

Collective Bargaining Agreement

Between

AIRPORT RETAIL MANAGEMENT, LLC

And

UNITE HERE INTERNATIONAL UNION

Effective June 24, 2014 through
June 30, 2018

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This Agreement is made by and between Airport Retail Management, LLC, doing business at Hartsfield-Jackson Atlanta International Airport (hereinafter referred to as the "Employer"), and UNITE HERE International Union (hereinafter referred to as the "Union") covering certain employees of the Employer at Hartsfield-Jackson Atlanta International Airport.

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

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

THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative for collective bargaining purposes concerning the negotiable terms and conditions of employment of all employees covered in classifications listed in Appendix A (referred to hereinafter as "Employees") in all food/beverage and news/gifts/retail operations ("Operations") at Hartsfield Jackson Atlanta International Airport ("Airport") which during the term of this Agreement are operated by or substantially under the control of the Employer.

1.2 Supervisors, as defined by the National Labor Relations Act, will not perform bargaining unit work except for purposes of training, to relieve employees on break or in the event of a legitimate business emergency, such as extreme weather conditions or security emergencies affecting employees' ability to report to work or complete their assigned shifts. Any questions arising out of the application or interpretation of this article shall be subject to the arbitration provisions of this Agreement.

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

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

ARTICLE 2 - UNION RIGHTS

2.1 Hire From Any Source/No Credit Check:

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

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

(c) No employee shall be required to undergo a credit check or a pre-employment credit check.

(d) No employee shall be required to undergo pre-employment drug testing.

2.2 Orientation:

Within five (5) calendar days following a new employee(s) being hired by the Employer, the Union will be provided with the name, classification, address and hire date of said new bargaining unit employee(s) via electronic format uploaded to the Union's FTP site. A union representative or Shop Steward shall be afforded the right to meet with all new hires privately for a maximum of thirty (30) minutes on paid time during the employer provided orientation session. The Employer will decide when the orientation occurs, when the Union will make its presentation and may proceed without the Union if the Union is not available.

2.3 Union Dues:

(a) The Employer agrees to deduct Union dues or service fees and monthly dues from employees' earnings as provided herein. Deduction shall be authorized in writing by the employees on Dues Deduction Authorization and Assignment forms supplied by the Union. The Employer shall furnish the Union on a monthly basis a list of those employees for whom deductions have been made, including the amount of those deductions and the employees' Social Security Numbers. The information shall be in electronic form. Said deductions shall be made in equal installments in each payroll period of each month and shall be remitted to the Union not later than the fifteenth (15th) day of the following month.

(b) The Union shall be privileged to change the amount of dues or service fees and monthly dues upon thirty (30) days' written notification to the Employer.

2.4 Reports:

(a) The Employer agrees to provide the Union with a seniority list twice per year. The list shall include each employee's full name, employee number, address, phone number, rate of pay, Company date of hire, Classification(s) date of hire and Full-Time or Part-Time status. The information will be provided electronically in alphabetical order by department and work location and shall include the employee's Union or non-Union status in Excel or similar format.

(b) The Employer agrees to provide the Union with a monthly list of all terminations and new hires within the bargaining unit. The list shall include each employee's full name, employee number, address, phone number, rate of pay, date of hire, and Classification(s) date of hire. The information will be provided electronically via the Union's FTP site in alphabetical order by department and work location in excel or similar format.

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

2.5 Voluntary Political Deductions:

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

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

2.6 Union Stewards:

The Union shall have the right to designate shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The Union shall advise the Employer in writing as soon as practicable of the names of the employees

who it appoints to act as Union Stewards. The Employer shall not be required to recognize any employee as a Union Steward until and unless it has received the aforementioned written notification. Union stewards shall be considered representatives of the Union, and they may carry out their duties in any terminal. Union stewards agree to conduct their Union duties in a manner that does not interfere with the Employer's operations or with employees' duties during scheduled working hours, except where management agrees otherwise.

The Employer will not discriminate against the Shop Steward in the proper performance of his/her Union duties provided that such duties do not unreasonably interfere with his/her regular work or with the work of other employees and he/she shall not leave his/her work station without first notifying his/her appropriate Supervisor as to his/her intent, the reason therefore, where he/she can be reached and the estimated time he/she will be gone.

- (a) In the event of the layoff or discharge of a Shop Steward, the Employer will notify the Union in advance of the termination or layoff.
- (b) A Shop Steward or Alternate will accompany Employer representatives of Management whenever locker inspections are made.
- (c) All new employees will be introduced to a Shop Steward during the training of the new employee.

2.7 Union Representative:

The Employer shall permit authorized representatives of the Union access to visit the employees' work sites at reasonable times upon notice for the purpose of Union business. Upon entering the facility, the Union representative shall notify the manager or supervisor on duty of his/her presence in the facility, provided there is a manager or supervisor on duty readily available. The Union agrees that during such visits its representatives will not engage in activities that are disruptive to the Employer's operations, such as pulling employees away from their work area or engaging in conversations while they are serving customers.

2.8 Security Approval:

Employer agrees to provide a sponsorship letter for security badges and direct the Union to the appropriate security facility to facilitate the Union's access to bargaining unit members. Any security badges provided to the Union shall be provided in the Employer's name. The Union accepts responsibility for the return of the security badges to the Airport and shall bear the costs of such security badges.

In the event the Employer fails to secure security badges, the Employer will take all permissible and necessary steps to assist the Union in obtaining a badge and the Union agrees to accept full responsibility and hold the Employer harmless for the conduct of any individual wearing such a badge. The parties agree and recognize that the ultimate issuance of security badges is within the sole and exclusive control of the

Airport authorities. The Union accepts responsibility for the return of the security badges to the Airport and shall bear the costs of such security badges.

2.9 Union Buttons:

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

2.10 Bulletin Board:

The Employer agrees to provide a bulletin board or posting area at the distribution center, Café Intermezzo and the Concourse T office. Postings shall not contain defamatory text or photos directed toward the Employer, its representatives or the Employer's clients, but may contain information relevant to grievances or negotiations.

