so withheld shall be deducted from the appropriate paycheck, reported and paid to the designated Union monthly. The Employee's Social Security number, full name, dues rate, rate of pay, and status of employment will be transmitted with the monthly fees/dues. New hires including hire dates, terminations including termination dates, furloughs, including furlough dates, recalls, including recall dates, leaves including leave dates, return to work, including return to work dates, will also be provided to the designated Union monthly via email or a secure electronic site.
  - a) The Union will provide the Employer each month a sufficient number of "Application for Membership Authorization for Check Off Dues" forms. The forms will be handed to each employee immediately after hiring and contemporaneously with the execution of the Employer's personnel forms. If an Employee asks any questions regarding the forms, the employee will be referred to the Union for an answer. The Union will notify the Company of the name and phone number of the appropriate person at the Union for the employee to contact. If the Employee signs same the applicable form, the Employer shall retain one (1) copy, give one (1) copy to the Employee, and transmit the original authorization form to the Union each month on the Friday of the week in which the form is signed.
4. The designated Union shall give the Company at least thirty (30) days written notice via email before requesting the removal of Employees from employment for failure to maintain membership in good standing in accordance with the aforementioned Sections. The designated Union will hold harmless and indemnify the Company and its Employees with respect to any and all claims or liabilities arising out of, or in connection with this Article or any action taken under it at the request of the designated Union, provided that the designated Union shall have the right to defend itself against all such claims, if any.

5. Electronic Dues Employee Information

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 twenty-second (22<sup>nd</sup>) day of each month, a list of all Employees hired into the bargaining unit during the preceding month, including each Employee's name, social security number, date of birth, address, phone number, department, location, job title, hire date, status (full time, part time, etc.), classification/grade, if applicable and base hourly rate, and ethnicity (if employee has self-identified on official employment records).
- b. By the twenty-second (22<sup>nd</sup>) day of each month, a list of all bargaining unit Employees terminated and the reason therefore, placed on leave of absence and the LOA begin and return date (if available), or transferred out of the bargaining unit, and of all Employees transferred into the bargaining unit, during the preceding month including each Employee's name, social security number and the date(s) of such personnel transactions, and the expected date of return for leaves of absence (if available).
- c. The reports described in subsections a. and b. above shall be sent to the Union via encrypted e-mail or via secure FTP transfer site.
- 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, date of birth, department, location, job title, home address, phone number, status (full- time, part-time, etc.) and date of hire, ethnicity (if employee has self-identified on official employment records) and base hourly rate. This report shall be sent in Excel format via encrypted e-mail transmission or via secure FTP transfer site.

6. Monthly dues remittance

The Employer shall remit each month 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. The information shall be in computer readable electronic form, by either being sent via encrypted e-mail transmission or placed on a secure FTP site for the designated Union official to access and retrieve the data directly from.

- b. The remittance shall be forwarded to the designated financial officer not later than the twenty-second (22<sup>nd</sup>) of the month, for any deduction taken between the eleventh (11<sup>th</sup>) of the prior month and the tenth (10<sup>th</sup>) of the current month.

**ARTICLE 15**  
**JURY DUTY**

1. The Company will pay its Employees who are required to serve on jury duty the difference between the amount paid them by the Court for such service and the amount the Employee otherwise would have earned at work during the time of jury service, but not to exceed eight (8) hours in any one day (or ten (10) hours for those Employees scheduled to work ten (10) hour shifts during the time of jury service), or forty (40) hours in any one week.

2. In order to be eligible for jury duty pay, the Employee must verify with certification of the Clerk of Court all times and days of service. However, no payment shall be made under the provisions of this Article to any Employee summoned for jury service unless he has informed the Company of his jury summons at least seven (7) days before the first day on which he is required to serve.
3. Said Employee shall make himself/herself available for work for all days during said week when not required to serve on jury service. By failure to return to work as herein required, the Employee will forfeit all jury duty pay for that term of his jury service.

## **ARTICLE 16** **MILITARY LEAVE**

The Company agrees to abide by all applicable State and Federal laws as they relate to military leave.

## **ARTICLE 17** **SICK LEAVE**

1. Full-time active Employees, beyond their first calendar year of employment, will receive five (5) sick days each January 1st.
2. Full-time active Employees, within their first calendar year of employment, will receive five (5) sick days if their first day of employment is prior to July 1st or two and one-half (2.5) sick days if their first day of employment is on or after July 1st.
3. Provided a full-time Employee has accrued sick leave, the Employee shall receive eight (8) hours of sick pay for each day of sick leave used and shall be charged one (1) day of sick leave from his/her sick leave accrual. A full-time Employee working four (4) ten (10) hour shifts shall receive ten (10) hours of sick leave for each day of sick leave used and shall be charged one (1) day of sick leave from his/her accrual. New hires will be eligible to utilize earned sick days beginning the first day of the month following thirty (30) days of employment.
4. Part-time active Employees, beyond their first calendar year of employment, will receive three (3) sick days each January 1st.
5. Part-time active Employees, within their first calendar year of employment, will receive three (3) sick days if their first day of employment is prior to July 1st or one and one-half (1.5) sick days if their first day of employment is on or after July 1st.
6. Provided a part-time Employee has accrued sick leave, the Employee shall receive the number of hours of sick pay equivalent to the number of scheduled work hours for the day the employee is absent from work and shall be charged one (1) day of sick leave from his/her sick leave accrual. New hires will be eligible to utilize earned sick days beginning the first day of the month following thirty (30) days of employment.
7. Active Employees who have a sick leave balance as of December 31 of each year shall be paid out for such balance no later than the last paycheck in January of the subsequent

year. All sick leave cash out shall be paid at eight (8) hours per day, not to exceed twenty-four (24) hours for a Part-time employee and forty (40) hours for a Full-time employee.

8. The Employer will follow any state, local or airport sick leave law, policy, or ordinance to the extent that the benefits are greater than those contained in the NMA.
9. Employees must make a reasonable effort to provide the Company with at least two (2) hours' notice if unable to report to work.

## **ARTICLE 18**

### **UNION VISITATION**

The representatives of the Union, or of any Local Union representing the Employees of the Company, shall have the right upon advance notification or upon arrival to visit the establishment or any department thereof at reasonable times in order to investigate matters such as wages, hours, working conditions and grievances and shall be authorized to post official Union notices pertaining to conditions of employment in a place conspicuous to the Employees.

## **ARTICLE 19**

### **BEREAVEMENT LEAVE**

1. A regular, full time Employee who has completed the probationary period shall be entitled to a maximum of three (3) days paid leave to grieve the death of a parent, child, spouse, domestic partner, brother, sister, present parents-in-law, grandchildren and grandparents. If the Employee attends a funeral outside of the Employee's local area (defined as greater than 300 miles), the Employee shall be entitled to a maximum of two additional days off without pay to attend the funeral.
2. The Employee must submit proof of the death if so requested by the Company. Any falsification of proof shall be grounds for discipline up to and including discharge.

## **ARTICLE 20**

### **LEAVE OF ABSENCE**

#### **1. Leave of Absence for Union Activities**

The Company agrees to grant the necessary time off, without loss of seniority rights and without pay, to any Employee designated by the Council or any authorized Local Union agent of the Council to attend a labor convention or serve in any capacity on other official Union business, provided seven (7) days' written notice is given to the Company, specifying length of time off. The Council and/or Local Union agents of the Council agree that in making its request for time off for Union activities due consideration shall be given to the number of Employees affected in order that there shall be no disruption of the Company's operations due to lack of available Employees. Seniority shall continue to accrue during a Union Activity Leave.

## 2. Medical Leave

- a. An Employee will, upon proper application, be granted an unpaid medical leave of absence. An Employee with a covered disability under the Americans With Disabilities Act or comparable state or local law who requires leave as a reasonable accommodation under such laws may be granted a medical leave of absence up to a maximum of twelve (12) consecutive months unless otherwise required by law. Employees who have completed at least five (5) years of service as of the commencement of the leave may be granted a medical leave of absence up to a maximum of twenty-four (24) consecutive months, unless otherwise required by law. The Employee seeking this leave will furnish the Company, if requested, a written verification from his/her healthcare provider regarding his/her condition and his/her intended date of return using a form provided by the Company. The Company may make any additional request for medical documentation that is permissible under the Family and Medical Leave Act, the Americans With Disabilities Act, implementing regulations thereto, or other applicable state and local laws and regulations. An Employee will retain and continue to accrue seniority during disability leaves and extensions. An Employee who does not return to active status from a medical leave of absence at the conclusion of twelve (12) consecutive months of medical leave (or twenty-four (24) consecutive months for Employees with at least five (5) years of service as defined above) shall be removed from the seniority list unless the leave is further extended at the sole discretion of the Company or unless otherwise required by law.
- b. In the event an Employee is medically unable to return to work and desires to extend the leave of absence as a personal leave, the Employee shall notify the Employer and request a personal leave of absence in accordance with the requirements of this Section for personal leaves of absence.
- c. Employees may, at their option, use applicable paid leave (vacation, sick, etc.), prior to taking any medical leave without pay, except for leaves that qualify for FMLA under this subsection.
- d. An Employee requesting to return to work from a medical leave of absence within the twelve (12) or twenty-four (24) month period, or following a Company-approved leave extension in the form of a personal leave of absence, as specified in Section 2.a. above will be returned to his/her former position with full seniority, provided he/she submits adequate written medical documentation that he/she has been cleared to return to work and that he/she returns as soon as medical clearance is obtained, or after the conclusion of the Company-approved extension, if applicable. Adequate medical documentation shall include written confirmation from a medical provider that the Employee was unable to return to work for the period of the medical leave and a specific date that the Employee is cleared to return to work.
- e. The Company may request a second opinion using a medical provider of its choosing. If the second opinion determines that the Employee is not cleared to return to work, the Company will appoint a third medical provider to render an opinion. The selection of the third medical provider shall be mutually acceptable to the Company and the Union and the third medical provider's decision shall be final and binding.

