

# COLLECTIVE BARGAINING AGREEMENT

Between

WORLD DUTY FREE GROUP, LLC, NA

at

DETROIT METROPOLITAN  
(WAYNE COUNTY) AIRPORT

and

UNITE HERE LOCAL 24



July 20, 2021 – July 19, 2024

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## **AGREEMENT**

THIS AGREEMENT is effective as of the 20<sup>th</sup> day of July 2021, by and between UNITE HERE - Local 24, hereinafter referred to as the "Union," and WDFG, NA, LLC., hereinafter referred to as the "Employer" or the "Company."

WITNESSETH: In consideration of the promises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

### **ARTICLE 1 – RECOGNITION & UNION MEMBERSHIP**

#### 1.1 Recognition.

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all the Employer's retail employees, employed at the Detroit Metropolitan (Wayne County) Airport, excluding, however, confidential employees, guards, watchmen, and supervisory employees as defined in the Labor Management Relations Act of 1947, as amended.

#### 1.2 New Classifications.

In the event the Employer establishes any new job classification within this bargaining unit, the parties shall meet and bargain over the appropriate rates for said classification. If the parties cannot agree on the wage rate for a new classification, the matter may be submitted to the grievance procedure.

#### 1.3 Union Membership.

As a condition of employment, all employees shall become and remain members in the Union by the 31st day following the beginning of their employment or the effective date of this Agreement, whichever is later.

In the event there is a change in law so that obtaining or continuing employment may be conditioned on the payment of union dues or service fees, the Employer and the union agree that the following language shall govern:

##### 1.3 a. Failure to Maintain Union Membership.

The Employer agrees, upon the written request of the Union, to discharge any employee who fails to tender his regular initiation fees, periodic dues, or reinstatement fees in accordance with the provisions of Section 1.5 of this Article. The discharge will be effective within forty-eight hours of the receipt of such written request if such fees or dues remain unpaid.

#### 1.5 Check-Off.

The Employer, after receipt of written authorization from each employee, shall deduct the initiation fees and dues from each Union member's paycheck due to him or her on the first payday of each month and

shall transmit them in alphabetical order no later than the 24th day of the month to the Secretary-Treasurer of the Union. No such sums shall be deducted by the Employer from any employee's wage unless and until the employee has voluntarily signed a waiver card authorizing the deduction of the same, such assignment not being irrevocable for a period longer than one year or at the termination of this Agreement, which first occurs, Failure by the employee to revoke such authorization shall automatically renew the authorization on a year-to-year basis. Any member who does not receive a paycheck on the first payday of the month, or who has other deductions from said paycheck which have priority by law, (e.g., F.I.C.A., federal, state, city income taxes, etc.) and does not have sufficient pay remaining to have the initiation fees and/or dues checked off, in full or part, shall have his/her dues and/or initiation fees, or any portion thereof not previously deducted, deducted from the paycheck of the next payday or succeeding paydays of the month until deducted in full. Said amount so deducted will be transmitted to the Union by the 24th day of the following month. If sufficient dues and/or initiation fees are not deducted for the current month, a double deduction made in the same manner as afore described will be made the following month or months in order to bring the member up to date. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he or she leaves the employ of the Employer for any reason. The Employer agrees to forward the full name, address and social security number of any employee for whom an initiation/reinstatement fee is deducted. The Employer will also provide the Union with electronic copies of the quarterly dues statements in Excel format. The Employer agrees to notify the Union, by notation on the monthly Union check-off, when employees are terminated, granted leaves of absence, or are absent due to illness or injury where such absence will affect deduction of dues, initiation or reinstatement fees.

#### 1.6 Hold Harmless.

The Union agrees to defend, indemnify and hold the Employer harmless from any liability or expense incurred by the Employer arising from the Employer's action pursuant to Sections 1.4 and 1.5 of this Article.

### **ARTICLE 2 – EQUAL EMPLOYMENT**

#### 2.1 Referral and Equal Opportunity.

(A) The Union may refer applicants to the Employer for positions within its jurisdiction. The Employer shall give good faith consideration in hiring the applicants referred from the Union.

(B) There shall be no discrimination by either party which violates United States, Michigan or local anti-discrimination employment laws, regulations or ordinances.

#### 2.2 Application for Union Membership.

Anyone employed by the Employer shall be admitted to union membership under terms no more burdensome than those then applying to all other applicants for union membership.

#### 2.3 Notification to Union.

The Employer agrees to provide the union with the name, address, phone number, classification, and full social security number of all newly hired employees, within two weeks of their employment. The

Employer will provide this information in an encrypted manner as mutually agreed to between the parties. The Employer will also provide ethnicity information regarding new hires to the extent it is known when the reports are prepared.

#### 2.4 Americans with Disabilities Act (ADA).

The Employer may make reasonable accommodations necessary to comply with the ADA. The Union may grieve the reasonableness of the accommodation.

#### 2.5 Gender.

References that appear to apply only to one gender within this Agreement are for simplicity only, and any such references include both males and females.

### **ARTICLE 3 – WORK DAY & OVERTIME**

#### 3.1 Work Day, Work Week and Pay Period.

The work day for full-time Employees shall normally consist of eight (8) hours within eight and one-half (8 ½) hours, five days per week, including a thirty (30) minute unpaid lunch. To the extent practicable and consistent with the Employer's business needs, shifts shall be scheduled with a preference towards providing full-time work opportunities and two consecutive days off. However, nothing in this Agreement shall be construed to provide a guarantee of work or a guarantee of a forty (40)-hour work week.

The payroll week is Monday to Sunday. The Employer shall notify the Union in advance of any change in the payroll period, and the Employer and Union shall collaborate on educational efforts to inform and prepare employees for any such change. The Employer shall endeavor to ensure that employees normally receive their paychecks on or before 12:00 noon on the regularly scheduled payday.