2.11 Indemnification:

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

ARTICLE 3 - MANAGEMENT RIGHTS

Except as expressly and specifically limited or restricted by a specific provision of this Agreement, the Employer has and shall retain the full rights of management and direction of the Employer's operations. Such rights of management include, but are not limited to, the following: the sole right to manage its business and direct the workforce, including the rights to: establish new jobs and operations; change materials, processes, products, equipment, uniforms and operations; decide the number and location of facilities, the machinery and equipment, the products to be produced or sold, the schedule of work and the processes of work or assembling; to establish and publish rules of conduct, uniform standards, appearance standards, safety and performance standards; to schedule and assign work and the number of hours to be worked; to hire, rehire, promote, recall, discipline, discharge for cause, transfer or lay-off Employees for lack of work; to schedule overtime; to add or subtract personnel in any department; and to increase or reduce the workforce

ARTICLE 4 - LABOR MANAGEMENT COMMITTEE

A labor/management committee shall be established to discuss matters of mutual concern to the Employer and the Union for the purpose of promoting better understanding between the parties. The committee shall consist of not more than three (3) representatives from each party to be designated in writing by each party to the other. On a case by case basis, the parties may agree to add more representatives. Meetings shall be held at mutually agreeable times and locations so as to apprise the

other of problems, concerns, suggestions, etc. related to the operation and the workforce. A written agenda shall be established for each meeting. Meetings shall be held quarterly and no employee shall suffer a loss in pay for attending the meetings. The results of such meetings shall neither alter the provisions of this Agreement nor be construed as continued negotiations over the terms and conditions set out in this Agreement, nor shall such meetings be considered as a step in the grievance procedure.

ARTICLE 5 - NON-DISCRIMINATION

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

ARTICLE 6 - RESPECT AND DIGNITY

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of the union, or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner, and away from view and out of hearing range of the guests.

ARTICLE 7 – IMMIGRATION RIGHTS

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

Nothing in this Article shall limit the Employer's ability to comply with the Immigration Control and Reform Act, the Department of Homeland Security, Transportation Security Administration or other government or airport directives, rules and regulations.

In the event a non-probationary employee is terminated solely due to a lack of proper work authorization, the employee shall be reinstated as soon as practicable to a vacancy in his or her former classification without a loss in seniority upon the employee's providing proper work authorization within one (1) year of the date of termination.

ARTICLE 8 – SENORITY

8.1 Preamble:

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

8.2 Seniority Definition:

Classification seniority shall mean continuous length of service with the Employer, or its affiliates, in the wage classification categories listed in Appendix A of this Agreement.

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

The procedure enumerated in paragraph 8.9 shall be used to rank employees by seniority in the event they have the same Seniority Date.

Employees will be placed on the appropriate seniority lists upon satisfactory completion of their introductory periods with both Employer and Classification seniority dates.

8.3 Seniority Rights:

The Employer, subject to Employee qualification and the procedure outlined below, will recognize seniority for:

- Job vacancies;
- Schedule preference within a concept;
- Preference for paid time off (vacation, holidays, etc.) within a concept; and
- Layoffs and recalls

The parties agree to continually meet to discuss and resolve scheduling method issues through the Labor-Management Committee process.

8.4 Temporary Openings:

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

If temporary openings occur which cannot be filled from within the concept, employees from outside the concept will be able to fill the available shifts with extra hours and/or overtime pay.

8.5 Job Posting and Bidding:

A. Non-Specialty Positions

Definitions: All positions not listed in the specialty positions definitions.

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

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

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

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

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

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

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

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

B. Specialty Positions

Definitions – Bartender, Lead Line Cook, Line Cook, Night Line Cook, iTravel Sales Associate, Server, Keyholder, Lead Replenisher

In filling job vacancies which may exist within the bargaining unit, the Employer shall make its determination in accordance with the following criteria, weighted in such manner as is needed for the particular job:

1. Skills;
2. Ability;
3. Job performance, including attendance; and
4. Seniority.

Those four criteria shall comprise the qualifications for a particular job. Should, in management's judgment, two employees possess equal qualifications the principle of seniority will apply.

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

Permanent job vacancies shall be awarded to the most qualified employee who submits a bid in the following order of priority:

1. Within the concept;
2. Within the bargaining unit; and
3. Laid-off employee (if any exist at the time of the bid).

Vacancies not filled from within a Classification will be awarded to the most qualified employee who submits a bid, in the following order of priority:

1. Within the concept;
2. Within the bargaining unit; and
3. Laid-off employees (if any exist at the time of the bid).

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

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

8.6 Layoff, Recall, and Bumping:

If it becomes necessary to lay off employees, those employees with the least Company seniority within an affected job classification will be laid off first. Employees on

layoff shall be recalled in reverse order of layoff beginning with the laid off employee with the greatest Company seniority in a job classification.

In the event of a permanent unit closing or layoff, a laid-off employee in a Specialty Position, as defined in Article 8.5(b) above, may bump into a different Specialty Position job classification that he or she is qualified for that is held by an employee with less Employer seniority. Likewise, a laid off employee in a Non-Specialty Position job classification may bump into a Non-Specialty Position job classification that is held by an employee with lesser Employer seniority. An employee in a Specialty Position may not bump into a Non-Specialty Position, and an employee in a Non-Specialty Position may not bump into a Specialty Position.

Bumping shall not be permitted except in cases of permanent unit closing or layoff.

8.7 Recall Notice and Rights:

Employees on layoff shall be entitled to recall for a length of time equal to their Company seniority up to a maximum of twelve (12) months, provided they keep the Employer advised of their current addresses and telephone numbers. Notice of recall will be mailed to the employee's last known address on file with the Employer. It is the employee's responsibility to maintain up to date address information on file with the Employer. Employees will have ten (10) calendar days from the date the notice of recall was mailed to respond and must report to work at the time, date and location, and in the position and shift, specified in the notice of recall. An employee's request to report to work at some time other than the time specified in the notice of recall will be reasonably considered, but any such request is subject to the needs of the business and the timeliness of the employee's response to the notice of recall.

8.9 Same Date Seniority:

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

8.10 Breaks in Seniority:

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

- a. Voluntary quit;

- b. Discharge for cause;
- c. Failure to return to work in accordance with the terms of an approved leave of absence;
- d. Layoff for a period of twenty four (24) months;
- e. Failure to return to work within ten (10) calendar days after receipt of notice by certified mail or recall from layoff as discussed in Article 7.8 above. Where the employer has provided more than ten (10) calendar days of notice, failure to return to work within one (1) day of the noticed return date shall constitute a break in seniority
- f. Continuous absence from work because of illness or injury for twenty four (24) months, such loss of seniority shall be subject to a review between the company and the union of any rights under the ADA or other applicable law;
- g. Knowingly applying for unemployment compensation benefits while on a medical or personal leave of absence; and
- h. Other causes set forth in this Agreement.

