National Master Agreement

Between

Gate Gourmet, Inc.

And

IBT/HERE Employee Representatives' Council

Effective July 1, 2010

Through

December 31, 2012

INDEX

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 December 31, 2005 and, if applicable, as modified during the course of negotiations leading to the NMA that became effective July 1, 2010.

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

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. No later than ninety (90) days following July 1, 2010, and on an annual basis thereafter, the Company will provide each employee with one pair of non-slip work shoes. 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. The Company will deduct the replacement value of a uniform from the employee's paycheck if the uniform is lost, stolen or damaged.

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 slow down 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 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.

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^{th}) day, in which case this period shall be extended until the employee returns to work.

ARTICLE 8
HOLIDAYS

1. Effective January 1, 2006, employees shall receive a minimum of seven paid holidays per year (New Years Day, Martin Luther King Day, Memorial Day, July 4, Labor Day, Thanksgiving Day & Christmas Day). Those agreements or addenda which provided for nine or more paid holidays per year prior to January 1, 2006 will have the number of paid holidays per year reduced by two paid holidays per year as follows:

2. In cases where employees were entitled to nine or more paid holidays per year, the Company and the designated bargaining agent shall meet to designate which two holidays not named in Section 1 hereof shall be deleted, but in the event they are unable to agree, the dispute may be referred by either party to the System Board of Adjustment.

3. 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.

4. If an employee is required to work on any holiday identified in Section 1 hereof, the employee shall be paid at one and a half (1.5) times the employee's hourly rate for all hours actually worked. Effective January 1, 2011, 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.

5. 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.

6. Effective January 1, 2006, employees hired on or after that date shall not be eligible for paid holidays until they have completed a full year 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.

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.

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.

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 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 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) work days unless such employee is discharged for cause within such ninety (90) workday period.

12. <u>Probationary Period</u>

    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 and 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.

   b. Employees awarded a job vacancy or new position in an equal classification may not bid to another job vacancy or new position in an equal classification for a period of one year.

2. Job vacancies that are not filled per Section 1.1 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 1.2 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 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. 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, slow downs, 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.

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^{th}) 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. 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.

4. The designated Union shall give the Company at least thirty (30) days written notice 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 tenth (10^{th}) 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, address, phone number, department, location, job title, hire date, status (full time, part time, etc) and classification/grade, if applicable.

   b. By the tenth (10^{th}) day of each month, a list of all bargaining unit employees terminated and the reason therefore, placed on leave of absence 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.

   c. The reports described in subsections a. and b. above shall be sent to the Union by fax or mail or via e-mail.

   d. The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, location, job title, home address, phone number, status (full time, part time, etc.) and date of hire. This report shall be in a computer-readable form in one of the following media containing header information and a field record layout:

      i. CD ROM in Formatted Text (Space Delimited) format or Excel spreadsheet

ii. Via encrypted e-mail transmission

6 Monthly dues remittance

a. 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, in one of the following media:

i. CD ROM in Formatted Text (Space Delimited) format or Excel spreadsheet
ii. Via encrypted e-mail transmission

b. If sent in formatted text, the report shall contain header information and be set up so that position "1" is the first position (not position 0). The positional formatting shall be as follows:

Header	**SSN**	**L Name, F Name**	**Dues**	**Fines**	**Assessments**	**Initiation**	**Back Dues**
Position	1 through 13	14 through 54	55 through 60	61 through 65	66 through 70	71 through 75	76 through 80
Format Left Justified with (-)	xxx-xx-xxxx	Doe, John	-30.00	-30.00	-30.00	-30.00	-30.00

c. The remittance shall be forwarded to the designated financial officer not later than the twenty-eighth (28th) of the month, for any deduction taken between the twenty-fourth (24th) of the prior month and the twenty-third (23rd) of the current month received by the employee for the month the dues are being paid.

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. All full-time employees with one year or more of completed service will receive two (2) sick days each year, effective 1-1- 2006.

2. Full-time employees who have a sick leave balance as of December 31, 2005 shall be entitled to retain such balance but may elect a once per year lump sum cash out up to a maximum of five (5) days. Employees desiring to cash out such lump sum payment shall notify their immediate supervisor no later than December 31st of each year and such payment will be made no later than the last pay check in January of the subsequent year. All sick leave cash out shall be paid at eight (8) hours per day.