#### 3.2 Overtime - Daily, Sixth Day and Weekly.

Time and one-half shall ~~also~~ be paid for all hours worked on the employee's 6th consecutive day of work. Time and one-half shall also be paid for all hours worked in excess of forty hours within the work week.

#### 3.3 Overtime - Seventh Day.

All time worked on the seventh consecutive day shall be paid at double the employee's normal hourly rate.

#### 3.4 Overtime Assignment.

(A) The Employer shall not make a practice of requiring employees to work overtime. In general, overtime will be required only when necessary. For daily overtime, four hours' notice shall be given, except in cases of emergency or other unforeseen circumstances beyond the Employer's control. In such cases, the maximum possible notice shall be given. Only a reasonable amount of overtime will be required of an employee.

(B) When overtime is required on the 6th and 7th day of the workweek, overtime assignments shall be offered to those employees who voluntarily wish to work such assignments, in seniority order within the classification. Where no such volunteers are available, the qualified employee with the least seniority in the classification who is scheduled off shall be required to work the overtime assignment.

(C) Daily overtime assignments shall be offered to those qualified employees on the premises in seniority order within the classification who voluntarily wish to work the overtime. Where no such volunteers are available, the qualified employee(s) with the least seniority in the classification on that shift shall be assigned to work the overtime assignments.

(D) Overtime sign-up sheets shall be posted weekly within each department. If an employee who has signed up for overtime opportunities refuses such work when offered without a reasonable excuse, he or she shall be precluded from signing up for overtime opportunities for the next 30 days.

(E) No employee will be required to work more than ten hours per shift, except where the overtime is due to unforeseen airline delays, bad weather or other similar conditions beyond the Employer's control.

### 3.5 No Pyramiding.

There shall be no pyramiding of overtime or premium rates unless otherwise permitted by this Agreement.

### 3.6 Reporting Time.

Any employee required to report for work on a regularly scheduled work day and for whom no work is available at his regular job shall be paid for his scheduled work day at his regular straight time rate. It is agreed, however, that the foregoing provisions of this Article shall not apply when work is unavailable due to fog, fire, strike, utility failure, acts of God, or any other similar conditions or circumstances beyond the Employer's control. Employees shall, however, when working during such emergency, be paid for all hours of actual work and in no case for less than one half of his scheduled day.

### 3.7 Volunteers to Leave Early.

Notwithstanding 3.6, when business conditions are such that a full complement of employees is not needed, the Employer may ask for volunteers to leave work early, in seniority order within each classification. Employees who leave early shall be paid for hours actually worked.

### 3.8 Employee's Notification Responsibility.

It is the responsibility of each employee to notify the Employer whenever feasible that the employee will be absent. All employees shall be required to give two (2) hours advance notice if they are scheduled to begin work before 9:00 a.m. and three (3) hours advance notice if they are scheduled to begin work after 9:00 a.m.; unless they have a verifiable emergency. During business hours, employees should first attempt to reach the manager of the unit in which they are scheduled to work. If the manager is unavailable or if the call is made outside normal business hours, then the employee should call the designated call-in number and leave a message as to whether or when he or she intends to report to work,

leaving a number where he or she can be reached. The unit number and designated call-in number will be provided to employees. Repeated abuse of this employee responsibility is subject to disciplinary action. All calls to the designated facility reporting absences shall be placed in a log book provided for that purpose and shall have recorded the employee's name, department, time of call, and by whom the call was recorded.

### 3.9 Schedule Changes.

The Employer shall not change work schedules of employees for the purpose of circumventing payment of overtime or holiday pay premium, provided, however, that within the discretion of the Employer it is found that certain shifts or certain departments are not required on a holiday, it shall not be construed as a circumvention of holiday pay premium. If a change of schedule is made for circumventing overtime payment or holiday pay premium, such shall be paid. It is further understood and agreed that employees, when initially bidding on a shift or promotion which requires a schedule change, shall not be entitled to the overtime provisions of this contract, caused by that bidding or promotion. With the prior written approval of the Employer, employees may trade shifts or days off, providing no overtime (daily or weekly) or other premium pay results. The Employer will bid changes in days off and shifts at least twice a year and at reasonable intervals.

### 3.10 Posting of Work Schedules.

All work schedules shall be posted seventy-two hours in advance of the beginning of the payroll period.

## **ARTICLE 4 – JOBS & WAGE CONSIDERATIONS**

### 4.1 Wage Schedules.

All wage schedules shall be attached hereto and made a part of this Agreement.

### 4.2 Wage Expiration Date.

The minimum wage rates set forth in the schedule attached hereto and made a part of this Agreement shall remain in effect until the expiration of this Agreement.

### 4.3 Definition of Wage Rates.

The wage rate set forth in the schedules attached hereto shall be exclusive of the cost of meals.

### 4.4 Mandatory Hiring.

The listing of the job classifications in the schedules attached shall not be construed to mean that the Employer must hire employees in such job classification, but when employees are hired in any of said job classifications, such employees shall be paid at no less than the rates fixed for their specific job classification.



4.5 Work in a Higher-Paid Classification.

The Employer agrees that employees performing two or more classifications of work shall be hired, for seniority and pay purposes, into only one classification and shall be paid the highest rate of the classifications worked, as follows:

More than one hour, up to and including four hours' work in the higher classification - four hours' pay at the higher rate.

In excess of four hours in a higher classification, the employee shall be paid at the higher classification for all hours worked on that day.

Overtime worked in the higher classification shall be paid at the overtime rate for the higher classification. There will be no rotation of employees for the purpose of circumventing the conditions established in this Section.

4.6 Present Wages.

No employee employed at the time of this Agreement shall suffer a reduction in wages, as a result of the execution of the Agreement, except as otherwise specified herein. Furthermore, no employee shall suffer a reduction in wages for up to a period of ninety (90) days if his/her position is eliminated and it is necessary to take a lower wage position in order to maintain employment with the Company. The ninety (90) day period may be extended to a period of 180 days by mutual agreement between the company and the union.