ARTICLE 9 – DISCHARGE, DISCIPLINE, AND PROBATIONARY PERIOD

9.1 Probationary Employees:

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

9.2 Discipline:

The Employer agrees to discipline and discharge only for just cause. The Employer recognizes the theory of corrective, progressive discipline. Discipline may range from counseling to discharge, depending on the violation, circumstances, and the employee's work record and length of service. Certain offenses are considered so serious whereby an employee may, at the discretion of the Employer and subject to the grievance and arbitration process, be discharged immediately. In other cases, the Employer recognizes corrective, progressive discipline. The Employer reserves the right to take appropriate disciplinary action when necessary regarding any situation. Discipline will be administered within five (5) days of an infraction occurring or becoming known to Management.

The following progressive discipline procedures will be followed in cases of misconduct within a rolling twelve month period. Only warnings issued during a rolling 12-month period will be considered for progressive discipline purposes.

Verbal warning: If an employee's performance or conduct does not meet the requirements of the job, he or she may receive a verbal warning from a supervisor.

Written warning: If an employee has a second performance or conduct issue within the rolling 12 month period after the verbal warning, the employee may receive a written warning.

Final written warning: If an employee has a third performance or conduct issue within the 12-month period after the written warning, the employee may receive a final written warning which may be followed by a suspension or termination.

Termination: If an employee has a fourth performance or conduct violation within the rolling 12-month period after the initial verbal warning, the employee may be terminated.

There shall be three (3) separate progressive disciplinary tracks:

- * Attendance
- * Cash handling
- * Other conduct

Serious Misconduct

A non-exhaustive, but illustrative list of examples of such offenses constituting just cause includes, but is not limited to, the following:

- Drinking alcoholic beverage or being under the influence of, in the possession of, or sale of alcoholic beverages or drugs on Employer time or premises. (Drugs are defined as any narcotics, depressants, stimulants, dangerous drugs or hallucinogenic drugs considered dangerous by the U.S. Dept. of Justice, Bureau of Narcotics and Dangerous Drugs. Prescription drugs are exempt.)
- Theft of the Employer's property or theft of a co-worker's property
- Physically fighting on the premises of the Employer.
- Willful or unreasonable destruction of Employer property.
- Possession of firearm(s) or illegal weapons(s) on the Employer's or client premises and/or during work time.
- Sleeping on the job
- Manipulation of payroll records
- Falsifying Employer documents
- EEO Violation
- Insubordination – failure or refusal to carry out job assignments or to follow a reasonable and direct request from a Supervisor or Manager.
- Except in cases of emergency, stopping work or leaving a work area prior to the end of a scheduled shift without permission
- Loitering on Company premises during non-working hours
- Obscene language in workplace and public areas

Tardiness and Absences:

Excused Absences

The following absences are excused and will not be considered for disciplinary action unless they become excessive:

- * Off work due to verifiable sickness or injury
- * Off work due to approved vacation, jury duty, military leave, FMLA leave, lack of work or Union leave
- * Off work due to an absence expressly authorized by the Employer
- * Off work due to an accident in which the Employee is involved in while coming to work which is documented in police reports or other records
- * Off work because of adverse weather conditions which result in the closure of major roads or transportation systems

Days of extreme weather emergencies, shall not count towards the employers time and attendance, nor will employees be penalized by having PTO (sick/vacation) days deducted from their accounts against their wishes.

Unexcused Absences

Unexcused absences and/or tardiness are considered to be excessive when there are three or more incidents (absences, tardiness, or a combination of both)

The following list explains how unexcused absences/tardiness/clocking in early will be treated in a rolling 12-month period:

First Violation (3 incidents)	Documented Verbal Warning
Second Violation (6 incidents)	Written Warning
Third Violation (9 incidents)	Final Written Warning
Fourth Violation (12 incidents)	Termination

Tardiness beyond seven minutes shall result in half an occurrence. Tardiness beyond 1 hour will result in a full occurrence. Unexcused absences will result in one occurrence. Multiple days missed in a row will be counted as one occurrence.

This seven (7) minute grace period is intended by the parties only to be invoked when there is some unexpected occurrence which prevents the employee from arriving at work on time. The employer may discipline an employee for tardiness as provided herein when there is evidence of abuse of the grace period or a pattern of tardiness.

The following violations are subject to 1 warning, or immediate termination:

- Three consecutive days absent without a proper call-in will be considered job abandonment and may result in immediate termination.
- Opening a store late or closing a store early:

First Violation	Final Written Warning
Second Violation	Termination

Excessive tardiness within the 90-day Introductory Period may result in immediate termination. Any employee who incurs three or more absences during the 90-day introductory period is subject to termination.

Cash Handling:

Cash handling discrepancies of \$10 dollars or more will be tracked and recorded and may result in discipline. The disciplinary procedure for cash handling violations shall have five steps:

1. Coaching and Counseling.
2. Verbal Warning
3. Written Warning
4. Final Warning
5. Termination

9.3 Representative At Disciplinary Meeting:

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

9.4 Warning Disciplinary Notices:

- (a) Written disciplinary notices (as outlined in Section 9.2 above) issued to employees must specify the events or actions for which the notice is issued. Written disciplinary notices (written warnings and terminations) shall be issued to employees

within five (5) calendar days of the event or action for which the written disciplinary notice is being issued.

(b) Disciplinary notices shall not be used as a basis for progressive discipline after a period of twelve (12) months and shall be removed from an employee's file.

(c) Employees' disciplinary records for events occurring before the date the Union ratified this Agreement (June 24, 2014) shall be cleared and not be used as the basis for future discipline.

9.5 Investigatory Suspensions:

Where appropriate, terminations may be preceded by a non-disciplinary suspension, pending investigation of the allegations which may lead to discharge.

9.6 Shoppers Report:

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

A. Employees shall be informed during their training of the Airport and Employer's use of shoppers.

B. The Employer's shoppers shall provide factual reports as well as video evidence, if available, of their observations of customer service situations and cash handling transactions. The Employer's Shoppers shall not use methods which would intimidate or confuse employees. The Employer shall not employ shopping services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports.