- f. The Company will abide by the Family and Medical Leave Act, the Americans With Disabilities Act, and other applicable state and local laws in providing reasonable accommodations, including but not limited to leaves of absence, to covered Employees.

### **3. Personal Leave**

An Employee may, upon proper application, be granted an unpaid personal leave of absence subject to operational requirements. The leave of absence shall be for up to thirty (30) days unless the Employer agrees to extend for longer. The Employee will retain and continue to accrue seniority during this unpaid personal leave as long as the Employee returns on or before the return date. The Company shall have the sole discretion in granting such leaves of absence. Upon submission of a proper/completed request and supporting documentation (if applicable), the Company will notify the Employee within three (3) business days of its decision regarding the request for time off.

### **4. Requests for Leave**

With the exception of Section 1, Leaves of Absence for Union Activities, all leaves of absence shall be applied for in writing and may be granted at the discretion of the Company and in accordance with applicable laws. The provisions of Section 1 shall apply to those leaves that may be requested by the Union as set forth in Section 1 of this Article.

### **5. Return from Leave**

An Employee returning from an approved leave of absence, after notifying the Company at least seven (7) days in advance, shall be returned to his/her former job classification.

**ARTICLE 21****Vacation****1. Eligibility Table**

| Employee, on reaching his/her employment anniversary date as follows | Shall be eligible for the following vacations days | Provided the employee has                                                                                                                                      |
|----------------------------------------------------------------------|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 90 Days                                                              | One (1) day                                        | Worked his/her scheduled days without unexcused absences since beginning employment in accordance with expectations as determined by Operating Unit Management |
| 180 days                                                             | One (1) Day                                        | Worked at least ninety (90) days in the one hundred eighty (180) day period preceding such anniversary date                                                    |
| First (1 <sup>st</sup> year)                                         | One (1) week                                       | Worked at least one hundred eighty (180) days in the twelve (12) month period preceding such anniversary date                                                  |
| Third (3 <sup>rd</sup> ) year                                        | Two (2) weeks                                      |                                                                                                                                                                |
| Eight (8 <sup>th</sup> ) year                                        | Three (3) weeks                                    |                                                                                                                                                                |
| Fifteenth (15 <sup>th</sup> ) year                                   | Four (4) weeks                                     |                                                                                                                                                                |

- Notwithstanding the above Eligibility Table, an Employee entitled to five (5) or six (6) weeks of vacation as of December 19, 2005, shall remain eligible for such five (5) or six (6) weeks' vacation with pay. To be eligible for such a grandfathered vacation in any year after 2005, the Employee must work at least one hundred eighty (180) days in the twelve-month period preceding such Employee's anniversary date.
- Employees cannot waive their vacation and draw double pay for work during the vacation period unless mutually agreed between the Employee and the Company.
- Vacations will be taken between January 1<sup>st</sup> and December 31<sup>st</sup> of each year and such vacations shall be scheduled and posted not later than December 15<sup>th</sup> of each vacation year. Vacation bidding will be based on the overall company seniority within job classification, department, and shift. Employees shall be permitted to choose their vacation periods subject to the requirements of the business. A minimum of ten percent (10%) of the classification workforce may be able to bid during every week of the year except during the following peak periods (May 15<sup>th</sup> to September 15<sup>th</sup>, the week of Thanksgiving and the week of Christmas) where a minimum of three percent (3%) will apply. In classifications where the above percentages will result in less than one (1) employee, at least one (1) Employee will be permitted to bid. Preference in the choice of available vacation periods shall be granted on the basis of length of service; thereafter, an Employee's chosen vacation shall not be changed.
- When a holiday(s) occurs in an Employee's scheduled vacation period, he shall receive compensation for the extra day(s) vacation in lieu thereof.
- The full vacation period shall be given in consecutive days. No Employee shall be required to return to work during the vacation period once he/she has commenced his/her vacation period, but if the Company so requests and the Employee so desires, he may do so and receive his vacation pay in lieu of taking the vacation.

7. Should any overtime be available, it must first be offered to Employees who are not on vacation.
8. For the purpose of calculating vacation, former United Airlines Employees' seniority shall be inclusive.
9. Pro-rata vacation payout shall be calculated based on the length of service at the Employee's date of termination. Only vacation days that have been accrued and not used or paid out prior to termination will be eligible for the pro-rata vacation payout.
  - a. Employees who terminate prior to their 90th day of employment shall receive no vacation payout.
  - b. Employees who terminate on or after their 90th day of Employment but prior to their 180th day of Employment shall receive one day of pay provided the Employee has met the attendance requirements established in Article 21 Section 1.
  - c. Employees who terminate on or after there are 180th day of employment but prior to their first employment anniversary date shall receive up to two (2) days of vacation pay provided the employee has met the requirements established in Article 21 Section 1.
  - d. For Employees who terminate after their first employment anniversary date, pro-rata vacation payout shall consider whether termination occurs during a bridge year. A bridge year is defined as any year where the employees total vacation eligibility increases due to reaching the next higher employment anniversary of service as illustrated in Article 21 Section 1.

|                          | <b>For Employees Terminating After Their First Employment Anniversary, the Employee will receive vacation payout based on:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Not a Bridge Year</b> | <ul style="list-style-type: none"> <li>Any unused vacation according to the eligibility applicable to the calendar year prior to the terminating year.</li> <li>At a level of one-twelfth (1/12) of their full eligibility amount multiplied by the number of full calendar months worked applicable to the year of their termination.</li> </ul>                                                                                                                                                                                                                        |
| <b>If a Bridge Year</b>  | <ul style="list-style-type: none"> <li>Any unused vacation according to the eligibility applicable to the calendar year prior to the terminating year.</li> <li>At a level one-twelfth (1/12) of their full eligibility amount multiplied by the number of full calendar months worked applicable to the year of their termination, considering the amount they are eligible for and the months worked <u>prior to and after their anniversary</u> (i.e. using the increased eligibility rate applicable for only those months worked after the anniversary.)</li> </ul> |

10. On the payday immediately preceding an Employee's vacation week, he shall be paid his vacation pay computed on the basis of forty (40) hours per week at his then current straight-time hourly rate. An Employee scheduled for more than one week of consecutive vacation shall be paid for the multiple vacation weeks on the payday immediately preceding the first week of vacation.

**ARTICLE 22**  
**BULLETIN BOARDS**

A place shall be provided inside the Company kitchen facilities where Union notices of interest to the Employees may be posted. These notices will be restricted to:

1. Notices of Union recreational/social affairs.
2. Notices of Union elections/appointments and results of Union elections.
3. Notices of Union administrative affairs.
4. Notices of Union meetings.

The Company will supply all employees with an armband with a badge holder for their Company required badge(s) which will have space for a union Insignia.

The Union may provide employees with a small standard Union insignia to be placed on the inside of the Company provided badge holder in a location approved by the Company so as not to interfere with the visibility of the contents of the badge. Each local union will be permitted one (1) design. The insignia shall not be defamatory and is subject to approval by the company to ensure it conforms with all safety standards. Approval shall not be unreasonably denied.

**ARTICLE 23**  
**PENSION AND RETIREMENT PLAN/401K**

1. Effective on January 1, 2006, the Company will freeze the Dobbs Hourly Employee Pension Plan. As of such date, the Company will not make future contributions to the Plan, other than those necessary to fund the accrued liability at the time the Plan is frozen. Under the freeze the benefit payable to an Employee under this plan will remain at the amount accrued as of the date of the freeze with no further increase during the remaining term of employment.
2. Effective on January 1, 2006, the Company will freeze its contributions to the Union-sponsored pension plans at the level of Company contribution in effect as of June 1, 2005, for each respective Union-sponsored pension plan.
3. All Employees who have been employed by the Company for a period of ninety (90) days will be eligible to participate in the Dobbs International Services, Inc. Bargained Employees' 401(k) Plan. Effective on January 1, 2006, all Employees who have been employed by the Company for a period of one hundred and eighty (180) days and are not covered by any Union-sponsored pension plan(s) or any other Company-sponsored pension plan(s) other than the frozen Dobbs Hourly Employee Pension Plan described in Section 1 above will be eligible for a Company matching contribution equal to the first 3% of the Employees' pre-tax contribution to the Plan. Guidelines for the Plan will be established by the Company and distributed to eligible Employees and the Union prior to the enrollment date. Administration of the Plan remains a Company prerogative.