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 be 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.

4. 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.

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. 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 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. An employee requesting to return to work from a medical leave of absence within the twelve (12) month period specified in Section 1.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. 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.

c. 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.

d. 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 maximum leave of absence shall be thirty (30) days. 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.

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. An employee, on reaching his first (1st) anniversary date of employment, shall be eligible for one (1) week vacation with pay provided the employee has worked at least one hundred eighty (180) days in the twelve (12) month period preceding such anniversary date.
2. An employee, on reaching his third (3rd) anniversary date of employment, shall be eligible for two (2) weeks vacation with pay provided the employee has worked at least one hundred eighty (180) days in the twelve month period preceding such anniversary date.
3. An employee, on reaching his eighth (8th) anniversary date of employment, shall be eligible for three (3) weeks' vacation with pay provided the employee has worked at least one hundred eighty (180) days in the twelve month period preceding such anniversary date.
4. An employee, on reaching his fifteenth (15th) anniversary date of employment, shall be eligible for four (4) weeks' vacation with pay provided the employee has worked at least one hundred eighty (180) days in the twelve month period preceding such anniversary date.
5. Notwithstanding Section 4 above, 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 after2005, the employee must work at least one hundred eighty (180) days in the twelve month period preceding such employee's anniversary date.
6. Employees cannot waive their vacation and draw double pay for work during the vacation period unless mutually agreed between the employee and the Company.
7. Vacations will be taken between January 1st and December 31st of each year and such vacations shall be scheduled and posted not later than December 15th 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. 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 unless unforeseen circumstances make such action necessary. Any such change or cancellation shall require authorization by the General Manager or his/her designee.
8. 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.
9. The full vacation period shall be given in consecutive days, whenever possible. 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.

10. For the purpose of calculating vacation, former United Airlines employees' seniority shall be inclusive.
11. Effective January 1, 2011 an employee whose employment terminates prior to his\her anniversary date within that calendar year shall have his\her vacation pay calculated as follows:

    a. Calculating a pro-rata vacation payment equivalent to one-twelfth (1/12) of the employee's full eligible vacation pay for each complete calendar month of service from the employee's prior calendar year anniversary date up to the employee's termination date; then,

    b. Subtracting any vacation pay that the employee has already been paid in the calendar year from that pro-rata amount.

    Example:

    - Employee's anniversary date is June 1 and accrues twenty days of vacation annually
    - Employee terminates on March 31, 2011 and one week of vacation was used from January 1, 2011 through March 31, 2011
    - Pro-rata vacation is calculated as follows:
        i. Count the number of months from the employee's anniversary date in the prior calendar year through the termination date (June 2010 through March 2011 equals ten months)
        ii. Determine the pro-rata vacation payment by dividing the ten months by twelve then multiplying by the number of annual vacation days accrued:
            - 10 months *divided by* 12 *multiplied by* 20 days = 16.67 days of vacation
            - *Subtract* 5 days of vacation already used: 16.67 - 5 = 11.67
            - 11.67 days of vacation to be paid out upon termination

    In the event the above formula indicates an overpayment of vacation pay, the overpayment amount shall be deducted from employee's remaining pay.

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.

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 (1) year 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

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 one hundred and eighty (180) days of continuous employment. Effective January 1, 2005, the minimum life insurance provided will be in the amount of $8,000.00 and supplemental life insurance (above the $8,000.00), dental, and disability insurance will be offered on a voluntary, employee-paid basis. Effective January 1, 2011, the minimum life insurance provided will be increased to $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. As soon as administratively feasible, but no more than twelve (12) months following the effective date of the Agreement, the Company-sponsored group medical plan shall include the following four (4) options and Company and employee contributions:

4. Initial Contributions – Effective Date of January 1, 2011

Employee Monthly Contributions	PPO Plan*	High Choice Fund Plan	Mid Choice Fund Plan	Catastrophic Plan
Employee Only	$163.82	$167.25	$157.69	$120.12
Employee + Spouse	$443.03	$452.29	$426.46	$325.04
Employee + Child(ren)	$394.81	$403.05	$380.09	$289.93
Employee + Family	$493.43	$503.71	$475.02	$362.32
Employer Monthly Contributions	**PPO Plan***	**High Choice Fund Plan**	**Mid Choice Fund Plan**	**Catastrophic Plan**
Employee Only	$254.19	$224.81	$210.45	$154.11
Employee + Spouse	$685.62	$606.27	$567.52	$415.38
Employee + Child(ren)	$608.43	$537.89	$503.45	$368.22
Employee + Family	$760.61	$672.46	$629.40	$460.37
Total Monthly Premiums	**PPO Plan***	**High Choice Fund Plan**	**Mid Choice Fund Plan**	**Catastrophic Plan**
Employee Only	$418.01	$392.06	$368.14	$274.23
Employee + Spouse	$1,128.65	$1,058.56	$993.98	$740.42
Employee + Child(ren)	$1,003.24	$940.94	$883.54	$658.15
Employee + Family	$1,254.04	$1,176.17	$1,104.42	$822.69

* 2010 Rates – See Section 5.a and 5.b. below.

5. Future increases in the Company-sponsored group medical plan options shall be shared between the Company and the employee on the following basis: 60% by the Company, 40% by the employee.

   a. As a one-time exception to Section 4 above, employees who enroll in the PPO plan for calendar year 2011 will not be subject to an employee contribution increase in 2011; and if the employees remain enrolled in the PPO plan in 2012, will also not be subject to an employee contribution increase in 2012. Such employees will pay the above 2010 PPO Employee Monthly Contributions for both calendar years.

   b. The one-time exception will expire on December 31, 2012 and the Employee Monthly Contributions for the PPO plan will revert back to the 60% Company / 40% Employee cost sharing provision of Section 4 above effective January 1, 2013. Therefore, the 2013 Employee Monthly Contribution will be calculated as

if the 60% Company / 40% Employee cost sharing provision of Section 4 above had been in effect in calendar years 2011 and 2012.

6 An employee hired prior to July 1, 2010 who elects the PPO plan and later opts out of the PPO plan may not re-elect the PPO plan but may elect to enroll into one of the three (3) following plans: (1) the High Choice Fund Plan, (2) the Mid Choice Fund Plan or (3) the Catastrophic Plan.

7 An employee hired on or after July 1, 2010 may elect to enroll into one of the three following plans: (1) the High Choice Fund Plan, (2) the Mid Choice Fund Plan or (3) the Catastrophic Plan.

8. a. The parties understand and agree that the health care coverage provided under this Article may be discontinued or modified, in whole or in part, in the event that the Company's cost of providing health care coverage will be affected by the implementation of federal health care reform legislation (whether through the imposition of assessments, fines, penalties, excise taxes or any other required monetary payment or expenditure).

b. The Company shall have the right to discontinue health care coverage provided under this Article, upon sixty (60) days notice to the Council, if health care reform legislation enacted during the term of this Agreement will cause an increase in the Company's health care costs of greater than two (2) million dollars ($2M). In the event health care coverage is discontinued, a sum equal to the monetary value of the discontinued health care coverage, less the value of any assessments, fines, or penalties paid by the Company as a result of health care reform legislation, shall be distributed to employees in a manner agreed to by the parties. If the parties cannot reach agreement on the manner of said distribution, the issue will be submitted to interest arbitration under the procedures set forth by Sections 7, 8 and 9 of the Railway Labor Act.

c. In the event that health care reform legislation will increase the Company's costs of providing health care coverage pursuant to this Agreement, the Company may provide the Council with written notice calling for the commencement of expedited negotiations to discuss modifications of the then existing health care coverage which may be required or desirable in light of said health care reform. Unless otherwise agreed, expedited negotiations shall commence within thirty (30) days of the Council's receipt of written notice. If the parties cannot reach agreement on appropriate modifications to health care coverage within sixty (60) days of the commencement of expedited negotiations, any issues that remain in dispute as to necessary health care modifications shall be submitted to expedited interest arbitration under the procedures set forth by Sections 7, 8 and 9 of the Railway Labor Act. The arbitrator(s) in any such interest arbitration shall be instructed to, and shall issue an award that (a) is cost neutral to the Company, and (b) comes as close as possible to providing employees with the level of benefits that existed prior to the enactment of the health care reform without increasing the total cost to the Company of providing employee health benefits.