C. Employees and the Union will, on request, be shown copies of any shopper reports and video footage, if available, which are retained in the employee's personnel file.

D. The Employer will inform the employee as soon as practicable of a shopper's report that may result in disciplinary action.

The Union recognizes that the Employer may be subject to auditing by certain brands with whom it franchises or by the airport authority. A negative brand audit or airport authority shall not lead to disciplinary action against an employee. However, the Employer may require retraining of an Employee as a result of a negative brand audit or airport audit. Should such retraining be required, the following conditions shall apply:

1. The Employee may choose to take such retraining outside of his scheduled hours of work.
2. Scheduled hours of work will not be reduced if such retraining takes place outside of the normally scheduled hours.
3. Tipped workers shall receive the Benefit Rate for all training hours.

In the event the Employer determines that retraining is required as a result of a "Secret Shop," the condition outlined in item (1) above will apply.

The employer may utilize customer service surveys, however, these surveys will not be used as the basis for any employee discipline, but rather for coaching and counseling purposes.

Shopper reports where an employee scores between a 90% and 99% will result in the employee receiving a \$15.00 bonus or an equal value in gift cards. Shopper reports where an employee scores 100% will result in the employee receiving a \$25.00 bonus or an equal value in gift cards.

9.7 Blind Drop:

The Employer will not utilize a blind drop for the purpose of counting down cashiers and other employees' banks at the end of their shifts.

ARTICLE 10 – GRIEVANCE PROCEDURE AND ARBITRATION

10.1 Grievances:

The term "grievance" as used herein means any alleged violation, misinterpretation or misapplication of this Agreement and may be raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees covered by this Agreement or by the Employer.

10.2 Time Limits:

The parties agree that grievances must be processed and resolved as expeditiously as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite

the process. To that end, failure to meet the time limits by the grieving party at any step of the grievance procedure as outlined in this Article shall be deemed to be an abandonment and waiver of the grievance. Failure to meet the time limits by the party against whom the grievance is filed will result in the grievance automatically moving to the next step of the grievance process. Time limits may be waived by mutual agreement of the Employer and the Union.

10.3 Process and Steps:

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

Step One (Employee and Manager):

The employee shall, within five (5) calendar days of the incident or circumstance giving rise to the dispute, take the matter up with his/her immediate supervisor. The employee has the full right and involvement of the Shop Steward in this step. Settlements reached at this level shall be considered non-precedential, unless the Employer and the Union Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future.

The Manager involved in the Step meeting shall respond within five (5) calendar days of the Step 1 meeting.

Step Two:

If the grievance is not resolved after Step 1, then within five (5) calendar days of the Employer's Step 1 response, or date the Step 1 response was due, the grievance shall be reduced to writing and provided by the Shop Steward or Union Representative to the Concourse Manager. The written grievance should list the specific provision(s) of this Agreement alleged to have been violated and the remedy sought. Within five (5) calendar days of the grievance being filed in writing, a meeting shall occur between the Concourse Manager, the Union Representative, Steward and the Grievant in an effort to resolve the grievance. The Concourse Manager shall provide a written response within five (5) calendar days of the meeting.

Step Three:

If the grievance is not resolved after Step 2, then within five (5) calendar days of the Employer's Step 2 response, or date the Step 2 response was due, the grievance shall be submitted to the Employer's Human Resources Manager. Within five (5) calendar days of the grievance being submitted, a meeting shall occur between the Human Resources Manager, the Union Representative, Steward and the Grievant in an effort to resolve the grievance. Such meeting may occur by telephone or videoconference. The

Human Resources Manager shall provide a written response within five (5) calendar days of the meeting.

Step Four (Optional Mediation):

Prior to the grievance being submitted to arbitration, the Union or the Employer may file a written request for a Grievance Mediation. The Grievance Mediation if agreed upon by both parties to this Agreement shall be held within thirty (30) calendar days of the written request, but either party may reject optional mediation. In the event the Employer and the Union cannot agree upon a mediator, either or both parties may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of 5 names. The parties shall alternately strike names from the list until one (1) name remains, with the Employer striking first. The remaining person shall be the mediator. Such procedure shall apply in each case. Mediation of grievances shall be governed by the following rules:

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

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

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

Step Five (Arbitration):

In the event that the grievance cannot be settled in Step Three, the matter shall be referred to an arbitrator by the International Union or by the Employer for determination within thirty (30) calendar days from receipt of the Human Resource Directors written decision. Due notice of submission to arbitration shall consist of written notice to the Employer if the issue is raised by the Union, or if the issue is raised by the Employer, written notice to the Union.

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

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

10.4 Sole and Exclusive Remedy:

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

10.5 Arbitration Awards:

All claims for wages lost because of unjust suspension or discharge shall be limited in the amount if any, agreed to by the Employer and Union or ordered by the arbitrator if taken to arbitration, but, in any event, less any unemployment compensation unless repayment of unemployment compensation is required by law (after final determination by the State).

The parties agree to expedite any grievance involving lost wages by promptly seeking arbitration, promptly appointing an arbitrator and scheduling an arbitration as quickly as possible.

ARTICLE 11- WORK TIME (INCLUDING HOURS OF WORK, OVERTIME, MEALS AND BREAKS)

11.1 Work Schedules:

The Company shall make a good faith effort to bring employees to a 40 hour work week. This does not constitute a guarantee of hours.

Work schedules shall be posted in every unit and shall not normally vary from week to week. Workers shall be provided at least seven (7) calendar days' notice prior to the start of the scheduled work week regarding any temporary changes in hours of work or scheduled days off (e.g., changes due to vacation coverage or other limited-duration operational needs), except in cases of emergency. Such temporary changes shall be made in accordance with classification seniority.

All foreseeable requests for paid time off shall be submitted at least fourteen (14) calendar days in advance.

11.2 Clocking Out:

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

11.3 Full-time Employees:

Employees who regularly work thirty (30) or more hours per week are considered full-time employees.

If a part-time employee bids into a job with a schedule of full-time hours, he will immediately be considered full-time and become eligible for benefits.