No employee shall be deprived of any benefit or privilege he/she received, prior to the execution of this Agreement as long as it was granted by the Employer in writing. Any benefit or privilege granted by the Employer during the term of this Agreement that exceeds any provisions of the Agreement shall be granted by the Employer in writing, with a copy sent to the Union.

4.7 Payroll Deductions.

(A) Credit Union. The Employer agrees to make payroll, deductions for employees for the purpose of direct deposits to banks or other financial institutions consistent with its payroll department policies. Employees desiring such deductions from their pay must complete an application with the Employer's payroll department.

(B) UNITE HERE TIP — "To Insure Progress"  
CHECK OFF AUTHORIZATION FOR POLITICAL CONTRIBUTIONS FROM WAGES I,  
\_\_\_\_\_ hereby authorize and direct the PAYROLL  
DEPARTMENT OF \_\_\_\_\_ (NAME OF EMPLOYER) \_\_\_\_\_ to  
deduct from my salary the sum of \$\_\_\_\_\_, per month and to transmit that sum to the UNITE HERE  
TIP — "To Insure Progress." 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 — "To Insure Progress" 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 amount proposed by UNITE HERE are only suggestions, I may contribute more or less than that amount, and I will not be favored or disadvantaged by UNITE HERE because of the amount of my contribution or my decision not to contribute.

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 seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than thirty (30) days of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, and full social security number for each employee for whom a deduction has been made and the amount deducted 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 provisions of this Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction or authorization cards submitted to the Employer.

The Union shall be solely responsible for collecting such authorization forms from employees and for submitting them in a timely fashion to the designated Employer representative. If unanticipated problems arise with the administration of this program, the Employer and Union agree to meet and discuss methods for resolving the problems. The Employer shall have the right to grieve and seek termination of the TIP deduction program if issues concerning voluntariness of authorizations arise on a repeated and continuing basis, and evidence of this shall be a basis for termination.

#### 4.8 Payroll Corrections.

Payroll errors of \$50 or more will be corrected immediately when called to the attention of the Employer, unless due to the employee's action or inaction. Otherwise, corrections will appear on the next paycheck thereafter.

The Company will distribute a notice quarterly to each employee regarding who should be contacted and an alternate contact when they have a payroll issue.

## **ARTICLE 5 – BENEFIT PLANS**

### 5.1 Benefit Eligibility.

To qualify for benefits under the Employer Plans described below, or contributions under the Retirement Fund, defined below, employees must work an average of thirty (30) hours per week. Except as otherwise set forth herein, holidays for which employees are eligible, approved vacation and personal days, and approved medical leaves of absence up to one hundred twenty (120) days count towards hours worked. The Employer shall also comply with the Family and Medical Leave Act in benefit administration.

Eligibility for benefits or contributions shall be assessed on a calendar quarter. If at the end of a calendar quarter, an employee falls below the thirty (30) hour average, the employee shall be issued a notice informing him/her of the hour's deficiency. To remain eligible for such benefits or contributions, the employee must maintain a thirty (30) hour average during the following calendar quarter. If the employee remains below the thirty (30) hour average at the end of the following quarter, Employer Plan benefits or Retirement Fund contributions shall cease and, for those with medical insurance, a COBRA notice shall issue. To re-qualify for Employer Plan benefits or for Retirement Fund contributions under this Article, an employee must maintain) thirty (30) hour average over a full calendar quarter. Contributions to the Retirement Fund shall begin on the first of the calendar quarter following a calendar quarter in which the employee again averages thirty (30) hours.

## 5.2 Employer Plans.

(A) All full-time, non-probationary employees shall be eligible to participate in the Employer's following insurance plans (the "Employer Plans"):

- Medical Benefits
- Dental Benefits
- Group Term Life Insurance
- Short Term Disability Insurance
- Accidental Death and Dismemberment
- Health Care Spending Account Plan
- Dependent Care Spending Account Plan

(B) Unless this Agreement expressly provides to the contrary, participation in any of the Employer Plans is subject to the terms, including premiums and contributions, of those plans as they presently exist and as they may be amended by the Employer from time to time.

(C) All employees shall be entitled to enroll in the Employer Plans in accordance with the Employer Plans' eligibility requirements; the foregoing notwithstanding, employees are only eligible to enroll in the Employer's United Healthcare 60-30 Plan or the Madison National Life/United Health Care MEC Plan or other Plan as determined by the Company.

### 1. UNITE HERE National Retirement Fund and Retirement Plan.

Effective September 30, 2007, the Hotel Employees and Restaurant Employees International Union Pension Fund merged into the UNITE HERE National Retirement Fund (the "Retirement Fund"). The Union agrees to defend, indemnify and hold the Employer harmless from any liability or expense, including but not limited to attorneys fees, incurred by the Employer arising from the Employer's action in conformance with this Section including, without limitation, matters relating to any judicial or administrative action or threatened legal action regarding the referenced merger of the pension funds.

For employees eligible for participation in the Retirement Fund, or its predecessor, as of August 1, 2004, or thereafter, and newly hired employees, the Employer shall contribute the hourly amounts listed below, for each eligible employee, for each hour actually worked (up to the maximum daily rate), provided such employees have 1 year of continuous full-time service, and meet and maintain the other eligibility requirements

Upon ratification, the Employer agrees to pay the following sums into the Pension Fund on behalf of all eligible employees according to the provisions of the collective bargaining agreement.

Upon Ratification	\$2.65 per hour
6/1/2022	\$2.82 per hour
6/1/2023	\$2.99 per hour

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

The Employer agrees to contribute for each employee covered by this Agreement the aforementioned sums to the Unite HERE National Retirement Fund for the purpose of providing retirement benefits under the Unite HERE National Retirement Plan (the "Retirement Plan"), or such new merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Trust Fund, on the format prescribed by the Trust Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

The Trustees of the Retirement Fund and of any successor plan (referred to collectively as the "Trustees") shall not have the power unilaterally to increase the contribution rate negotiated by the Employer and the Union as set forth in this Agreement for the period from the date this Agreement is ratified by the Union through July 19, 2024.