d. In the event that health care reform legislation will result in a decrease to the Company's costs of providing health care coverage, the Council may provide the Company with written notice calling for the commencement of expedited negotiations to discuss modifications pursuant to the procedures set forth in Article 24.8.c. above. If the parties cannot agree to an appropriate health care modification, the arbitrator(s) selected pursuant to the procedures set forth in Article 24.8.c. above shall be instructed to issue an award that, to the degree possible, utilizes the cost savings resulting from such legislation to increase employee health care benefits.

e. To the extent that the Company's cost of providing health care coverage is impacted solely, or in principal part, by state or local health care reform legislation, the provisions of Article 24.8.a. through d. above will apply, but only with respect to bargaining units and facilities located within the state or local municipality enacting such legislation.

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 part-time employees up to twenty (20%) of its total hours as measured on a system-wide (vs. a location-by-location) basis. 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 twenty percent (20%) 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. 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;

8. 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.

9. 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.

10. An employee who is required to attend a Company meeting on a scheduled work day 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.

11. 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.

12. 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 employees 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 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. Employee 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.

5. Employees will have an option to participate in direct deposit program.

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 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.

ARTICLE 32
WAGES

1. Hourly Wage Increases and New Scale

   a. Employees hired prior to January 1, 2006 shall receive hourly wage increases as follows:

Effective July 1, 2010:	$.50 per hour
Effective July 1, 2011:	$.50 per hour

   b. Effective July 1, 2010, the following New Scale and longevity steps for rate increases shall apply at all locations for employees hired on or after January 1, 2006 and prior to July 1, 2010. Employees hired on or after July 1, 2010 will be paid per the New Scale through the 2-Year longevity step.

   New Scale Longevity Steps:

   i. New Hire
   ii. 90-Day
   iii. 180-Day
   iv. 1-Year
   v. 2-Year
   vi. 3-Year
   vii. 4-Year
   viii. 5-Year

   c. Employees hired on or after January 1, 2006 will be paid per the New Scale at their applicable longevity step and Position in accordance with the rates established for each Unit and Position. The General Manager, Business Agent and employees at each location will be provided with a copy of the applicable New Scale for that location. Employees being paid an hourly rate above the applicable New Scale longevity step hourly rate shall not have their hourly rate reduced and will continue to receive their current hourly rate until the applicable New Scale hourly rate exceeds their current hourly rate.

d. Employees hired on or after January 1, 2006 who complete their Sixth Year of service prior to December 31, 2012 shall receive an additional $.20 per hour increase on their Six Year anniversary date.

2. 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.

3. The lead premium shall be standardized at $.75 per hour.

4. The parties expressly agree that, to the full extent permitted by law, the terms of this Agreement shall supersede any state, city, municipal or other local living wage or benefit law, ordinance, code, or regulation that might otherwise apply to employees covered by this Agreement. Accordingly, the parties hereby expressly waive the application of any such state, city, municipal or other living wage or benefit law, ordinance, code or regulation, including but not limited to the City of Los Angeles Living Wage Ordinance, the San Francisco Minimum Wage Ordinance, the San Francisco Quality Standards Program, the San Jose Living Wage Policy, the City of San Diego Living Wage Ordinance, and the Oakland Living Wage Ordinance. The parties expressly agree that this provision shall not exempt the Company from complying with all applicable federal and state minimum wage laws. In addition, this waiver does not permit the Company to reduce benefits and wages currently being provided; therefore, any waiver would be prospective from July 1, 2010.

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

Until the ninety-first (91st) 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 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 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 1 year of Company seniority, but less than 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 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 or more years of Company seniority as of their termination date shall be permitted an additional six

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 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 that 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 for the above agreement.

ARTICLE 34
AMENDMENT

This Agreement shall become effective on July 1, 2010 except as specifically provided herein and thereafter remain in effect until changed in accordance with the provisions of the Railway Labor Act and shall remain in effect through December 31, 2012.

Neither party shall, prior to September 30, 2012 serve a notice on the other party, pursuant to section 6 of the Railway Labor Act, to change any term of the Agreement, which change shall not be effective prior to January 1, 2013.