Full-time hours will be evaluated every eight (8) consecutive weeks. If an employee chooses not to maintain an average of thirty (30) or more hours per week over eight (8) consecutive weeks, he will receive written notification from the Employer in the ninth (9th) week of a lapse in full-time status. Upon receipt of the written notification, the employee shall have the option to contact his manager to seek restoration of hours. If the manager is able to restore full-time hours in a manner consistent with seniority and job bidding provisions outlined in this Agreement, and the employee maintains full-time hours for the following eight (8) consecutive week period, his benefits shall not be cancelled.

If an employee chooses to give up full-time status, COBRA rights will apply. If said employee later chooses to return to full-time status, he will have to wait ninety (90) days following the resumption of full-time status for reinstatement of benefits.

Full-time employees that move to part-time will maintain current accrued benefits until such benefits expire.

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

11.4 Overtime:

(a) Definition: Employees will be paid time and one-half (1 and ½) their regular hourly rate of pay for all hours worked in excess of forty (40) in the Employer's standard workweek as defined in Section 11.7 below.

Overtime must be authorized in advance by a manager.

(b) Assignment: Employees shall be expected to work overtime when requested. When there are more employees in the classifications and in the concept than are needed for the overtime work, the Employer will offer work in the classification and in the concept based on who is on duty and by seniority. If there are insufficient volunteers, the employer may require employees in the classification to work in inverse seniority order.

(c) Notification: Unforeseen flight schedules or arrivals may affect the Employer's ability to provide advance notice of overtime. Employees working overtime shall be permitted to make necessary notification to their homes and families.

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

(e) No Pyramiding: There shall be no pyramiding of overtime or premium pay under the terms of this Agreement and under no circumstances will more than one (1) basis of calculating overtime or premium pay be used for the same hours.

(f) If employees in a concept have worked overtime during the week, and the Employer determines that employees in the same concept and classification need to be released due to a lack of work, employees in that classification and concept will first be offered the opportunity to leave. If there are insufficient volunteers, employees will be released for the shift by reverse classification seniority within that concept, in accordance with Section 11.2.

11.5 Meals and Breaks:

Employees shall receive a 15-minute paid break period for every 4 hours worked. Food and Beverage employees working 6 or more hours shall be assigned by the Employer a 30-minute unpaid lunch break at a time that works for the business and is consistent with applicable law.

Retail employees working 6 or more hours shall be assigned by the Employer a one (1) hour unpaid lunch break at a time that works for the business and is consistent with applicable law.

Once per day, employees will receive a seventy five (75%) discount on one meal purchased at the café with a retail value of up to ten dollars (\$10.00), unless such employee is working after regular hours when cash registers are closed, in which case the employee will receive one free meal per day. Employees will receive unlimited coffee, tea, water and fountain drinks during scheduled meal or break periods. At other times, employees may drink tap or fountain water. Employees shall not bring meals home, and employees working after regular hours when cash registers are closed shall not consume expensive dishes, such as crab cakes and shrimp. Employees shall receive a 25% discount on retail purchases, except at iTravel.

11.6 Time Between Scheduled Shifts:

No employee shall be scheduled by the Employer for a shift without being afforded a period of eight (8) hours rest after the completion of the previous regularly-scheduled shift, unless such employee volunteers for such a schedule.

If an employee works until after the last train has left the airport due to extreme inclement weather or at the request of a manager, the employer will reimburse the employee for a taxi ride home at the end of their shift.

11.7 Definition of Work Week:

The work week shall begin on Sunday at 12:00 a.m. and end on Saturday at 11:59 p.m.

11.8 Shift Differential:

The Company shall pay a shift differential of \$1.00 per hour worked to all Employees scheduled and reporting to work on time for the shift commencing between 9:30 p.m. and 3 a.m. There shall be no pyramiding of shift differential, i.e. no shift differential for overtime or hours not worked (holiday, vacation, etc.), and no increase from \$.50 in overtime hours.

ARTICLE 12 – COMPENSATION

12.1 Wage Rates:

Employees shall receive wages as set forth in Appendix A.

12.2 New Classification:

The Employer may establish new classifications with different duties than are covered by existing classifications. The Employer must bargain with the Union to establish a reasonable wage rate for same. If the Employer and the Union are unable

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

12.3 Cross-Classification Work:

An employee required to replace another employee in a higher paid classification shall receive the rate under this Agreement for the higher paid classification for all hours worked in the higher paid classification, provided the employee works one (1) or more hours in the higher paid classification. Employees must clock out at the lower pay rate and clock in at the higher classification pay rate.

12.4 Commissions:

Employees working at the Employer's iTravel retail location at Hartsfield-Jackson Atlanta International Airport shall receive a 1% commission on accessory sales for which they are responsible.

Employees shall be entitled to keep all gratuities received directly from the guests.

All cashier locations, except for retail locations, shall be entitled to keeping a tip cup in plain sight for the guests, if the Atlanta Airport Authority allows the use of tip cups.

All parties of six or more shall have an automatic eighteen (18%) gratuity added to their check.

12.5 Pay Days and Direct Deposit:

Employees will be paid every other Friday. Live checks will be mailed to the employee's address on file with the Employer. When an employee elects to use direct deposit, their paycheck will be deposited directly into their designated bank or credit union account or onto the debit card on each pay date.

Along with every paycheck, employees will be provided with a printed report showing the balance of all earned benefits (e.g., PTO and holidays).

The Employer will not deduct greater than \$50 from any one paycheck for arrearages due to missed payroll deductions.

12.6 Paycheck Discrepancies:

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

It is the responsibility of every employee to clock in and out for each shift including breaks. Employees who fail to clock in and out will not be issued a manual

check for time missed in the given payroll period. In these cases, once the discrepancy has been reported to the Human Resources department, the pay adjustment shall be made in the following payroll period.

12.7 Reporting Pay:

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

12.8 Meeting Pay:

If an employee is required to attend a meeting called by the Employer, such employee shall be paid at his/her regular straight time rate for such attendance. If the meeting takes place during an employee's regularly scheduled day off or non-work time, such employee will be paid a minimum of four (4) hours or the actual time spent in the meeting, whichever is greater. Employees in tipped classifications will be paid at the Benefit Rate specified in the Appendix A attached hereto.

12.9 Maintenance of Wages:

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

12.10 New Classification:

Employees moving to a new classification will receive the mean wage rate for employees working in that classification as of the date of the employee's change in classification.