2. Contributions.

Pension contributions for employees who became eligible for participation in August 2004 and newly hired employees shall be paid only for hours actually worked (up to the maximum daily rate).

3. Employee Data.

The contributions provided in the preceding sections shall be paid in accordance with a Supplemental Agreement to be entered into by the Union, the Employer and the Retirement Fund in order to comply with the record keeping requirements of ERISA and/or to properly provide welfare and pension benefits to participants.

5.3 Layoff, Leave, Resign and Discharge.

(A) If an eligible employee is on an approved leave for reasons of illness or temporary disability in accordance with the terms and conditions of this Agreement, the Employer will continue the monthly contribution to the elected medical plan for the first three months of said approved leave.

(B) In addition, employees on an approved leave of absence, including Union Leave, shall be permitted to continue medical coverage at their own expense, for a period not to exceed one year.

(C) An eligible employee who quits or is discharged shall not thereafter be entitled to any additional Employer monthly contribution to the medical plan.

#### 5.4 Binding Agreement.

As of the effective date of this Agreement, the terms provided herein are consistent with the Agreement and Declaration of Trusts of the Retirement Fund. However, if in the future, any provision of this Agreement becomes inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures subsequently established by the Trustees, any such inconsistent provisions of this Agreement shall be null and void, provided the Trust Fund provides written notice to the Employer.

The Trustees of the Retirement Fund shall apply the provisions of the Trust Agreement and Plan consistently to this Employer as compared to all other similarly situated contributing employers in the same Plan Units. Said Trust and Plan shall at all times operate within the law and maintain their tax-exempt status. The Trustees shall have no authority to alter the contribution rates contained in this Agreement or the provisions regarding on whose behalf contributions shall be made, such as waiting period and eligibility for contributions, during the period from the date this Agreement is ratified by the Union through July 19, 2024. Additionally, any audits required by the Trust or Plan must commence within six (6) years of the date on which applicable contributions were due. For each audit, "field work" (gathering data at the Employer's location) shall be completed within three (3) months, provided the Employer provides all data and documents requested by the Retirement Fund in a timely manner. Following completion of such audits, the Employer agrees to work with the Retirement Fund to resolve any contribution debts determined to be due to the Retirement Fund as a result of the audit(s) for the time period covered by the audit(s). Should said Trust or Plan violate any of the provisions above, the Employer's obligation to make further contributions to the Trust or Plan under this Agreement shall cease upon the Retirement Fund's receipt of written notice from the Employer that they are prospectively withdrawing from said Retirement Fund. However, if said Trust or Plan is thereafter demonstrated to have regained full compliance with the provisions above, the Employer's obligation under this Agreement shall then resume in accordance with said Plan's rules and procedures. Nothing in this section shall limit the rights of the Retirement Fund to change its audit policies or procedures in accordance with the Trust Agreement.

#### 5.5 Records.

In order to properly pay benefits, keep a record of employees' rights to benefits and comply with federal law, the Employer and the Union agree to make available for the inspection and audit by the fund such records of bargaining unit employees as the fund may require, including, but not limited to, names of employees and dependents, ages, dates of hire, classification, sex, full social security number, wages and hours, days or weeks of employment.

#### 5.6 Arrearage.

In the event the Employer is arrears in the payment of contributions, it shall be liable for late fees, interest, and liquidated damages as established by the trustees, legal fees, court and/or arbitration costs, audit and other expenses incidental to the collection of said delinquency.

#### 5.7 National Health Insurance.

In the event a National Health Insurance Program becomes law, the Employer and the Union agree to reopen this Agreement within sixty days of the implementations of said law to negotiate a substitute provision that is consistent with the law.

#### 5.8 Written Application for Medical Plans.

The Employer agrees to notify newly hired employees that they will be required to make written application for the available medical plans upon eligibility. Employees who fail to make written application within thirty (30) days of knowledge of eligibility may enroll only during an annual enrollment period, or after a qualifying life event.

### **ARTICLE 6 – HOLIDAYS**

#### 6.1 Designated Holidays.

Full-time employees shall be paid their straight time hourly rate for the following holidays if not worked and double their straight time hourly rate if worked. Holiday pay is based on the employees' normally scheduled average hours per shift over the three month period preceding the month in which the holiday falls. Designated holidays are as follows: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

#### 6.2 Eligibility.

A full-time employee is eligible for holiday pay for a holiday worked or not worked after completion of six (6) months of employment. However, in order to be eligible for holiday pay, employees must work their last scheduled workday preceding and their first scheduled workday following said holiday, plus the holiday itself if scheduled, unless excused by the Employer on account of sickness, physical disability or other reasons. Approved vacation time shall not be considered scheduled workdays for purposes of this provision.

#### 6.3 Overtime Holiday Pay.

If an employee eligible for holiday pay works one of the above-designated paid holidays and it falls either on his designated 6th or his designated 7th day, then notwithstanding Section 3.5 the employee shall receive premium pay as follows: on the employee's designated 6th day — two and one-half times his straight time hourly rate shall be paid; on the employee's designated 7th day — three times his regular straight time hourly rate shall be paid.

6.4 New Years' Premium.

All employees shall be paid time and one-half of their regular straight time hourly rate of pay for all hours worked commencing at 6:00 p.m. December 31st to 2:00 a.m. January 1st.

6.5 Part-Time Employees' Holiday Pay.

Part-time employees shall be paid for four (4) hours at their straight time hourly rate for designated holidays, if not worked, and double their straight time hourly rate, if worked.

6.6 Vacation Holiday Pay.

If one of the aforesaid holidays falls during a period when an eligible employee is on approved vacation, said employee shall receive an extra day's pay or an additional vacation day.

6.7 Counted As Time Worked For Vacation.

Paid holidays shall be considered as time worked for the purpose of computing vacation pay.