**ARTICLE 24**  
**HEALTH AND LIFE BENEFIT**

**Under this Agreement, some employees will be covered under the Company Plan until 1/1/28 and some employees will be covered under the UHH Plan.**

**A. For Employees remaining under the Company Plan:**

- 1) Regular, full-time bargaining unit Employees will be eligible to participate in a Company-sponsored group medical plan and the Basic and Supplemental Group Term Life/AD&D Insurance as described below.
- 2) Regular, full-time Employees will become eligible to participate in these plans on the first day of the calendar month following sixty (60) days of continuous employment. The minimum life insurance provided will be in the amount of \$10,000.00 and supplemental life insurance (above the \$10,000.00), dental and disability insurance will be offered on a voluntary, Employee-paid basis. The provisions of all these plans are contained in the plan descriptions themselves which are incorporated by reference hereto.
- 3) The Company sponsored medical plans shall include the following options and Company and Employee contributions:
  - a. For all eligible employees, the employee co-premiums for medical are:
    - Single: Employer 72% / Employee 28%
    - Single + Spouse; Single + Child(ren); Family: Employer contributes 72% / Employee 28%

|                     | High HRA Plan                  | Mid HRA Plan                   | Core/Catastrophic Plan         |
|---------------------|--------------------------------|--------------------------------|--------------------------------|
| Single              | Employer/Employee<br>72% / 28% | Employer/Employee<br>72% / 28% | Employer/Employee<br>72% / 28% |
| Single + Spouse     |                                |                                |                                |
| Single + Child(ren) |                                |                                |                                |
| Family              |                                |                                |                                |

**B. For Employees going into the UHH Plan:**

- 1) Regular, full-time bargaining unit Employees will be eligible to participate in the Company's Basic and Supplemental Group Term Life/AD&D Insurance as described below.
- 2) Regular, full-time Employees will become eligible to participate in these plans on the first day of the calendar month following sixty (60) days of continuous employment. The minimum life insurance provided will be in the amount of \$10,000.00 and supplemental life insurance (above the \$10,000.00), and disability insurance will be offered on a voluntary, Employee-paid basis. The provisions of all these plans are contained in the plan descriptions themselves which are incorporated by reference hereto.

- 3) Effective January 1, 2025, for business units in the following locations JFK, LGA, EWR, EWR2, LAX, HNL, OGG and SFO, the Employer agrees to contribute for each employee covered by this Agreement who opts to enroll or who is auto-enrolled per the terms below to UNITE HERE HEALTH (“Fund” or “UHH Plan”) in a single consolidated bill for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Hospitality Plan Unit (“HSP”), 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 due.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10 a.m. on the last business day of the month, any changes in the status of an employee that may affect that employee’s coverage or contribution (for example, leaves of absence, wage garnishment, not enough wages in the employees’ paycheck to cover deductions, 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 make the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

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

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

#### 4) Monthly Contributions

The parties agree that the Employer will remit contributions at the following rates. Effective 1/1/2025.

(A) Medical

- **Gold Plus PPO** -Single \$740.42, Single Plus Spouse \$1,579.14, Single Plus Child(ren) \$1,235.07, Family \$2,193.26
- **Kaiser Northern California**: Single- \$869.81, Single Plus Spouse-\$1,855.05, Single Plus Child(ren) \$1,450.84, Family- \$2,576.46.
- **Kaiser Mid Atlantic**: Single-\$ 757.98, Single Plus Spouse-\$1,616.53, Single Plus Child(ren)- \$1,264.30, Family- \$2,245.19.
- **Kaiser Southern California**: Single-\$861.57, Single Plus Spouse- \$1,837.49, Single Plus Child(ren)- \$1,437.11, Family- \$2,552.09
- **Kaiser SFO**: Single- \$930.16, Single Plus Spouse- \$1,983.75, Single Plus Child(ren)-\$1,551.50, Family- \$2,755.23.

(B) **Dental/Vision PPO**: Single- \$42.06, Single Plus Spouse - \$99.11, Single Plus Child(ren) - \$96.80, Family- \$140.71.

Effective January 1, 2025, through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary for the above-mentioned options, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

**5) Non-Ordinance Locations**

a) Co-premiums for locations not covered by a regulatory healthcare policy (aka "ordinance") and LAX:

For all eligible employees excluding LAX, the co-premiums for medical are:

- Single: Employer 90% / Employee 10%
- Single + Spouse; Single + Child(ren); Family: Employer 85% / Employee 15%

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

- Single: Employer 90% / Employee 10%
- Single + Spouse; Single + Child(ren); Family: Employer 80% / Employee 20%

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

- Single: Employer 85% / Employee 15%
- Single + Spouse; Single + Child(ren); Family: Employer 85% / Employee 15%

The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who enroll.

b) Health Care Phase-In for Non-Ordinance Locations:

- Effective January 1, 2026: Based on the overall number of employees in non-ordinance locations, 40% of those employees shall be eligible to participate in UHH Plan.
- Effective January 1, 2027: Based on the overall number of employees in non-ordinance locations, an additional 40% of those employees shall be eligible to participate in UHH Plan.
- Effective January 1, 2028: All remaining employees in non-ordinance locations shall be eligible to participate in UHH Plan.

6) Eligible locations shall be determined by the ERC. Each non-ordinance location shall either be eligible to participate in UHH Plan or remain in the Company plan, but not both. Ordinance Locations

a) Co-premiums for locations covered by a regulatory healthcare policy (aka “ordinance” locations) – JFK, LGA, EWR, EWR2, HNL, OGG:

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

- Single: Employer: 100%
- Single + Spouse; Single + Child(ren); Family: Employer 85% / Employee 15%

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

- Single: Employer 90% / Employee 10%
- Single + Spouse; Single + Child(ren); Family: Employer 80% / Employee 20%

b) At SFO – Employer contributes 100% of the premium cost for all employees for Medical, Dental and Vision for all levels of coverage (single, single + spouse, single + child(ren), family).

c) At JFK, LGA, EWR, and EWR2:

- i. Employees hired before or on the date of ratification who currently do not receive medical care coverage from the Employer and receive an hourly benefit stipend (or “HTA Employee(s)”) will be given a one-way option to opt into the UHH Plan provided under this section.
- ii. An HTA Employee who elects UHH Plan will no longer receive a benefit stipend.
- iii. At any future UHH Plan open enrollment, an HTA Employee who

- previously did not enroll in UHH Plan may elect to receive coverage under 6(c)(i) above, at which point the employee will cease to receive the benefit stipend.
- iv. HTA Employees who opt out of the UHH Plan will be paid an hourly benefit stipend rate (the "HTA Frozen Stipend Amount") based on the "NJ HTA" or "NY HTA" amount on the Employee's most recent wage statement prior to the date of ratification. The HTA Frozen Stipend Amount will be paid on all hours worked up to 40 hours per week. The HTA Frozen Stipend Amount will remain the same for each subsequent year or until such time the employee opts into UHH Plan.
  - v. In addition, HTA Employees will continue to receive their annual wage increases in accordance with Article 32.
- d) The employer shall contribute 100% of the premium cost for single coverage in the UHH Plan for all employees at JFK, LGA, EWR, and EWR2 who are hired after the date of ratification.

## **7) Rules pertaining to the transition from the Company Plan to the UHH Plan**

The ERC confirms that the UHH Plan satisfies all living wage or health care policies and ordinances applicable to the Employer as of the date of ratification. If during the life of this agreement, any location becomes covered by a new or modified living wage or health care policy or ordinance that requires the employer to contribute money to workers' health care or to make payments to workers in lieu of contributions to healthcare, the Employer and the ERC will meet within ten (10) days of the passage of a law's final regulations to create a framework for utilizing all or as close to all of the funding called for in the new law towards healthcare for the workers or individual workers that meet the criteria called for under the law.

If the parties cannot reach an agreement within thirty (30) days of the passage of a law's final regulations, either party may move the case to expedited arbitration with Arbitrator Richard Bloch or Jay Nadelbach. The parties agree to use whichever arbitrator has the first available date. The arbitrator's role will be to craft a decision, within the framework of the requirement of the law to provide for health care through UHH Plan, to the greatest extent possible for members of the bargaining unit and their dependents.

## **ARTICLE 25** **HOURS OF WORK AND OVERTIME**

1. The workweek shall start at 12:01 a.m. Saturday and end at 12:00 midnight the following Friday.
2. The Company agrees that the standard workweek shall consist of forty (40) hours per week. However, it is understood and agreed that neither the provisions of this Article or any other Article in the Agreement are to be considered as a guarantee of the availability in a work week of any particular number of days or hours per week for any Employee. All hours worked in excess of forty (40) hours in a workweek shall be paid for at the rate of time and one half the Employee's regular hourly rate.
3. An Employee's workweek shall normally consist of five (5) workdays and two (2) days off. In the event of an eight (8) hour shift, the workweek shall consist of five (5) work days and two (2) consecutive days off. In the event of a ten (10) hour shift, the workweek shall

consist of four (4) workdays with three (3) days off, two of these being consecutive. The consecutive days off provisions applicable to five and four day workweeks are subject to exception for operational needs.

4. The Company may utilize no more than thirty per cent (30%) of part-time Employees at any one location. Part-time Employees are defined as Employees normally scheduled to work twenty-four (24) hours or less per week. Part-time Employees are ineligible for all Company benefits (e.g. insurance, retirement, vacation, sick, holidays, etc.). Hourly rates shall be the same as full-time Employees. Part-time Employees shall be entitled to receive overtime for any hours worked beyond forty (40) hours per week.
5. The Company may utilize part-time Employees between May 15 and September 15 in accordance with the preceding paragraph, except that the thirty percent (30%) cap shall not apply during this period.
6. Overtime may be required when necessary to complete customer service obligations. However, prior to utilizing overtime, qualified Employees may be cross-utilized within pay grades and between pay grades to cover unplanned staffing shortages. When overtime is required, the Company agrees to offer such overtime to the Employees in the affected classification on that shift in order of seniority (i.e., offer first to most senior Employee, offer last to least senior Employee). Part-time Employees will be offered overtime only after overtime is offered to full-time Employees. In the event senior Employees decline the overtime assignment, the least senior full-time Employee in the classification working said shift will be required to work the overtime assignment. When requested to work overtime, Employees shall be given a minimum of two (2) hours' notice in order to allow them to make necessary preparations for working overtime. This provision requiring two (2) hours' notice shall not apply in case of an emergency or circumstance beyond the control of the Company, in which case the Company shall give notice of the need to work overtime as soon as it becomes aware of the need for overtime.
7. No Employee shall be required to work on their regularly scheduled days off.
8. Any Employee who performs work in a higher classification for one (1) hour or more in a day, shall be paid at the higher classification rate for the time worked in the higher job classification. Any Employee who performs work in a lower job classification during a day shall be paid at the rate of his regular job classification. Except:
  - a. Where an Employee is temporarily assigned to a lower classification to accommodate medical limitations; or
  - b. Where an Employee is disqualified from a higher rated position; or
  - c. Where an Employee is displaced or transferred (bidding) at his own request to another classification paying a lower rate.
9. All Employees covered by this Agreement scheduled to work at least an eight (8) hour shift will be granted one thirty (30) minute lunch break without pay. Employees will be provided one meal free of charge normally during the thirty (30) minute lunch break. The Company will provide meal options that are well-balanced and wholesome. Employees shall be provided with sanitary and adequate facilities for eating.