For Gate Gourmet, Inc.:

Anthony J. Bralich Jr.
Vice President,
Labor Relations

Richard E. Jones
Director Human Resources – East Region

David Cerbin
Managing Director, CI & Special Projects

Laurie Dalton
Vice President, Human Resources

Joshua Janow
Corporate Counsel

For the IBT/HERE Employee Representatives' Council:

Steven P. Vairma
Director, IBT/HERE Employee Representatives' Council

James DuPont
Co-Director, IBT/HERE Employee Representatives' Council

ATTACHMENT A - AUTHORIZED UNION OFFICIALS			
TEAMSTERS			
UNIT #	**LOCATION**	**UNION LOCAL**	**AGREEMENT**
300	Atlanta	IBT LOCAL 528	ADDENDUM
302	Atlanta	IBT LOCAL 528	ADDENDUM
301	Atlanta	IBT LOCAL 528	ADDENDUM
321	Atlanta (Garage)	IBT LOCAL 528	ADDENDUM
231	Boston	IBT LOCAL 25	ADDENDUM
239	Chicago	IBT LOCAL 705	NMA
241	Chicago	IBT LOCAL 705	ADDENDUM
240	Chicago	IBT LOCAL 705	ADDENDUM
323	Chicago (Garage)	IBT LOCAL 705	ADDENDUM
235	Dulles	IBT LOCAL 639	ADDENDUM
165	Indianapolis	IBT LOCAL 135	NMA
122	Jacksonville	IBT LOCAL 512	ADDENDUM
574	Los Angeles	IBT LOCAL 572	ADDENDUM
132	Memphis	IBT LOCAL 667	ADDENDUM
171	New Orleans	IBT LOCAL 270	ADDENDUM
566	Orlando	IBT LOCAL 385	NMA
249	San Francisco	IBT LOCAL 278	ADDENDUM
153	St. Louis	IBT LOCAL 688	ADDENDUM
UNITE HERE			
UNIT #	**LOCATION**	**UNION LOCAL**	**AGREEMENT**
239	Chicago	UNITE HERE LOCAL 1	ADDENDUM
240	Chicago	UNITE HERE LOCAL 1	ADDENDUM
241	Chicago	UNITE HERE LOCAL 1	ADDENDUM
117	Cincinnati	UNITE HERE LOCAL 12	NMA
126	Columbus	UNITE HERE LOCAL 84	NMA
426	Ft. Lauderdale	UNITE HERE LOCAL 355	NMA
244	Honolulu	UNITE HERE LOCAL 5	NMA
740	JFK	UNITE HERE LOCAL 37	NMA
711	Las Vegas	UNITE HERE LOCAL 226	ADDENDUM
731	Maui	UNITE HERE LOCAL 5	NMA
447	Miami	UNITE HERE LOCAL 355	ADDENDUM
233	Newark	UNITE HERE LOCAL 37	ADDENDUM
201	San Antonio	UNITE HERE LOCAL 251	NMA
734	San Diego	UNITE HERE LOCAL 30	NMA
249	San Francisco	UNITE HERE LOCAL 2	ADDENDUM
245	Seattle	UNITE HERE LOCAL 8	NMA
725	Tampa	UNITE HERE LOCAL 362	ADDENDUM
427	West Palm Beach	UNITE HERE LOCAL 355	NMA
NON-COUNCIL			
UNIT #	**LOCATION**	**UNION LOCAL**	**AGREEMENT**
800	Dallas Ft. Worth	BAKERY WORKERS LOCAL 111	ADDENDUM
746	Detroit	RWDSU LOCAL 1064	ADDENDUM
112	LaGuardia (Flushing)	RWDSU LOCAL 1102	ADDENDUM

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

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:

This shall confirm the parties' agreement to incorporate the Gate Gourmet System Board of Adjustment Rules of Procedure into 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 have been established for 2004.

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 the 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 formal Request for Hearing is attached. (Attachment #1) Requests for Hearing shall be sent to the Secretary by certified mail, overnight delivery, or telefax. 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 appear will result in a ruling by the System Board against the absent party. Requests for hearing may be unilaterally withdrawn or postponed, but in no event can the Union or Employer be permitted to postpone the same hearing more than one (1) time. 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 Letter of Continuance signed by both parties will be accepted, by notifying the Secretary of the System Board in writing within the timelines described above for other postponements.