**ARTICLE 7 – VACATIONS**

Length of Service:	Employee eligibility:
Employees hired at any time between <u>January 1 and June 30</u> are eligible to take vacation as of <b><u>January 1</u></b> of the next calendar year.	1 Week Vacation
Employees hired at any time between <u>July 1 and December 31</u> are eligible to take vacation as of <b><u>July 1</u></b> of the next calendar year.	
January 1 <sup>st</sup> after completion of first full calendar year.	2 Weeks
January 1 <sup>st</sup> after completion of eight (8) full calendar years of service.	3 Weeks
January 1 <sup>st</sup> after completion of sixteen (16) full calendar years.	4 Weeks

Vacation Pay Computation.

\*The calculation of an employees' vacation pay is based upon the average number of hours worked during the twelve (12) weeks before the eligibility date (January 1 or July 1).

If an employee worked fewer than twelve (12) weeks before January 1 or July 1, the number of weeks worked within that same twelve (12) week time is used to calculate average hours.

If an employee did not work at all within the twelve (12) weeks before January 1 or July 1, the number of actual weeks worked during the calendar year is used.

Both calculations will exclude FMLA.

#### 7.1 Pro-Rated Vacation.

Employees who are laid off or discharged after one year of service by the Employer, except for reasons specified in Section 7.3 below, shall receive their earned vacation pay computed on a pro-rata basis of one-twelfth of his earned vacation for each month worked, or major fraction thereof.

#### 7.2 Notification Requirement

If an employee who has been employed for at least one year quits after having worked three months or more of their current vacation year, the employee shall receive his or her earned vacation pay, provided two weeks' written notice is given by the employee to the Employer of his or her intention to quit, and the employee works his or her regular schedule for the two weeks, unless excused by the Employer on account of sickness, physical disability or other reasons. The earned vacation will be computed on a pro-rata basis of one-twelfth for each month worked or major fraction thereof.

#### 7.3 Loss of Vacation.

If an employee quits without giving notice or is discharged for gross misconduct such as dishonesty, fraud, theft, assault, alcohol or drug intoxication, racial slurs, intentional damage/sabotage of Employer property, proven cases of sexual harassment, etc., such employee shall not be entitled to the payment of any pro-rated vacation pay.

#### 7.4 Vacation Schedules.

(A) Vacations shall be scheduled on a year-round basis according to the preference of the employee, according to seniority by job classification and department, consistent with the requirements of continuous and proper operations as set by the Employer's departments.

(B) It shall be the responsibility of the eligible employee to make their preferences known to management by March 1st of each year, provided the vacation schedule is posted by February 1st of each year.

(C) Once the vacation schedule is posted, the most senior half of the eligible employees in the classification in the department shall indicate their preference within fourteen days thereafter. The remaining employees shall then indicate their preference within the next fourteen days. After all employees have indicated their vacation preference, any employee who must change their vacation period or who did not make their preference known within the above time limits, shall be granted a vacation during open weeks only. There shall be no bumping of vacation periods after the vacation schedule has been properly posted and bid upon, however, any employee who is "bumped" during the



first fourteen days will be able to use his or her seniority to bid on available vacation schedules before the remaining employees begin their bidding process.

Eligible employees may elect to take their vacation pay on their yearly anniversary date or defer such payment until the time as they actually take their vacation. The employee will make their vacation pay selection known in writing to the Employer at least three weeks prior to their anniversary date.

#### 7.5 Vacation Obligations.

In the event the Employer sells its establishment or by any other means ceases to operate such establishment, the Employer shall pay each of its employees whose period of employment shall have entitled them to a vacation the cash equivalent of any vacation which said employees shall have earned on a prorated basis at the time of such cessation of operations.

#### 7.6 Vacation Obligation Waiver.

In the event of the sales of the establishment, Section 7.5 of this article may be waived if the new owner or operator agrees, in writing, with a copy of such written agreement submitted to the Union, to schedule and pay vacations on the basis of employment with the former company, bridged to their own period of operations.

#### 7.7 Vacation Checks.

Employees' vacation pay will be taxed at the regular weekly rate for each week of vacation due.

### **ARTICLE 8 – LEAVES OF ABSENCE**

#### 8.1 Leave of Absence Procedures.

(A) All requests for leave of absence shall be submitted in writing and at least seven, but not more than thirty, calendar days prior to the date such leave shall take effect and shall include:

1. The reason for such leave.
2. The effective date of such leave.
3. The approximate date of return to work.

(B) The written request for a leave of absence shall be submitted on a form supplied by the Employer to the employee. After reviewing such requests, the Employer shall make the final disposition known.

(C) If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the employee.

#### 8.2 Leaves of Absence General Provisions.

All leaves shall be subject to the following general provisions:

(A) All leaves shall be without pay and other benefits, with the exception of continuing seniority, unless otherwise provided in this collective bargaining agreement.

(B) Any employee who received a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave, unless the employee gives one (1) week advance written notice of their intent to return to work.

(C) An employee who has a vacation due, or personal days available at the time of being granted an approved leave of absence or who is absent because of illness, may elect to include such vacation or personal days in his or her time off.

### 8.3 Leaves of Absence — Personal.

Employees may be granted a leave of absence without pay for a specific period not exceeding ninety calendar days if, in the discretion of the Employer, good and sufficient reasons exist to warrant such leave. Leaves of absence may be extended upon the written application of the employee, for periods not exceeding ninety calendar days, if in the discretion of the Employer, good and sufficient reasons exist to warrant such extension.

### 8.4 Leaves of Absence — Military.

An employee shall be granted a military leave of absence, as required under Federal law, for time spent in full-time active duty in the Armed Forces of the United States. The period of such leave, and reinstatement in the Employer upon the expiration of such leave, shall be determined in accordance with applicable Federal laws in effect at the time of such leave.