ARTICLE 13 – PAID TIME OFF:

13.1 Paid Time Off

Full-time employees are eligible to accrue paid time off ("PTO"). Part-time associates do not accrue PTO. Time off taken in excess of PTO available will be awarded on an unpaid basis.

Full-time employees earn PTO on pay-period basis. PTO is credited to an employee's PTO bank on the first day of the month following the month that PTO was earned. Eligibility to earn PTO is contingent on an employee having worked or utilized PTO for the entire pay period. PTO is not earned for months when unpaid leave is taken or short or long term disability benefits are paid.

PTO will accrue as follows:

One to five years of service – 4.92 hours per pay period

Five+ years – 6.46 hours per pay period

Ten + years – 7.69 hours per pay period

PTO must be requested two weeks in advance via the Employer's Paycom system and is subject to the Employer's approval, except in the case of unforeseeable illness in which employees should telephone their supervisor or manager a minimum of two hours prior to the start of their shift. If an employee has not received approval from the Employer for PTO but is absent, he will not be paid for the time missed from work and will be subject to the Employer's progressive discipline plan.

Full-time employees who have used more time off than they have earned at the termination of their employment will have those hours deducted from the final paycheck.

The employer will notify employees within five days of their request if their request is approved or denied. Failure to respond to the employee shall be taken as an acceptance.

Employees should use PTO throughout the year rather than reserve it for December. Employees who reserve a significant portion of their PTO for the end of the year risk not being able to use it or to be reimbursed for it. However, for those employees who have used their PTO in a responsible manner but were unable to take PTO because reasonable requests were denied by the Employer, the Employer agrees pay them for accrued but unused PTO at the end of each year.

13.2 Holidays:

New Year's Day	Memorial Day
July 4 th	Labor Day
Thanksgiving	Christmas Day
Martin Luther King, Jr. Day	

Full-time non-tipped employees who do not work on a holiday shall receive straight-time pay at their normally-scheduled number of hours.

Full-time and part-time non-tipped employees who work on a holiday shall receive one and one-half (1 and ½) their normal hourly straight-time pay (plus overtime pay, if applicable) for all hours actually worked on the holiday. To qualify for holiday pay, regular full-time and part-time employees must have: 1) completed 90 days of regularly scheduled work; and 2) worked all scheduled hours before and after the holiday, unless otherwise approved by management.

Holidays occurring during an Employee's vacation shall be paid as Holiday Pay in lieu of vacation pay.

13.3 Voting Time:

The Employer agrees that employees should be free to exercise their right to vote in local, state and national elections. In the event that employees do not have sufficient time out of regular working hours to vote, employees may without loss of pay, take up to a maximum of two (2) hours whether at the beginning or end of their shift for this purpose.

ARTICLE 14 - LEAVES OF ABSENCES

14.1 Family and Medical Leave:

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

Additional Medical Leave:

With appropriate medical documentation, employees who have completed six (6) months of service and who have exhausted their FMLA leave or are not eligible for FMLA leave, will be granted additional unpaid medical leave for personal serious illness or injury, not to exceed the time limits set forth in section 14.5, provided that such leave is deemed a necessary reasonable accommodation required under either federal or local law. Employees with more than six (6) months of service but less than one (1) year may be granted leaves up to eight (8) weeks of unpaid medical leave. Employees with more than 1 year of service shall be entitled to up to twelve (12) months of unpaid leave for medical necessity.

14.2 Funeral Leave:

A full-time employee who has completed probation shall be granted paid leave of absence to attend a funeral because of death in an employee's immediate family, which for the purpose of this provision shall be defined as spouse, child or step child, grandchild, parent, grandparent, current father-in-law or mother-in-law, brother, sister, or domestic partner. Funeral leave shall be limited to five (5) consecutive paid days to. The Employer may request proper verification. Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased. Funeral leave is not compensable when the employee is on leave of absence, PTO, bona fide layoff or for days falling outside the employee's regular workweek.

14.3 Jury Duty:

When an employee covered by this Agreement is summoned for jury duty, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay and the regular straight time hourly rate for the regularly scheduled hours of work for up to five (5) work days in any calendar year, unless applicable state law requires better.

Tipped workers shall be paid the difference between the jury duty pay and the Benefit Rate for up to five (5) work days in any calendar year, unless applicable state law requires better.

14.4 Personal Leave:

Employees with one (1) year of service desiring an unpaid leave of absence for personal or family circumstances, or as provided in Section 14.5 below, must first secure written agreement from the Employer. Such leave may be granted at the sole discretion of the Employer and shall not exceed six (6) months.

14.5 Union Leave:

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

The Employer will further provide unpaid leave to employees to attend such conventions, meetings, and union functions as the Employer determines its business requirements reasonably allow.

Such leave shall not exceed five (5) days. The Union will provide the Employer one (1) week's notice in each instance.

14.6 Military Leave:

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

14.7 Expected Return Date:

An employee on leave of absence shall be expected to return to work on or before the "Expected Return Date" set forth in his initial application or any subsequently granted extension. If the employee has been on a Medical, Disability or Workers' Compensation leave, such employee may be required to produce proof, before he or she returns to work, that he or she is physically able to return to duty. Upon returning to work, the employee shall be restored to his former position (or equivalent position) and shift (or equivalent shift) in that weeks' schedule. The employee shall notify the Employer forty-eight (48) hours before returning to work. Failure to return to work at the designated date, time and location at the end of any authorized leave of absence shall result in loss of seniority rights and shall be deemed a voluntary termination.

The Employer may require employees on medical leave of absence or returning from medical leave of absence, to be examined by a physician chosen by the Employer,

where permitted by applicable law. In such case, the Employer will pay the cost of said examination. Such examinations shall be limited to an evaluation of the employee for the conditions related to the circumstances requiring the leave.

14.8 Accrual of Benefits and Seniority:

Accrual of benefits and seniority shall be suspended during any leave of absence except as otherwise provided herein or required by applicable law. Failure to return to work at the designated date, time and location at the end of any authorized leave of absence shall result in loss of seniority rights and shall be deemed a voluntary termination.

14.9 Working While on Leave:

With the exception of employment with the Union under Union Leave, employees on an approved leave of absence shall not engage in other employment. Employees shall promptly inform ARM of any other jobs they have while they are employed by ARM.