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 the "cutoff' 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. 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. 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 parties affected by the case are present or were notified of the case. Hearings involving seniority will be heard only after written evidence is presented which establishes that all affected parties have been notified that a hearing is scheduled before the System Board and they have been offered an opportunity to be present.

B. 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. In cases involving grievances, the grievant may also be present during the hearing. Witnesses may be called to testify on behalf of the parties.

C. 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. 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 copies of the document, four (4) for the System Board members and one (I) for the opposing party.

D. 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.

E. 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.

F. The parties will be given every reasonable opportunity to present their respective case. However, the Co-Chairpersons have the complete discretion to limit proof in any manner they jointly deem necessary.

G. 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.

H. 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.

I. After each party has presented its case, the System Board members, in executive session, will cast their votes. The Vote will be by secret ballot if so requested by any member of the System Board. 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.

J. 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 mail copies of the minutes to the System Board members, all Unions and the Employer.

K. Both parties, where possible, will attempt to "frame the issue" of the grievance before the Board. Example: (Issue: Was Joe Smith discharged for just cause? If not, what is the remedy? Issue: Was Betty Doe's seniority violated?)

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 tape-recorded. Either party may obtain a copy of a tape 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 $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.

Sincerely,

/s/ Anthony J. Bralich Jr.

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

Gate Gourmet System Board of Adjustment
Request for Hearing

Attachment #1

Gate Gourmet Unit:_____ Local Union:_____
Grievant/Complainant:_____
Union Contact Person:_____ Phone:_____
Gate Gourmet Contact Person:_____ Phone:_____

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.

_____
Signature

_____
Date

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

Docket Number:_____
Hearing Date:_____

Decision of the Board:

_____
_____
_____
_____
_____

LETTER #2 **SECTION 1113 BANKRUPTCY PROTECTION**

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:

Consistent with the aggregate total cost savings as specified in the Company's "Final Offer" dated May 4, 2005, and as a result of the Interest Arbitration award leading to an amended National Master Agreement including Local Addenda, the Company agrees that it shall not seek to reject the amended NMA including Local Addenda, with the possible exception of the employee pension plans, in the event that it cannot avoid a Chapter 11 bankruptcy filing on or after the date of issuance of the Interest Arbitration award through December 31, 2009.

Sincerely,

/s/ Anthony J. Bralich Jr.

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

LETTER #3 **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, 11th 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 NUMBER_____ DATE_____

ADDRESS_____
(STREET) (CITY, STATE, ZIP CODE)

DEPARTMENT or AFFILIATE or LOCAL_____ POSITION_____

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 #4 **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 #5

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 #6

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.

Unit	Job Position	Start	90-Day	180-Day	1-Year	2-Year	3-Year	4-Year	5-Year
SAT	First Cook **Revised 110112 Eff 110312**	**$10.00**	**$10.19**	**$10.29**	**$10.39**	**$10.59**	**$10.84**	**$11.14**	**$11.49**
SAT	First Cook	$8.43	$8.72	$8.77	$9.59	$9.74	$9.79	$9.89	$9.94
SAT	Customer Service Rep (CSR) **Revised 110112 Eff 110312**	**$10.00**	**$10.19**	**$10.29**	**$10.39**	**$10.59**	**$10.84**	**$11.14**	**$11.49**
SAT	Customer Service Rep (CSR)	$8.43	$8.72	$8.77	$9.59	$9.74	$9.79	$9.89	$9.94
SAT	Customer Service Asst (CSA) **Revised 110112 Eff 110312**	**$8.50**	**$8.65**	**$8.80**	**$9.30**	**$9.50**	**$9.75**	**$10.05**	**$10.40**
SAT	Customer Service Asst (CSA)	$7.50	$7.70	$7.75	$8.34	$8.49	$8.54	$8.64	$8.69
SAT	Food Preparation - Cold **Revised 110112 Eff 110312**	**$8.50**	**$8.65**	**$8.80**	**$9.05**	**$9.25**	**$9.50**	**$9.75**	**$10.00**
SAT	Food Preparation - Cold	$7.50	$7.53	$7.58	$7.60	$7.70	$7.75	$7.85	$7.90
SAT	Liquor Clerk	$7.50	$7.70	$7.75	$8.34	$8.49	$8.54	$8.64	$8.69