### 8.5 Leaves of Absence — Medical.

A non-probationary employee shall be granted an unpaid medical leave of absence for a specific period not to exceed two years or length of seniority, whichever is less, provided the employee's disability is made known to the Employer in accordance with the provisions of this Article, and is accompanied by a doctor's certificate showing the nature of the illness and the estimated length of time the employee will be unable to perform his or her job. Seniority shall not continue to accrue beyond one year.

Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by their physician, establishing the fitness of the employee to return to their job.

### 8.6 FMLA.

In addition, employees with twelve months of service shall be entitled to the benefits provided by the Family and Medical Leave Act of 1993.

## ARTICLE 9 – MANAGEMENT RIGHTS

### 9.1 Management Prérrogatives.

The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business. The Company alone shall have the full and exclusive authority to determine and direct the policies, procedures and methods of operating its business. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not confined to, the right to determine, and from time to time, to re-determine the number, types and locations of its operations, and the methods, equipment and processes to be employed; to discontinue or automate methods, equipment, processes or operations; the right to determine the qualifications for new employees, and to select its employees; to determine the size and composition of its work force, to determine production and work schedules and methods of work and production; to determine the number and type of equipment, machinery, materials and supplies to be used or operated and the products to be prepared, processed or sold or the services to be rendered or supplied; to hire, promote, transfer, assign, lay off, and recall employees to work; to reprimand, discharge, or otherwise discipline employees with just cause, to determine job content and the amount and type of work needed, to determine and make the assignments of work; to schedule the hours to be worked on each job in each location and in each shift; to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department, or operation; to determine the amount of supervision necessary, to control and regulate or discontinue the use of supplies, equipment, machinery and process and any other property owned, used, leased or possessed by the Company; to establish, modify and enforce reasonable rules or regulations, policies and practices; to introduce new, different or improved methods, means and processes of transportation, production, maintenance, service and operation; and, otherwise, generally manage the operation and direct the work force; the Company's failure to exercise any function or right in any particular way shall not be deemed a waiver of its rights to exercise such function or right, nor to preclude the Company from exercising the same, in some other way not in conflict with the express provisions of this Agreement.

### 9.2 Failure to Exercise Rights.

Should any management right not be exercised in some cases or for certain periods of time, it is understood that this does not establish a past practice that would preclude the Employer from exercising such right in other cases or at other times.

### 9.3 Excess of Minimums.

As set forth in Article 26 and 27 of the collective bargaining agreement, compensation includes an applicable hourly rate of pay, as well as incentive pay on sales as set forth in and subject to the term of applicable Incentive Program. From time to time, Service associates may receive additional compensation in the form of sales incentive programs which are at the sole discretion of the vendors and may be subject to change and or elimination by the vendor.

### 9.4 Electronic Surveillance.

It is understood that the Employer can conduct only those forms of electronic surveillance of its premises that are permitted by law.

## 9.5 Attendance Policy.

The following policy addresses job abandonment, no call/ no shows, absences, and tardiness.

1. Job Abandonment – If an employee does not report to work for three (3) consecutive scheduled work days and does not contact the company to report the absences; the employee shall be terminated due to job abandonment.
2. No Call / No Show – The first time an employee does not report to work and does not report the absence at least two (2) hours in advance of their start time, the employee shall receive a “verbal warning”. The second time this occurs, the employee shall receive a “written warning”. The third time this occurs the employee shall receive a “written warning with a two (2) days unpaid suspension. The fourth time this occurs the employee shall be terminated. This progressive discipline shall be based upon a rolling twelve (12) month period of time. If the employee goes twelve (12) months from their last warning without an additional no call / no show and then has another no call / no show, the last warning the employee received shall be repeated and a new twelve (12) month period of time shall begin.
3. Absences – On the sixth (6<sup>th</sup>) day of absence in the year the employee shall receive a “verbal warning” in writing for the absence. On the seventh (7<sup>th</sup>) day of absence in the year, the employee shall receive a “written warning”. On the eighth (8<sup>th</sup>) day of absence in the year the employee shall receive a “second (2<sup>nd</sup>) written warning”. On the ninth (9<sup>th</sup>) day of absence in the year the employee will be terminated. If an employee goes through a calendar year without going beyond eight (8) absences, progressive discipline will start over again in the new calendar year as shown above. For employees with more than 90 days of service but less than six (6) months of service the following shall apply: First absence occurrence, the employee shall receive a “verbal warning” in writing. Second absence occurrence, the employee shall receive a “written warning”. Third absence occurrence the employee shall receive a second “written warning”. Fourth absence occurrence the employee shall be terminated.
4. Lateness – The following shall apply for all occurrences: A seven (7) minute grace period will be given to employees before an employee is counted as late. Once an employee is late, six (6) times in a calendar year, the employee shall receive a “verbal” warning. On the seventh (7<sup>th</sup>) occurrence, the employee shall receive a written warning. On the eighth (8<sup>th</sup>) occurrence, the employee shall receive a second “written warning”. On the ninth (9<sup>th</sup>) occurrence, the employee shall be terminated. If an employee does not go beyond eight (8) occurrences in a calendar year, progressive discipline for tardiness shall start over in the new calendar year.

The policy will be based on a six (6) month rolling period where lateness and absences will drop off after 6 months.

## **ARTICLE 10 – UNION PREROGATIVES**

### 10.1 Shop Stewards.

(A) The Employer shall recognize shop stewards appointed by the Union. There shall be no more than seven (7) Shop Stewards. The Union can add one (1) steward for each time the Company adds twenty (20) additional Union Employees.

(B) The Union will notify the Employer in writing as to the name of the shop stewards and their particular department or chief responsibility, and shall submit to the Employer reports reflecting any modifications to the list of stewards or their responsibilities.

#### 10.2 Bulletin Boards.

The Employer shall make available two designated bulletin boards, or an equal portion thereof, in each terminal for the posting of Union notices of meetings and other proper Union activities, provided such postings are business-like.

#### 10.3 Visitation Rights.

The Union shall be allowed reasonable access to inspect the work conditions of the members. The Union Representative shall not engage in activities that are disruptive to operations, such as pulling employees away from work, engaging in conversations while they are serving customers, or engaging in conversation while they are working in the stores.