10. All Employees covered by this Agreement will be granted one fifteen (15) minute break with pay before the lunch break and one fifteen (15) minute break with pay after the lunch break for the purpose of relaxation.
11. An Employee who is required to attend a Company meeting on a scheduled workday but at a time other than his/her scheduled shift, shall be paid at a rate equal to his/her applicable hourly rate for time actually in attendance at such meeting. Any actual time spent in such meeting shall be counted toward the calculation of that Employee's overtime pay, if applicable. An Employee attending a Company meeting on his/her scheduled day off will receive the greater of two (2) hours of pay or actual time in attendance at such meeting.
12. Where business circumstances so require, such as the need to provide temporary staffing for special projects, unscheduled charters, unfilled positions while actively recruiting to staff them with bargaining unit Employees, the Company may hire temporary workers to perform work that is traditionally performed in the units by bargaining unit Employees provided that in such instances the Company agrees that such work will be limited to no more than thirty (30) days after which the Company may no longer fill said positions with temporary workers.

At all times prior and subsequent to hiring a temporary worker, the Company will continue to meet its obligations pursuant to Article 11 Seniority/Loss of Seniority, Article 12 Job Vacancy and Article 25 Hours of Work and Overtime. The Company may not cease its hiring program for full or part-time Employees to create the need for temporary workers.

13. Non-bargaining unit personnel shall not perform work customarily performed by Employees in the bargaining unit. It is understood, however, that as a business necessity, the Company must assure continuity of production and service and, therefore, supervisors may perform work in the following situations:
  - a. instructing Employees or demonstrating proper methods or procedures in performing work operations;
  - b. developing and testing new methods, equipment, and/or materials and products;
  - c. in cases of emergency or circumstance beyond the control of the Company that threatens to disrupt the schedule of the Company's operations.

## **ARTICLE 26**

### **RIGHTS OF MANAGEMENT**

1. This Agreement is not intended to interfere with, abridge or limit the Employer in the exercise of its function of management or the control of its business and the direction of its working force. The Union will not interfere directly or indirectly with the employment, transfer, discharge, or duties of any of the supervisory Employees or other company personnel not included in the bargaining unit.
2. It is agreed that the extent of its operations and the nature of the work to be performed, to determine when any operation shall function or shall be changed or terminated or when services to the airlines and railroad shall be increased, decreased or changed, to maintain efficiency of Employees; to make, publish and enforce rules of conduct, safety and appearance; to determine the number, extent and location of its operations; the kinds to be used, to subcontract work; the schedules and the number of hours an Employee shall work per day or per week; to hire, classify; to create new jobs and abolish jobs or combine jobs, are solely and exclusively the responsibility of the Employer. It is the responsibility and

right of the Employer to maintain discipline; to transfer, promote, demote, retire, layoff, suspend, discipline or discharge Employees for just cause. Such rights shall be subject to the limitation, if any, imposed by other Articles of this Agreement.

3. The Company will not subcontract any work within the scope of the craft or class prior to notifying the Council and providing the Council with the opportunity to address the proposed subcontracting and recommended options. The parties will have thirty (30) days after said notification to discuss any Council proposals, and if they are unable to reach agreement then the Company may exercise its management rights.

## **ARTICLE 27**

### **DRUG/ALCOHOL TESTING POLICY**

1. The Company and the Union agree that the Company shall maintain drug and alcohol testing policies in accordance with Department of Transportation (DOT)/Federal Motor Carrier Safety Administration (FMCSA) regulations.
2. The Company will notify the Union if Federal legislation or the DOT/FMCSA requires revisions to the methodology, categories or types of drug and alcohol testing.
3. Employees Who Must Be Tested
  - a. Company Employees subject to Department of Transportation mandated drug testing are drivers and loader helpers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a commercial driver license (CDL) or in a safety sensitive position. This includes Employees who relieve for vacations or other temporary vacancies.
  - b. In addition to testing mandated Employees, controlled substance testing will be part of pre-qualification conditions for safety sensitive positions and those persons transferring to a safety sensitive position. Individuals who bid for a safety sensitive position are subject to being tested for controlled substances before being accepted into such a position.
4. Employees covered by this NMA Agreement, who are not subject to DOT mandated drug testing, are subject to reasonable cause/suspicion and post-on-the-job-injury testing as provided herein.
5. Laboratory Testing

Because of the consequences that a positive test result has on an Employee, the Company will employ analytical testing methods in accordance with Department of Health and Human Services (DHHS)/Substance Abuse and Mental Health Services Administration (SAMSHA) protocols. These methods include initial, validity and confirmation tests. Urine specimens will be analyzed by laboratories certified by the DHHS/SAMSHA.
6. Types of Testing Required

The Company's testing format will include the following:

  - a. When there is reasonable suspicion,
  - b. To aid the investigation of all accidents and all vehicle accidents. (Drivers and Loader Helpers involved or present at the accident.)
  - c. Prior to assignment in safety-sensitive positions.
  - d. During an Employee's probationary period.
  - e. When an Employee is involved with an on-the-job injury which requires medical

attention.

7. Pre-Qualification Testing For Safety Sensitive Positions

The Company shall require any Employee who bids and/or transfers into a safety sensitive position to submit to a controlled substance test before the Employee is accepted into the safety sensitive position.

8. Reasonable Cause/Suspicion

- a. Upon reasonable cause, the Company will require an Employee to be tested for the use of controlled substances and/or the use of alcohol.
- b. Reasonable cause is defined as an Employee's observable action, appearance, conduct, speech, or body odor indicative of the use of a controlled substance and/or alcohol. In the event the test result is positive, adulterated or substituted, it shall be considered a dischargeable offense.

9. Non-DOT – Reasonable Cause/Suspicion

In the event an Employee (not covered by DOT) is tested, such test will be performed under the same procedures as described above. In the event the test result is positive, it shall be considered a dischargeable offense.

10. Post-Accident Testing

When any driver and loader helper or any Employee is involved in any accident, the Employee will be required to submit to drug/alcohol testing.

11. Random Testing Random Employee Selection

- a. The procedure used to randomly select Employees for drug and alcohol testing in compliance with the DOT regulations will be a computer program specifically intended for such an application.
- b. The program shall randomly select the names or social security numbers of the required number of Employees from the total pool of affected Employees.
- c. The Company shall maintain the list or true copies of the lists. The lists will be maintained and made available for review by Local Union representatives upon request.
- d. The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected Employees are treated fairly and equally.
- e. The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

12. Post on-the-Job Injury

When an Employee is involved with an on-the-job-injury, which requires medical attention, the Employee will submit to a drug/alcohol test. Such test will be performed under the same procedures as previously stated. In the event the test result is positive, adulterated or substituted it shall be considered a dischargeable offense.

13. Split Sample Procedure

Split samples of urine specimens will be secured and an Employee who tests positive may have the split sample tested at a DHHS/SAMSHA certified lab at the Employee's expense. The Employee must request the split sample test within seventy-two (72) hours of notification by the Medical Review Officer ("MRO").

14. Paid for Time

Employees required by the Company to submit to drug and/or alcohol testing shall be paid for all time from the place of employment to the collection site and for all the time at the collection site.

15. Disciplinary Action

Employees may be subject to discipline up to and including discharge as provided below if they test positive, refuse to submit to test or provide an adulterated or substituted specimen for drugs or alcohol.

a. Reasonable Cause/ Suspicion Testing

- i. A positive, adulterated or substituted test is a dischargeable offense.
- ii. Refusal to submit to a reasonable cause/suspicion drug or alcohol test is a dischargeable offense.

b. Post-Accident Testing

- i. A positive, adulterated or substituted test is a dischargeable offense.
- ii. Refusal to submit to a post-accident drug or alcohol test is a dischargeable offense.

c. Random Testing

- i. A positive test result – Employee is subject to successfully complete a rehabilitation program. The Employee will enter into a rehabilitation program within fifteen (15) calendar days after test results. Employees will be subject to random testing for twelve (12) months after the completion of the rehabilitation program. An Employee will be permitted a positive test result only once during his tenure with the Company.
- ii. Refusal to submit to a random drug or alcohol test is a dischargeable offense.

d. Pre-Qualification Testing for Safety Sensitive Positions

- i. A positive, adulterated or substituted test is a dischargeable offense.
- ii. Refusal to submit to a pre-qualification drug or alcohol test is a dischargeable offense.

e. Post On-The-Job-Injury

- i. A positive test is a dischargeable offense.
- ii. Refusal to submit to a post injury drug or alcohol test is a dischargeable offense.