ARTICLE 15 – HEALTH AND WELFARE

See Appendix B

ARTICLE 16 – 401(K) PLAN

Employees will be eligible to participate in the Crews 401(k) Plan pursuant to the terms of that Plan, which is incorporated by reference into this Agreement. This Plan document is controlling and is superior to any provision of this Agreement except as set forth in this Article.

The Company agrees to pay 25 cents for every dollar contributed by employees each pay period into the Plan until the employees have contributed a maximum of six percent (6%) of the employee's pay for the pay period.

The Company will not modify the contribution rates set forth above during the term of this Agreement. The Union agrees the Company has complete discretion to modify all other provisions of the Plan, except for employee contribution rates, including the administrative and operational provisions of the Plan, such as adding or subtracting investment options, during the term of this Agreement without bargaining with the Union, so long as such modifications are applicable to the entire Company population participating in the Plan. The Company will give the Union 60 days advance notice of any change occurring during the term of this Agreement. The Union agrees that after providing such notice, the Company may unilaterally change the administrative and operational provisions of this saving plan without bargaining, but may not eliminate the plan.

Any disputes regarding benefits provided under this savings plan will be governed by the Plan's claim denial and appeal procedure, which is the sole and exclusive procedure for resolving such claims. The grievance and arbitration provisions in this Agreement shall be inapplicable to such claims and no arbitrator shall have jurisdiction to hear a grievance or other dispute concerning these benefits, except over the contributions required under this article.

ARTICLE 17 – UNIFORMS

Employer shall furnish uniforms to its employees as follows: Three (3) uniform shirts for full-time employees, two (2) shirts for part-time employees, and one (1) name tag. Each uniform or part thereof must be returned upon termination. In the event such uniforms are not returned, the cost of any item of the uniform will be deducted from the employee's final paycheck. Uniforms that are damaged due to the result of normal wear and tear will be replaced at no cost to the employee. The Employer agrees to replace uniforms at its sole expense for normal wear and tear. The employer shall make steel toed shoes available for the distribution center workers, as per its current policy.

ARTICLE 18 – SUCCESSORSHIP

18.1 Change in Ownership

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

18.2 Binding on Acquired Entities

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

ARTICLE 19 – NO STRIKE, NO LOCKOUT

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

ARTICLE 20 – PARKING AND MARTA

The Employer will pay for 100% of parking or MARTA costs for incumbent employees at the time of ratification of the agreement. The Employer will pay for 50% of parking or MARTA costs for employees hired after the date of ratification.

ARTICLE 21 – HEALTH AND SAFETY

The Employer shall provide a healthy and safe working environment.

ARTICLE 22 – SEPARABILITY AND SAVINGS

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

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

ARTICLE 23 – TERM OF THE AGREEMENT


This Agreement shall become effective on June 24, 2014 (the "Effective Date") and shall remain in full force and effect through and including June 30, 2018. This Agreement shall continue from year to year thereafter unless either party gives written notice with proof of receipt to the other party, to be received no more than ninety (90) days nor less than sixty (60) days prior to initial expiration or any yearly anniversary date thereafter, of intention to reopen or modify this Agreement. This Agreement may only be amended, supplemented, rescinded, or otherwise altered by mutual agreement in writing between the Employer and the Union.

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

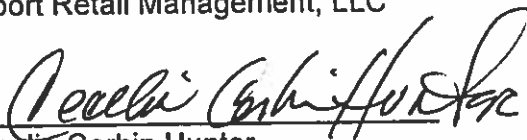
Ratified by members of the bargaining unit on June 24, 2014.

Executed this Sept. 05, 2014.

UNITE HERE International Union

By 
Charles Hendricks
Bargaining Coordinator

Airport Retail Management, LLC

By 
Cecelia Corbin Hunter
Co-owner

APPENDIX A — WAGES

The minimum wage for each classification for each year of this Agreement is set forth below:

Classification	7/1/14	7/1/15	1/1/16	7/1/16	1/1/17	7/1/17	1/1/18
Sales Associate *	\$9.50	\$9.65	\$9.80	\$9.95	\$10.10	\$10.25	\$10.40
Key Holder	\$11.50	\$11.65	\$11.80	\$11.95	\$12.10	\$12.25	\$12.40
WHSE Associate	\$10.50	\$10.65	\$10.80	\$10.95	\$11.10	\$11.25	\$11.40
Lead Line Cook	\$12.50	\$12.65	\$12.80	\$12.95	\$13.10	\$13.25	\$13.40
Replenisher	\$10.50	\$10.65	\$10.80	\$10.95	\$11.10	\$11.25	\$11.40
Dishwasher	\$9.50	\$9.65	\$9.80	\$9.95	\$10.10	\$10.25	\$10.40
Lead Replenisher	\$12.00	\$12.15	\$12.30	\$12.45	\$12.60	\$12.75	\$12.90
Barista	\$9.50	\$9.65	\$9.80	\$9.95	\$10.10	\$10.25	\$10.40
Server Assistant	\$9.50	\$9.65	\$9.80	\$9.95	\$10.10	\$10.25	\$10.40
Prep Cook	\$10.50	\$10.65	\$10.80	\$10.95	\$11.10	\$11.25	\$11.40
Cook	\$12.00	\$12.15	\$12.30	\$12.45	\$12.60	\$12.75	\$12.90
Expediter	\$10.50	\$10.65	\$10.80	\$10.95	\$11.10	\$11.25	\$11.40
Over Night Line Cook	\$11.50	\$11.65	\$11.80	\$11.95	\$12.10	\$12.25	\$12.40
Over Night Dishwasher	\$9.50	\$9.65	\$9.80	\$9.95	\$10.10	\$10.25	\$10.40
Host/Hostess	\$9.50	\$9.65	\$9.80	\$9.95	\$10.10	\$10.25	\$10.40
Server**	\$3.10	\$3.20	\$3.20	\$3.30	\$3.30	\$3.40	\$3.40
Bartender**	\$5.70	\$5.70	\$5.70	\$5.70	\$5.70	\$5.70	\$5.70

*Sales Associates working in the iTravel each \$1.00 per hour above the stated rate as well as a one percent (1%) commission on accessory sales for which they are responsible.

**These are tipped positions and their compensation includes these tips as well as the stated rate.

All new hired will be paid the applicable minimum wage rate for their position.

All current employees will receive the following increases during the term of this Agreement.