The Union shall have the right to appoint or elect Stewards. The Union Shop Stewards are authorized to act as a liaison between the employees and the Employer in the enforcement of this Agreement and the resolution of alleged violations of the Agreement. The work of the Shop Stewards will be conducted on their own time unless the Company requests that a steward attend a meeting or handle other duties related to the enforcement of this agreement. Under these circumstances, the steward shall be on working time. The steward(s) shall not interfere with the work of the employees or the normal operation of the business.

The Employer shall be notified in writing of the appointment of a Shop Steward and shall be notified in writing of any changes.

#### 10.4 Conduct.

The Employer and Union representatives shall conduct themselves in such a manner as to carry out the intent and spirit of this section.

#### 10.5 Union Leave.

Any employee with one (1) or more years of service with the Employer who is appointed to a position in the Union which requires the full-time discharge of duties shall, upon twenty-one (21) calendar days advance written notice, be granted a leave of absence of up to a maximum of ninety (90) days, unless extended by mutual agreement. Such leave of absence shall be without pay and benefits; however, his/her seniority with the Employer shall continue to accrue while on Union leave, except that it shall not accrue for vacation or sick leave entitlement purposes. The employee must notify the Employer of his/her intent to return to work not less than fourteen (14) calendar days in advance. The foregoing notwithstanding, employees who are elected officers of the Union shall only be granted a Union leave of absence, if requested by the Union, for the period of the term of office. No more than three (3) employees shall be permitted to be on a leave of absence for Union business at any one time.

## **ARTICLE 11 – MEALS & BREAKS**

### 11.1 Meals.

- (A) Except as set forth below, all employees working a shift of at least five (5) hours shall receive an unpaid, thirty (30) minute meal break and an Employer-provided meal as set forth in (D) below.
- (B) When any employee works ten (10) or more consecutive hours in one (1) day, the employee shall be entitled to a second thirty (30) minute meal break and a second Employer-provided meal. The second meal break is in all instances unpaid.
- (C) When business permits, meal breaks shall be scheduled not sooner than two (2) hours after the employee's starting time and not later than five (5) hours after his/her starting time.

### 11.2 Breaks.

All employees working greater than four (4) hours per day shall be entitled to at least one (1) paid fifteen (15) minute rest break.

## **ARTICLE 12 – EMPLOYMENT STATUS**

### 12.1 Probationary Employees.

- (A) New full-time employees shall be considered probationary employees and shall not acquire any seniority rights until they have been employed for a period of sixty calendar days. The probationary period may be extended for an additional thirty calendar days, providing the Employer provides written notice to the employee and Union prior to the end of the original period.
- (B) New part-time employees shall be considered probationary employees and shall not acquire any seniority rights until they have been employed for a period of ninety calendar days. The probationary period may be extended for an additional thirty calendar days, providing the Employer gives written notice to the employee and Union prior to the end of the original period. A probationary employee may be discharged without recourse by the Union or the employee to the grievance and arbitration procedure.

### 12.2 Definitions of Employees.

- (A) A full-time employee is defined as any employee who works an average of thirty (30) hours per week or more. See Section 5.1 for benefit eligibility calculation.
- (B) A part-time employee is defined as any employee who works an average of less than thirty (30) hours per week.

### 12.3 Seniority.

Seniority is determined by an employee's most recent date of hire.

#### 12.4 Layoff and Recall.

In the event of a layoff, probationary employees shall be laid off first.

Employees shall be laid off and recalled to work by classification, according to seniority date. Employees must remain qualified (including background and security clearances) to be eligible for recall.

In the case of layoffs caused by the permanent closure of facilities, affected employees may elect, at the time of layoff only, to bump less senior Employees in other classifications, provided they can do the available work or do the available work with reasonable training. Employees who elect at the time of layoff to bump into another classification shall retain recall rights into their prior classification for 12 months.

The Employer will notify a laid-off employee, by certified mail at the employee's last address of record, of recall. It is the responsibility of the employee to ensure that his or her address is accurate. The employee must return to work within two weeks of delivery of the recall notice. In cases of emergencies involving layoffs of two days or less, seniority shall be applied whenever practical and reasonable, however, under no circumstances shall such emergencies involve a layoff of more than two days.

#### 12.5 Seniority Termination.

Seniority rights shall terminate if an employee:

- (A) Quits employment, which includes three days' absence without notice to the Employer, except where an employee is able to prove to the Employer that he/she was unable to give such notice due to circumstances beyond his/her control.
- (B) Is discharged for just cause.
- (C) Fails to return to work from an approved leave of absence.
- (D) Is laid-off or on a leave of absence for a period equal to the employee's seniority or 12 months, whichever is less, except as provided in Article 8, Section 5.
- (E) Engaged in gainful employment while on a leave of absence without the prior approval of the Employer. This shall not preclude an employee from working for another employer while working for this Employer, so long as the employee's obligations to this Employer are met.

#### 12.6 Use of Part-Time.

(A) Where full-time employees are on layoff and the Employer desires to fill a part-time schedule, the Employer shall offer the laid-off full-time employees within the classification the part-time schedule in order of classification seniority. In the event the Employer is unable to fill the part-time schedule in this fashion, the Employer may fill the schedule from any available source.

(B) In the event full-time positions within the same classification become available, they shall be offered to part-time employees within the classification in order of classification seniority prior to the hiring of any new employee.

(C) Full-time employees who request a part-time position shall have preference over new employees.

#### 12.7 Promotion to Supervision.

An employee promoted to a supervisory position shall retain his seniority for up to ninety days, after which he shall lose all seniority rights.

#### 12.8 Shift Bidding and Day-Off Procedure.

Work schedules setting forth available shifts and days off will be bid at least twice per year, at reasonable intervals. Bidding shall be by seniority within job classification and within the department. After schedules are bid, the Employer may change start and quitting times by an hour or less without rebidding, provided there is no reduction in shift hours.