16. The Company and the Union further agree that if an Employee(s) recognizes that he/she has an alcohol or drug abuse problem, and voluntarily identifies this problem to the Company, the Company will allow the Employee(s) unpaid time off to seek professional assistance, at the Employee's expense. The Employee will be permitted to utilize any applicable benefit for this absence. It is the responsibility of the Employee(s) to recognize the problem and come forward to the Company prior to any investigative or disciplinary situation. The Company agrees to provide the Employee(s) with a confidential method to contact professional assistance.

17. An Employee subject to a drug or alcohol screening will be suspended, pending the outcome of the screening. If the results are negative, the Employee will be returned to work and paid for any lost wages. If the results are positive, the Employee is subject to discharge.

**ARTICLE 28**  
**INVALIDATION CLAUSE**

If any of the terms and conditions of this Agreement is in violation of any State or Federal Law or Court Decision or decree, then to the extent of any violation, this Agreement shall be null and void. If any portion of this Agreement is declared illegal, it shall not in any way affect the remaining provisions of this Agreement.

**ARTICLE 29**  
**PAYROLL PERIOD**

1. The work week and pay period shall start at 12:01 a.m. on Saturday and end 12:00 midnight the following Friday.
2. All Employees covered by this Agreement shall be paid in full each week. Payroll checks will be made available for Employees on Thursday of each week following the work week and pay period.
3. Employees shall be paid in full when laid off or discharged. Payment of wages will be made in a timely manner at the next scheduled pay day.
4. Employees shall be provided with an itemized statement of gross earnings and all deductions.
  - a. As an alternative to paper statements, the Company will provide electronic means to allow current employees as of the date of this Agreement to voluntarily elect to receive electronic statements. The Company will provide instructions to enable employees to login to the electronic system to change this election at any time.
  - b. The Company will default all new hires as of the date of this Agreement to receiving electronic pay statements if permitted by law. The Company will provide instructions to enable employees to login to the electronic system to change this election at any time.
5. The Company will provide options to allow employees to voluntarily elect to receive paychecks via direct deposit or regular check.

**ARTICLE 30**  
**REPORTING PAY**

Any Employee reporting for work on a regular shift and not permitted to work shall receive four (4) hours pay at the Employee's regular rate, and any Employee who regularly works a four-day, ten-hour work week and reporting for work on a regular shift and not permitted to work shall receive five (5) hours pay at the Employee's regular pay rate. This provision shall not apply in the case of fire, strike, utility failure, acts of God or any other conditions beyond the control of the Company. Any part-time Employee who reports to work as scheduled or as requested on a given day, shall be guaranteed four (4) hours work or pay in lieu thereof.

**ARTICLE 31**  
**SAFETY AND HEALTH**

1. The Employer shall continue to make reasonable provisions for the safety and health of its Employees at the plant during the hours of employment, protective devices, on equipment, and /or clothing necessary to properly protect Employees from injury shall be provided for and maintained by the employer, when required by the employer. The Company shall continue to comply with all applicable Safety and Health laws.
2. In the event of a work-related injury or illness that requires serious immediate medical attention away from the workplace, the employer will provide transportation to the medical facility and back to the workplace. An Employee injured on the job during his/her shift will be compensated at a rate equal to his/her applicable hourly rate for the remainder of the scheduled shift.
3. An Employee who has returned to his/her regular or transitional duties following a work-related injury or illness and is required by the physician to receive additional medical treatment during his regular shift because the treatment cannot be scheduled before or after the shift may be rescheduled to work the remainder of his/her scheduled shift hours upon return to work. If the Company opts not to reschedule such Employee, the Employee shall receive the applicable workers compensation payment, if eligible, in accordance with the State Worker's Compensation Statute for such time needed to go and return to work for such treatment, including time of the treatment. The Employee is responsible for coordinating any such benefits through their Workers' Compensation Insurance Adjuster and the local payroll office.
4. Gate Gourmet - IBT/HERE Employee Representatives' Council National Safety and Health Committee

**Safety, Health and Equipment Issues**

- a. The Employer and the Union shall maintain a National Gate Gourmet/IBT/Unite - HERE Employee Representatives' Council Safety and Health Committee. Any actions taken by the Committee shall not conflict with the terms of this Agreement unless mutually agreed to otherwise in writing. No later than ninety (90) days after the signing of this Agreement, the parties shall meet to establish a set of Committee rules of procedure. There shall be one Chairman from the Employer and one Chairman from the Union. In addition to the Chairman there shall be Two Employer representatives designated by the Employer and two Union representatives designated by the Council.
- b. It is the intent of the parties to meet once per quarter adjacent to a System Board of Adjustment session, or as mutually agreed to otherwise, with an agenda to be agreed to by the respective Chairmen.
- c. It is the responsibility of the Committee to provide guidance and recommendations on all issues, involving safety and health (including ergonomic issues) and equipment, affecting Employees covered by the National Master Gate Gourmet Agreement. The Committee may consider any subject pertaining to the safety and health of the Employees covered by this Agreement which it deems significant.

- d. As agreed by the Chairmen, the Committee may establish such subcommittees as it deems necessary to address matters affecting safety and health. Such subcommittees may include pre-existing or new committees such as the PRIDE committees and/or the Employee Well Being committees.
5. No Employee shall be disciplined for leaving their work area to go to the restroom if management is unable to provide coverage within ten (10) minutes of the employee notifying a lead employee, supervisor, or manager.

## **ARTICLE 32**

### **WAGES**

#### **1. Hourly Wage Increases and New Scale**

##### **a. Floor –**

1. New floors will not lower the starting classification or individual wage of any classification or individual employee with a greater wage or scale than the new floor in any kitchen.
2. Employees in locations with rates below these floors shall receive minimum increases as follows:

Effective Date of Ratification (“DOR”) \$17.00 or \$1.00 per hour, whichever is greater.

Effective DOR + 1 year: \$18.00 or \$1.00 per hour, whichever is greater

Effective DOR +2 years: \$19.00 or \$1.00 per hour, whichever is greater

Effective DOR + 3 years: Hourly rate increases by 2.75%

Effective DOR +4 years: Hourly rate increases by 2.75%

#### **2. Scales**

- a. All scales shall include a Start, Year 1, Year 2 and Year 3 (4 Scale Steps).
- b. Each Scale Step shall be 2% greater than the previous Scale Step.
- c. Each year on Date of Ratification (DOR), DOR +1 year and DOR +2 years, the Tier 1 starting Scale Step of each classification shall increase by \$1.00 per hour, and all job tiers and Scale Steps will adjust in accordance with Article 32(b) and (d). In DOR +3 years and DOR + 4 years, the Tier 1 starting Scale Step of each classification shall increase by 2.75%, and all job tiers and Scale Steps will adjust in accordance with Article 32(b) and (d).

d. All jobs will be assigned to a job tier according to the following structure:

|              |                    |                                                                                                 |
|--------------|--------------------|-------------------------------------------------------------------------------------------------|
| Tier 1       | Entry level A      | Lowest applicable rate for each unit                                                            |
| Tier 2       | Entry Level B      | Tier 1 + minimum of \$1                                                                         |
| Tier 3       | Mid Level A        | Tier 1 + minimum of \$2                                                                         |
| Tier 4       | Mid Level B        | Tier 1 + minimum of \$3                                                                         |
| Tier 5       | High Level         | Tier 1 + minimum of \$4                                                                         |
| Tier 6       | Specialty level I  | Tier 1+ minimum of (1) \$5 or (2) the current spread from the Tier 1 amount if greater than \$5 |
| Tier 7       | Specialty level II | Tier 1+ minimum of (1) \$6 or (2) the current spread from the Tier 1 amount if greater than \$6 |
| Lead Premium | All job tiers      | \$1.00 / hour minimum                                                                           |
| GM Lead      | All job tiers      | \$2.00 / hour minimum                                                                           |

| <b>Job Classification*</b>  | <b>Tier level</b> |
|-----------------------------|-------------------|
| Assistant Cook              | 3                 |
| Cafeteria Attendant         | 1                 |
| Cook                        | 4                 |
| Coordinator                 | 5                 |
| CSA                         | 4                 |
| CSR                         | 5                 |
| CSR CDL                     | 6                 |
| CSR CDL Coordinator Miami   | 6                 |
| Dishroom Attendant          | 1                 |
| Dock Worker                 | 2                 |
| Duty Free                   | 1                 |
| Equipment Set Up            | 2                 |
| Expeditor                   | 3                 |
| Facility Maintenance        | 6                 |
| Flight Assembler            | 2                 |
| Flight Finalizer            | 3                 |
| Food Prep Specialist        | 3                 |
| Food Preparer               | 3                 |
| Liquor Packer               | 2                 |
| Liquor Packer International | 2                 |
| Meal Planner                | 4                 |
| Porter                      | 1                 |

|                     |   |
|---------------------|---|
| Shuttle Driver      | 4 |
| Special Meal Prep   | 4 |
| Specialty Cook      | 5 |
| Storeroom Clerk     | 3 |
| Storeroom Helper    | 3 |
| Vehicle Maintenance | 6 |
| Warehouse Attendant | 3 |

e. All job classifications within a specific tier at a unit will make the same starting rate of pay.

f. All scale steps outlined in Section 2(a) above will apply to each job tier.

g. There will be a \$1 minimum spread between each tier. In some cases, for jobs in Tier 6, a spread of greater than \$5, and for tier 7 a spread of greater than \$6, may be required to maintain the spread between the lowest-paid job and the highest-paid job(s) at the time of ratification.

h. Minimum wage increases required by law or ordinance will be applied to the Tiers in addition to the annual Tier adjustments provided by this agreement.

i. Jobs in each Tier to be determined by location and any job tier changes must be negotiated and mutually agreed upon by the Company and Union. If the parties are unable to agree on the appropriate rates or assignments within thirty (30) calendar days after the job tier changes are proposed, the matter(s) in dispute shall be submitted to expedited binding arbitration.