Dates	Tipped	Non-Tipped
7/1/14	\$0.40	\$0.50
7/1/15	\$0.20	\$0.15
1/1/16		\$0.15
7/1/16	\$0.20	\$0.15
1/1/17		\$0.15
7/1/17	\$0.20	\$0.15
1/1/18		\$0.15

Any current employee's rate which is below the minimum after applying the increases specified above will be brought up to the minimum.

Benefit Rate

Tipped employees shall be paid \$7.50 per hour effective upon ratification for all paid time not worked as a Benefit Rate for the first year of the contract. The Benefit Rate will increase to \$7.75 in Year Two of the contract and to \$8.00 in Year Three of the Contract. The Benefit Rate will remain at \$8.00 in Year Four of the Contract.

APPENDIX B — HEALTH AND WELFARE BENEFITS

During the term of this Agreement, the Company shall retain the right to design its health and welfare benefit package and all of the underlying provisions, to modify any benefits, to terminate coverage options, and to modify associated costs so long as any changes are applicable to the entire ARM population to whom the benefit is applicable, and the benefits offered are substantially the same as they are at the time of ratification of this agreement. The Company will give the Union sixty (60) days advance notice of any change occurring during the term of this Agreement. The Union agrees that after providing such notice, the Company may unilaterally change its health and welfare benefit plans, as mentioned above, including, but not limited to, changes to the costs of such plan, except that the Company agrees that its share of the cost of coverage will be no less than the amounts specified below for the term of this Agreement.

All applicable plan documents for any such benefits are expressly incorporated by reference into this Agreement and shall be controlling as to such health and welfare benefits and shall be superior to any provision in this Agreement. Any dispute concerning any benefit shall be governed by the applicable benefit plan document and any dispute resolution or appeal procedure set forth in the applicable benefit plan document shall be the sole and exclusive procedure applicable to such benefit, including any remedy or remedies contained in the plan or procedure. The grievance and arbitration provisions in this Agreement shall be inapplicable to such benefits and no arbitrator will have jurisdiction to hear any grievance or other dispute concerning these benefits, except to the extent of the contributions being made by the Employer.

Health Insurance

The Company will offer three health insurance plans to employees, including an HMO, a low Point of Service plan and a high Point of Service (POS) plan, administered by Aetna. Each plan will have four coverage options: single employee coverage, employee with spouse coverage, employee with single child, or employee with family. The current rates for the four different coverage options in the HMO plan are set forth below.

HMO Monthly Premiums			
	Full Premium Rate For 2014	Employer Contribution	Employee Contribution Per Month
Single Employee	\$400.54	\$320.43	\$80.11
Employee w/Spouse	\$837.13	\$669.70	\$167.43
Employee w/Single Child	\$745.01	\$596.01	\$149.00
Employee w/Family	\$1,185.59	\$948.47	\$237.12

Employees may, however, also choose coverage under the low POS plan or the high POS plan. In that event, the employee will receive the same employer contribution that the employee would have received had the employee chosen the HMO plan. The current rates are set forth below for the low POS and high POS plans. These rates may increase during the term of this Agreement.

Low POS Monthly Premiums			
	Full Premium Rate For 2014	Employer Contribution	Employee Contribution
Single Employee	\$413.60	\$320.43	\$93.17
Employee w/Spouse	\$864.42	\$669.70	\$194.72
Employee w/Single Child	\$769.30	\$596.01	\$173.29
Employee w/Family	\$1,224.25	\$948.47	\$275.78

High POS Monthly Premiums			
	Full Premium Rate For 2014	Employer Contribution	Employee Contribution
Single Employee	\$658.82	\$320.43	\$338.39
Employee w/Spouse	\$1,376.93	\$669.70	\$707.23
Employee w/Single Child	\$1,225.42	\$596.01	\$629.41
Employee w/Family	\$1,950.11	\$948.47	\$1,001.64

Dental Insurance

The Company will offer two dental plans to employees including an HMO and a PPO administered by CIGNA. Each plan will have the same four coverage options as the health insurance plans. The current rates for these different coverage options in the HMO plan are set forth below.

DHMO Monthly Premiums			
	Full Premium Rate For 2014	Employer Contribution	Employee Contribution
Single Employee	\$14.06	\$11.25	\$2.81
Employee w/Spouse	\$25.40	\$20.32	\$5.08
Employee w/Single Child	\$26.31	\$21.05	\$5.26
Employee w/Family	\$36.54	\$29.23	\$7.31

Employees may, however, also choose coverage under the Dental PPO plan. In that event, the employee will receive the same employer contribution that the employee would have received had the employee chosen the HMO plan. The current rates for the PPO plan are set forth below. These rates may increase during the term of this Agreement.

DPPO Monthly Premiums			
	Full Premium Rate For 2014	Employer Contribution	Employee Contribution
Single Employee	\$34.63	\$11.25	\$23.38
Employee w/Spouse	\$82.15	\$20.32	\$61.83
Employee w/Single Child	\$84.22	\$21.05	\$63.17
Employee w/Family	\$138.45	\$29.23	\$109.22

Vision

The Company will offer a vision plan to employees that is administered by Ameritas. This plan will also have the same four coverage options as the health insurance plans. The current rates for the different coverage options in the Ameritas Plan are:

Vision Monthly Premiums			
	Full Premium Rate For 2014	Employer Contribution	Employee Contribution
Single Employee	\$8.32	\$6.66	\$1.66
Employee w/Spouse	\$16.92	\$13.54	\$3.38
Employee w/Single Child	\$14.28	\$11.42	\$2.86
Employee w/Family	\$23.08	\$18.46	\$4.62

These rates may increase during the term of this Agreement.

Contribution Rates

The rates set forth above will be upon ratification and last for one year, and represent an 80% share of the total cost paid by Employer and a 20% share of the cost paid by Employees. In the second year of this agreement, there will also be an 80%-20% split. In Years 3 and 4 of this Agreement, the split will be 82%-18%.

By Linda Gamberg
Linda Gamberg
President of Local 23, Atlanta

By Lisa Cline
Lisa Cline
Organizer Local 23

By Jeanine F. Brown
Committee Member

By Billy Brown
Committee Member

By Vicki Kelly
Committee Member

By Robert [Signature]
Committee Member

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By Gina Butler
Gina Butler
Vice President of Human Resources

By John Mangione
John Mangione
Retail General Manager

By LaTosha Rivera
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Human Resources Manager