In the event of upward adjustments to any job tier above Tier 1 in a given location, the \$1.00 minimum distance between the tiers shall be maintained for any and all tiers above the rate adjustment. If the adjustment is to Tier 1, then all tiers shall be adjusted upwards accordingly. In no case will the distance between the tiers be narrowed as a result of an adjustment.

### 3. **Overscale Employees**

a. Employees with years of service above the Scale Steps outlined above in Section 2(a) of this Article will receive the increase resulting from the application of the job Tier's 3-year scale step rate or the following, whichever is greater:

- DOR - \$1.00 / hour
- DOR + 1 year - \$1.00 / hour
- DOR + 2 years - \$1.00 / hour
- DOR + 3 years – 2.75%
- DOR + 4 years – 2.75%

#### 4. Signing Bonus

All employees employed prior to or on March 1, 2022, will receive a signing bonus of \$2,000.00 within thirty (30) days of the date of ratification.

All employees employed after March 1, 2022, will receive a signing bonus of \$1,000.00 within thirty (30) days of the date of ratification.

5. With advance notice to the Council, the local Business Agent and the affected Employees, the Company may create and utilize seasonal, shift, weekend, or other premiums on a temporary basis in order to address unique recruitment and retention issues. Any Market Rate Adjustments (MRA) proposed by the Company during the term of this Agreement will be negotiated by the parties in accordance with agreed upon terms which include thirty (30) days of negotiations followed by binding arbitration if agreement cannot be reached on the appropriate MRA. The Council may also propose to the Company to reopen the wage supplement for any individual location to deal with unique recruitment or retention issues. Any disagreement arising from these proposals shall be submitted to final and binding arbitration after thirty (30) days of good faith negotiations.
6. The lead premium shall be standardized at \$1.00 per hour unless the practice is greater, in which case the practice shall prevail. The GM Lead premium will be standardized at \$2.00/hour.

### **ARTICLE 33** **OPPORTUNITY FOR CORRECTION OF FALSIFIED EMPLOYEE NAME AND/OR** **SOCIAL SECURITY NUMBER**

Until the ninety-first (91<sup>st</sup>) day following the date of system-wide publication of the 2005 National Master Agreement, the Company will allow current Employees on payroll as of December 31, 2005, to the extent consistent with applicable law, the opportunity to come forward to the Company without fear of termination for doing so, and make changes in their name and/or social security number, where such changes are the direct result of a change in the Employee's immigration status, provided that the Employee's new name and social security number are valid, belong to that individual Employee, not someone else, and the Employee is authorized and properly documented to work in the United States. If the new Social Security number or its use is found to be fraudulent and/or illegal, the Employee will no longer be eligible for employment and will not be allowed to submit additional new documentation.

#### **Compensation & Benefits**

To the extent consistent with applicable law, no Employee covered by this Agreement shall suffer any loss of Company-provided seniority, compensation, or benefits due to coming forward to make changes in their name and/or social security number where such changes are the direct result of a change in the Employee's immigration status, provided that the Employee's new social security number is valid, belongs to that individual Employee, not someone else, and the Employee is authorized and properly documented to work in the United States. If the new Social Security number or its use is found to be fraudulent and/or illegal, the Employee will no longer be eligible for employment and will not be allowed to submit

additional new documentation. It is understood that this provision does not apply to any loss of compensation or benefits beyond the Company's control.

### **Job Required Airport Access Credentials For Employees**

If in the process of coming forward to make changes in the their name and/or social security number (due to the direct result of a change in the Employee's immigration status), the Employee is denied by the Airport and/or government entities, the appropriate airport access credentials which are necessary to complete their job, the Employee will not have a job to return to and will be considered terminated.

### **Employees With Expiring Work Authorization Documents**

Upon request by the Local Union, the Company agrees to provide a report reflecting the names of Employees covered by this Agreement whose work authorizations are known to be expiring in the next sixty (60) days from the date of the request, for that particular location. The Union shall hold the Company harmless on account of any liability, claim, suit, or dispute arising out of the providing of information, or from the failure to provide complete information, relating to Employee work authorization, including the reasonable cost of defense made necessary by any such liability, claim, suit or dispute.

Nothing in this subsection limits the Company's ability to comply with Immigration and Control Act of 1986 (IRCA) or other laws or government directives.

### **Social Security "No Match" Letters**

Prior to the distribution of any Social Security "No Match" letters, the Company shall notify the Union and the parties shall work together to issue a joint communication to the Employees regarding said letters. The parties shall work together to educate managers and Employees concerning the legal obligations of the Company and the rights of Employees regarding "No Match" letters.

### **Re-Hire Opportunity After Termination For Falsified Employee Name and/or Social Security #**

Effective December 31, 2005, in the event an Employee, who has completed at least one (1) year of Company seniority, but less than two (2) years, is terminated due to a lack of proper work authorization, the Employee will be eligible for reinstatement at the same unit, or in the event of a consolidation, the consolidated unit, upon providing proper documentation of work authorization to the Company within six (6) months of the date of his/her termination and provided the Employee meets all requirements which the Company sets forth for newly hired Employees. Employees with two (2) or more years of Company seniority as of their termination date shall be permitted an additional six (6) months (i.e., 12 months from the date of termination) to re-apply and provide proper documentation of work authorization to the Company.

If the Employee is able to provide proper documentation of work authorization to the Company, the Employee shall be reinstated as soon as practicable to his or her former job classification, as long as he/she has more adjusted job classification seniority that the least senior Employee in that former job classification who would then be laid off. The re-hired Employee will have their Company and Job Classification seniority adjusted to reflect their time away from the Company due to lack of proper work authorization.

If the Employee to be rehired is unable to return to the job classification he or she was terminated from, he or she may attempt to be rehired into a former job classification using the job class seniority in that prior job classification.

If an Employee with two (2) or more years of Company seniority as of their termination date is unable to re-apply and provide the documentation referred to in the preceding section within twelve months of termination, the Company will offer, (as job class seniority permits and upon the Employee's presentation to the Company of proper documentation of work authorization), the Employee the next available opening in the Employee's most recent former classification, but as a new hire without seniority. The parties agree that such Employees will be subject to a new probationary period.

### **Seniority & Job Classification For Previously Terminated Employees With Open Grievances**

Those Employees previously terminated in calendar years 2001, 2002, or 2003, for submitting false name and/or Social Security number or due to a lack of proper work authorization, will be eligible to reinstatement at the same unit or consolidated unit upon providing proper documentation of work authorization to the Company and provided the Employee meets all requirements which the Company sets forth for newly hired Employees. If the Employee is able to provide proper documentation of work authorization to the Company, the Employee shall be reinstated as soon as practicable to his or her former job classification, as long as he/she has more adjusted job classification seniority than the least senior Employee in that former job classification who would then be laid off. These Employees will not have their Company or Job Classification Seniority adjusted upon return to work. If the Employee to be rehired is unable to return to the job classification he or she was terminated from, he or she may attempt to be rehired into a former job classification using the job class seniority in that prior job classification. The Union agrees to withdraw all grievances of those employees in consideration of the above agreement.

## **ARTICLE 34** **TECHNOLOGICAL CHANGE AND AUTOMATION**

1. The Employer shall share information with the ERC at least thirty (30) days before its implementation and shall upon request of the ERC, shall meet with the Directors or their designees about the impact on the workforce. The parties will discuss these impacts in good faith and discuss solutions to any issues.
2. When a new technological change or automation is put into service by the Company, employees shall be given the opportunity to be trained, in seniority by particular classification, on the new technology utilized in the nature of the work to be performed by the Company. The Company will make every effort to train sufficient numbers of Employees to accomplish this. The Company may utilize those Employees trained and qualified based on the needs of the service. Employees selected for training under these procedures may be designated in the order of their classification seniority, subject to their availability.
3. Any Employee laid off as a direct result of technological change will receive one week of pay and health care for each year of service, up to the maximum of four weeks.

## ARTICLE 35 – DURATION

This Agreement shall be effective on the Date of Ratification (DOR), August 28, 2024, except as specifically provided herein, and thereafter remain in effect until changed in accordance with the provisions of the Railway Labor Act (RLA) and shall remain in effect through August 28, 2029. Neither party shall prior to sixty (60) days before the amendable date, serve a notice on the other party, pursuant to Section 6 of the RLA, to change any term of the Agreement, which clause shall not be effective prior to five (5) years plus one (1) day.

For the Union:

DocuSigned by:  
 By: Chuck Hendricks  
 226E8B870718451...  
 Unite HERE

Date: 6/5/2025

DocuSigned by:  
 By: [Signature]  
 ECBB4EA9315764D7  
 International Brotherhood of Teamsters

Date: 6/4/2025

For the Company:

DocuSigned by:  
 By: Elaine Dray  
 2B359F307A9946C  
 Elaine Dray, Gate Group

Date: 6/4/2025

DocuSigned by:  
 By: Michael Spear  
 170327EC8FD94F3  
 Michael Spear, Gate Group

Date: 6/4/2025

**Attachment A- Authorized Union Designations**

| <b>Teamsters</b>    |                         |                          |          |
|---------------------|-------------------------|--------------------------|----------|
| Unit                | Location                | Union Local              |          |
| 1002                | Atlanta                 | IBT Local 528            | Addendum |
| 1013                | Boston                  | IBT Local 25             | Addendum |
| 1014                | East Boston             | IIBT Local 25            | Addendum |
| 1036                | Chicago                 | IBT Local 705            | NMA      |
| 1901                | Chicago Garage          | IBT Local 705            | Addendum |
| 1008                | Cincinnati              | IBT Local 114            | NMA      |
| 1009                | Columbus                | IBT Local 114            | NMA      |
| 1005                | Dulles                  | IBT Local 639            | Addendum |
| 1019                | Indianapolis            | IBT Local 135            | NMA      |
| 1020                | Jacksonville            | IBT Local 512            | Addendum |
| 1022                | Los Angeles             | IBT Local 572            | Addendum |
| 1024                | Memphis                 | IBT Local 667            | Addendum |
| 1026                | New Orleans             | IBT Local 270            | Addendum |
| 1029                | Orlando                 | IBT Local 385            | NMA      |
| 1145                | Orlando 2               | IBT Local 385            | NMA      |
| 1035                | San Francisco           | IBT Local 2785           | Addendum |
| 1038                | St. Louis               | IBT Local 688            | Addendum |
| <b>UNITE HERE</b>   |                         |                          |          |
| 1036                | Chicago                 | UH Local 1               | NMA      |
| 1011                | Denver                  | UH Local 23              | NMA      |
| 1016                | Ft. Lauderdale          | UH Local 355             | NMA      |
| 1017                | Honolulu                | UH Local 5               | NMA      |
| 1027                | JFK                     | UH Local 100             | NMA      |
| 1022                | Las Vegas               | Culinary Union Local 226 | Addendum |
| 1021                | Maui                    | UH Local 5               | NMA      |
| 1025                | Miami                   | UH Local 355             | Addendum |
| 1028                | Newark                  | UH Local 100             | Addendum |
| 1004                | Newark 2                | UH Local 100             | NMA      |
| 1033                | San Antonio             | UH Local 23              | NMA      |
| 1034                | San Diego               | UH Local 30              | NMA      |
| 1035                | San Francisco           | UH Local 2               | Addendum |
| 1037                | Seattle                 | UH Local 8               | NMA      |
| 1039                | Tampa                   | UH Local 362             | Addendum |
| 1040                | West Palm Beach         | UH Local 355             | NMA      |
| <b>Non- Council</b> |                         |                          |          |
| 1010                | Dallas Ft. Worth        | BCTGM* Local 111         | Addendum |
| 1015                | LaGuardia<br>(Flushing) | RWDSU**Local 1102        | Addendum |

\*Bakery, Confectionary, Tobacco Workers and Grain Millers International Union

\*\*Retail, Wholesale and Department Store Union/United Food and Commercial Workers Union

## **LETTER # 1 SYSTEM BOARD OF ADJUSTMENT RULES OF PROCEDURE**

This shall confirm the parties' agreement to update the Gate Gourmet System Board of Adjustment Rules of Procedure in the National Master Agreement as follows:

### **Gate Gourmet System Board of Adjustment**

#### **Rules of Procedure**

##### **Rule 1: Scheduling of Hearings**

The Gate Gourmet System Board of Adjustment (the “**System Board**”) shall conduct regular hearings six (6) times per year, every other month, commencing April 2002. The hearings will commence on the scheduled date at 9:00 am and will conclude at 5:00 pm daily unless otherwise modified by the mutual agreement of the members of the System Board. The Co-Chairpersons of the Union and the Company shall each determine three (3) meeting locations per year. Hearing dates and locations will be established each year. (**Attachment #1**)

##### **Rule 2: Composition of System Board**

The System Board will be comprised of two (2) members of the Union and two (2) representatives of the Employer as set forth in Article 10 of the National Master Agreement. The designated Co-Chairpersons of the Union and Employer will preside over the Hearings of the System Board and will make final rulings on all points of order and of admissibility of proof.

- A. The IBT/HERE Employee Representatives' Council will designate the Union's Co-Chairperson.
- B. The Employer will designate the Employer's Co-Chairperson.
- C. The Co-Chairpersons will designate the Secretary of the System Board.

##### **Rule 3: Requests for Hearing**

Hearings before the System Board will be scheduled only after a Request for Hearing has been properly and timely filed with the Secretary. A Request for Hearing is attached. (**Attachment #2**). Requests for Hearing, and all other required notifications referenced in these Rules of Procedure, shall be sent to the Secretary by electronic mail or fax. A copy of the Request for Hearing must also be sent to the opposing party at the same time and in the same manner it is sent to the Secretary. Upon such proper and timely filing, a hearing will be scheduled, and it is mandatory that the Union and Employer be present at the hearing. Failure to so appear will result in a ruling by the System Board against the absent party. Requests for hearing may be withdrawn or postponed, but in no event can the Union or Employer be permitted to postpone the same hearing more than one (1) time unless by mutual agreement. Postponements must be submitted no less than eight (8) days prior to the hearing date, by notifying the opposing party, and the Secretary of the System Board in writing. After both parties have exercised their right to unilaterally postpone the hearing one time each, a Continuance will be accepted so long as both

parties mutually agree and by notifying the Secretary of the System Board in writing within the timelines.

#### **Rule 4: Timeliness of Requests for Hearing**

Requests for Hearing must be sent to the Secretary within the following time limits:

- A. For all Grievances, within fourteen (14) days of the receipt by the Union of the Company's written decision of the final step of the Grievance Procedure.
- B. For all other disputes, within thirty (30) days of the date the dispute became known to the Union or Employer.

#### **Rule 5: Docketing**

Cases will be docketed on the Agenda as the Requests for Hearing are received by the Secretary. The "cut-off" for making the docket for a scheduled hearing date is fifteen (15) days prior to the scheduled hearing date. Requests for Hearing must be received by the Secretary on or before 5:00 p.m. within the time zone in which his or her office is located on the "cut-off" date for the cases to be docketed. Postponements are allowed up to seven (7) days after the "cut-off" date for the docket, and eight (8) days prior to the hearing, by notifying the opposing party, and the Secretary in writing on or before 5:00 p.m. within the time zone in which his or her office is located for the cases to be postponed. Continued liability will be determined on a case by case basis. Only discharge cases and/or cases which involve continuing liability may be added to the Agenda after the cut-off date with the approval of the Board Members. All cases will be heard by the System Board in the order in which the cases are docketed. However, upon reasonable request, the Co-Chairpersons can agree to hear a case out of its regular order on the docket.

#### **Rule 6: Presentation of Cases**

The following rules govern the presentation of cases before the System Board:

- A. When a case is called for hearing, the Secretary will inquire whether the case is properly before the Board. Either party may state their objection(s) as to why a case is not proper before the Board. The Board will adjourn to Executive Session to make its ruling.
- B. Both parties, where possible, will attempt to "frame the issue" of the grievance before the Board. Examples: (Issue: Was Joe Smith discharged for cause? If not, what is the remedy? Was Betty Doe's seniority violated?)
- C. The presentation of cases before the System Board is limited to representatives from the Union and the Employer only. Attorneys are not allowed to present cases before the System Board. The grievant may also be present during the hearing. Witnesses may be called to testify on behalf of the parties.
- D. All evidence presented to the Board must be in the form of hard copy except where video evidence is applicable. In that instance the presenting party must provide their own equipment or make previous provisions for such equipment. Written

statements may be presented in lieu of live testimony only if the statements are legible, notarized, and have been presented to the opposing party at least ten (10) days prior to the hearing date. Routine e-mail communications are not required to be notarized unless they are intended to be used as direct witness statement, in which case they must be legible, notarized, and have been presented to the opposing party at least ten (10) days prior to the hearing date. Statements obtained by the opposing party in rebuttal to these written statements must also be legible, notarized, and presented to the other party at least three (3) days prior to the hearing date. In cases involving grievances, written evidence can be used at the System Board hearing only if that same written evidence had been presented to the opposing party at some prior step of the grievance procedure. The party presenting the written evidence must also have five (5) additional hard copies of the document, four (4) for the System Board members and one (1) for the opposing party. Live video conference testimony may only be admitted if the witness had testified at an earlier step of the grievance process.

- E. The party filing the Request for Hearing will present its case first, except when the case involves discharge or suspension in which instance the Employer will present its case first.
- F. Only evidence pertaining to the particular issue before the System Board generally will be permitted, but evidence of progressive discipline may be introduced if relevant to a particular case. The Board will have the final say in all disputes or points of order raised regarding evidence presented.
- G. The parties will be given every reasonable opportunity to present their respective case. However, the Co-Chairpersons have the complete discretion to limit proof, evidence and/or testimony in any manner they jointly deem necessary.
- H. The System Board shall have the authority to apply and interpret all provisions of the applicable Agreements to the extent necessary to render its decision.
- I. The System Board shall not conduct hearings unless both parties comply with all applicable provisions of the Grievance Procedure set forth in the Master Agreement.
- J. After each party has presented its case, the System Board members, in executive session, will voice their positions. During this executive session, all other persons will leave the hearing room. After a decision has been agreed to by a majority of the panel, or if a deadlock is reached, all interested parties shall be called into the hearing room and advised of the outcome.
- K. The Secretary shall prepare written minutes of the System Board hearings. These minutes shall briefly outline the nature of the disputes, the facts as determined by the System Board, and the decisions reached by the System Board. The Secretary shall e-mail copies of the minutes to the System Board members, all Unions and the Employer.

#### **Rule 7: Binding Decision**

All decisions by the System Board are final and binding on the parties.

### **Rule 8: Financial Charges**

The non-prevailing party will pay the sum of fifty dollars (\$50.00) to the System Board. This charge must be paid in full prior to the next scheduled System Board hearing. Additionally, there will be a twenty-five dollar (\$25.00) charge to the party granted a request for postponement of a docketed case. Finally, the hearing before the System Board, with the exclusion of the executive session, will be recorded. Either party may obtain a copy of the recording for a fee of one hundred dollars (\$100.00). All monies collected will be placed in an account established by the System Board and will be used to defray the costs of the System Board in conducting the hearings. In the event of mutual postponement of a case, the postponement fee of twenty-five dollars (\$25.00) shall be waived.

### **Rule 9: Modification of Rules**

These Rules of Procedure are subject to the modification or revision by mutual agreement of the members of the System Board.

### **Rule 10: System Board Scheduling**

The System Board Hearings will not be scheduled between the parties during the same week as previously scheduled National Grievance Hearing for Sky Chefs or ACTS.

**Attachment #1**  
**Gate Gourmet System Board of Adjustment Hearing Schedule**

Hearings will be held the following months for two (2) consecutive days. Dates and locations to be determined each year in accordance with Rule 1.

|                        |                         |
|------------------------|-------------------------|
| <b><u>February</u></b> | <b><u>9:00 a.m.</u></b> |
| <b><u>April</u></b>    | <b><u>9:00 a.m.</u></b> |
| <b><u>June</u></b>     | <b><u>9:00 a.m.</u></b> |
| <b><u>August</u></b>   | <b><u>9:00 a.m.</u></b> |
| <b><u>October</u></b>  | <b><u>9:00 a.m.</u></b> |
| <b><u>December</u></b> | <b><u>9:00 a.m.</u></b> |

**Attachment #2**  
**Gate Gourmet System Board of Adjustment**  
**Request for Hearing**

Gate Gourmet Unit:\_\_\_\_\_ Local Union:\_\_\_\_\_  
Grievant/Complainant:\_\_\_\_\_  
Union Contact Person:\_\_\_\_\_ Phone:\_\_\_\_\_  
E-mail:\_\_\_\_\_  
Gate Gourmet Contact Person:\_\_\_\_\_ Phone:\_\_\_\_\_  
E-mail:\_\_\_\_\_

Date of Step 3 Hearing: \_\_\_\_\_Date of Step 3 Hearing Decision:\_\_\_\_\_

If the Step 3 Hearing has not been held or responded to, and/or this Request for Hearing is being referred to the Board because of a dispute related to the processing of any of the grievance steps, please explain below in addition to the Nature of Dispute.

Issue before the Board: \_\_\_\_\_

Nature of Dispute:\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hearing Date Requested:\_\_\_\_\_

*I certify that I have complied with the notice requirements of Rule 3 of the Gate Gourmet System Board of Adjustment Rules of Procedure and that I have sent a copy of this Request for Hearing to the opposing party on the same date and by the same manner I sent this request to the Secretary.*

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**XXXXXXXX DO NOT WRITE BELOW THIS LINE XXXXXXXX**

Docket Number:\_\_\_\_\_

**Hearing Date:**\_\_\_\_\_

Decision of the Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER #2**

**T.I.P. DEDUCTIONS**

December 31, 2005

Mr. Kenneth C. Paulsen  
Director, IBT/HERE Employee Representatives' Council  
DC Airport Department  
1775 K Street NW  
Suite 620  
Washington DC 20006

Mr. Steven P. Vairma  
Co-Director, IBT/HERE Employee Representatives' Council  
10 Lakeside Lane, Suite 3-A  
Denver, CO 80212

Dear Mr. Paulsen and Mr. Vairma:

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 (**see text of form below**). 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, 16th Floor, New York, NY 10001, Attention Treasurer.

Sincerely,

/s/ Anthony J. Bralich Jr.

Anthony J. Bralich Jr.  
Vice President,  
Human Resources and Labor Relations  
Gate Gourmet, Inc.

**The Company agrees to honor political contribution deductions authorizations from Employees in the following form:**

UNITE HERE TIP Campaign Committee

**CHECK-OFF AUTHORIZATION FOR POLITICAL CONTRIBUTIONS FROM WAGES**

I, \_\_\_\_\_ hereby authorize  
and direct the PAYROLL DEPARTMENT OF  
\_\_\_\_\_ to

(NAME OF EMPLOYER)

deduct from my salary the sum of \$\_\_\_\_\_ per pay period and to transmit that sum to the UNITE HERE TIP Campaign Committee. I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) contributing to the UNITE HERE TIP Campaign Committee is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; and (4) any guideline contribution amounts proposed by UNITE HERE are only suggestions; I may contribute more or less than those amounts, and I will not be favored or disadvantaged by UNITE HERE because of the amount of my contributions or my decision not to contribute.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
\_\_\_\_\_  
(PRINT YOUR FULL NAME HERE)

SOCIAL SECURITY \_\_\_\_\_ DATE \_\_\_\_\_  
NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
(STREET) (CITY, STATE, ZIP CODE)

DEPARTMENT or AFFILIATE or \_\_\_\_\_ POSITION \_\_\_\_\_  
LOCAL \_\_\_\_\_

Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year. Only U.S. citizens and lawful permanent residents who are UNITE HERE members or UNITE HERE executive or administrative staff, or their family members, may contribute.

Contributions or gifts to the UNITE HERE TIP Campaign Committee are not tax deductible.

**LETTER #3**

**DRIVE PAYROLL DEDUCTIONS**

December 31, 2005

Mr. Kenneth C. Paulsen  
Director, IBT/HERE Employee Representatives' Council  
DC Airport Department  
1775 K Street NW  
Suite 620  
Washington DC 20006

Mr. Steven P. Vairma  
Co-Director, IBT/HERE Employee Representatives' Council  
10 Lakeside Lane, Suite 3-A  
Denver, CO 80212

Dear Mr. Paulsen and Mr. Vairma:

The Company agrees to deduct from the paycheck of all Employees authorizing such deductions covered by this Agreement, voluntary contributions to DRIVE (a Political Action Campaign Program). DRIVE shall notify the Company of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked and shall provide the Company an original copy of said payroll deduction authorization. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's Social Security number and the amount deducted from the Employee's paycheck.

Sincerely,

/s/ Anthony J. Bralich Jr.

Anthony J. Bralich Jr.  
Vice President,  
Human Resources and Labor Relations  
Gate Gourmet, Inc.

**LETTER #4**

**OPPORTUNITY FOR CORRECTION OF  
FALSIFIED NAME AND/OR SOCIAL  
SECURITY NUMBER**

December 31, 2005

Mr. Kenneth C. Paulsen  
Director, IBT/HERE Employee Representatives' Council  
DC Airport Department  
1775 K Street NW  
Suite 620  
Washington DC 20006

Mr. Steven P. Vairma  
Co-Director, IBT/HERE Employee Representatives' Council  
10 Lakeside Lane, Suite 3-A  
Denver, CO 80212

Dear Mr. Paulsen and Mr. Vairma:

To the extent possible, but limited, based on applicable law, airport security directives, FAA, TSA, and other Government entities with regulatory authority over Gate Gourmet Division Americas, the Company agrees to the following terms for Employees hired after the effective date of this Agreement:

1. If an Employee is terminated for lack of proper work authorization, upon request, the Company agrees to meet and confer with the Union regarding the termination.
2. In the event a new amnesty is passed by the government allowing Employees, who were hired after the effective date of the NMA to obtain work authorization, the Employees shall then be covered under the provisions of the MOA.
3. Employees shall not be barred from future employment with Gate Gourmet Division Americas provided that they meet all Company requirements for new hires.
4. The Company shall provide all new applicants with information concerning possible legal consequences of accepting employment with companies doing business in the airline industry for applicants who may not have proper work authorization.

Sincerely,

/s/ Anthony J. Bralich Jr.

Anthony J. Bralich Jr.  
Vice President,  
Human Resources and Labor Relations  
Gate Gourmet, Inc.

**LETTER #5**

**WAGE RATES FOR NEW CLASSIFICATION  
AT EXISTING FACILITIES**

December 31, 2005

Mr. Kenneth C. Paulsen  
Director, IBT/HERE Employee Representatives' Council  
DC Airport Department  
1775 K Street NW  
Suite 620  
Washington DC 20006

Mr. Steven P. Vairma  
Co-Director, IBT/HERE Employee Representatives' Council  
10 Lakeside Lane, Suite 3-A  
Denver, CO 80212

Dear Mr. Paulsen and Mr. Vairma:

The Company agrees to meet with the Council for the purpose of establishing hourly wage rates for any new classification of Gate Gourmet, Inc. Employee which is created at any existing facility. Should the parties be unable to reach agreement on the applicable wage rates, either party may submit the unresolved dispute to final and binding resolution by the System Board of Adjustment established by Article 10 of the National Master Agreement.

Sincerely,

/s/ Anthony J. Bralich Jr.

Anthony J. Bralich Jr.  
Vice President,  
Human Resources and Labor Relations  
Gate Gourmet, Inc.

## WAGE SUPPLEMENTS AND LOCAL ADDENDA

### Letter #6

Local Addenda will be signed at the same time as the National Master Agreement.

For the Union:

DocuSigned by:  
By: Chuck Hendricks  
Unite HERE

Date: 6/5/2025

DocuSigned by:  
By: [Signature]  
International Brotherhood of Teamsters

Date: 6/4/2025

For the Company:

DocuSigned by:  
By: Elaine Dray  
Elaine Dray, Gate Group

Date: 6/4/2025

DocuSigned by:  
By: Michael Spear  
Michael Spear, Gate Group

Date: 6/4/2025