In the event of the occurrence of a situation which is beyond the Employer's control and which poses an imminent effect on employee work shifts, the Employer shall meet with Union Representatives for the purpose of explaining the situation and the Employer's plan to address the situation prior to implementing its plan. In the absence of such an extraordinary situation, however, the bidding process shall customarily commence with the Employer meeting with the Union four (4) days prior to the posting of the shifts to be bid. This meeting shall be solely for informational purposes and may be conducted utilizing the Labor Management Team process set forth in Section 25.7. After this meeting, shift bids will be posted for a minimum of seventy-two (72) hours before the date of the actual bid. These bids shall go into effect no earlier than 72 hours after the shift bidding process is completed.

#### 12.9 Vacancy, Promotion or New Position.

(A) When a new classification is created, the classification shall be made known to all employees in all departments by posting the classification on the employee bulletin board for three (3) days, giving full explanation of responsibilities and job description. Employees desiring consideration for the new classification shall place their name on the new classification sign-up sheet. The most senior employee having the requisite skill and ability shall be given preference over other applicants. The Employer's determination on skill and ability may be challenged only on the grounds that it is arbitrary and capricious.

(B) Whenever a vacancy or promotion occurs, excluding those created by leaves of absence or vacations, it shall be made known to those employees who have previously placed their name on a roster for filling of vacancies and promotions. The most senior employee having the requisite skill and ability shall be given preference over other applicants. The Employer's determination on skill and ability may be challenged only on the grounds that it is arbitrary and capricious. The Union shall be notified of the successful candidate.

(C) Such roster shall be open for additional names all year. A successful bidder shall not be allowed to bid on another position for six months.



(D) If the Employer or employee determines within the first ninety (90) days that an employee is unable to perform satisfactorily in a new classification, shift or station, the employee will be allowed to return to his or her former position without loss of seniority.

## ARTICLE 13 - GRIEVANCE & ARBITRATION

### 13.1 Definition of Grievance.

A grievance shall mean any dispute between the parties concerning the interpretation of this Agreement.

### 13.2 Grievance Procedure.

The number of days provided for the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by mutual agreement in writing. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Company to answer a grievance within the time limits specified shall permit the grievant to proceed to the next step of the grievance procedure.

### 13.3 Time Limitations.

The Employer shall be under no obligation to process a grievance that is not made within fifteen (15) calendar days after the issue should reasonably have been known to the employee.

### 13.4 Grievance Procedure.

All grievances shall be presented and processed in accordance with the following procedure:

Step One — Any employee having a grievance or the Union acting on behalf of an employee or a group of employees having a grievance shall discuss the grievance with the appropriate manager. In the interest of working relationships and resolving issues at the lowest possible level of involvement, managers and employees are encouraged to deal directly at Step One, but the employee may have a steward present at such meeting.

Step Two — If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the designated department head or designee within ten days after the completion of Step One. The written grievance shall be signed by the grieving employee(s) or on their behalf by their Union and shall set forth the specific nature of the grievance, the specific sections of this Agreement allegedly violated and the adjustment sought. The designated department head or designee shall meet with the Union steward or representative within ten days after the grievance is referred to him, in an effort to resolve the grievance. The designated department head or his designee shall render his written decision within ten days after the date of said meeting. A copy of his decision shall be furnished to the grievant and the Union.

Step Three — In the event no satisfactory adjustment is reached at Step Two, then the moving party may request, within seven days after the decision rendered in Step Two, a meeting between the Employer and the Union. Such request shall be in writing. Representatives designated each by the Union and the Employer shall meet promptly to attempt a final adjustment of the dispute, which in the event of such adjustment, shall be reduced to writing within five days of the completion of such conference, signed by both parties and become the final and binding adjustment of the dispute. In the event there is no agreement resulting from a final conference, the moving party shall have fourteen days from the date of completion of said conference within which to submit the grievance to arbitration. Such submissions shall be made to the Federal Mediation & Conciliation Service (FMCS).

Step Four – Mediation.

If no agreement is reached at step 3, both parties shall, upon request by either the union or the company agree to non-binding mediation in an effort to resolve the dispute before going to arbitration. The employer and the union shall give a good faith consideration to the finding of the mediator. The mediator shall be requested from the local FMCS at no cost to each party.

In the event there is no settlement at Step 4, the matter shall be referred to an Arbitrator by the Union or the Employer within thirty (30) days from the receipt of the company's written decision. Due notice of submission to arbitration shall consist of written notice to the Employer.

Step Five — Arbitration.

An Arbitrator, who is based in the Detroit Metropolitan area, shall be selected by the Union and the Employer. If the parties are unable to agree on an Arbitrator, either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternatively strike names until one (1) remains (grieving party shall strike first). The remaining person shall be the Arbitrator. The Arbitrator selected shall hold a hearing promptly and shall issue a written decision no later than thirty (30) days from the date of the hearing. The decision of the Arbitrator shall be final and binding upon the parties.

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

13.5 Limitation of Arbitration.

An arbitrator shall not have any right or authority to add to, subtract from or modify the terms and provisions of this Agreement. Further, the renewal, extension, modification, or amendment of this Agreement shall not be the subject matter of any grievance or arbitration procedure. The above notwithstanding, both parties shall present their entire case at the hearing, and no further evidence may be provided thereafter, absent prior written authorization of the arbitrator. The arbitrator shall be required to render a written decision to both parties as soon as possible, not to exceed thirty days after the hearing.

Termination cases may be submitted to expedited arbitration upon the mutual agreement of both parties. In such arbitrations, no briefs shall be permitted, a bench decision will be rendered at the conclusion of the hearing, and a short, written opinion will be provided within 24 hours of the conclusion of the hearing.

## **ARTICLE 14 – UNIFORMS**

### Provision and Cleaning.

The Employer shall furnish all uniforms. Upon their hire, new part-time employees shall receive two uniforms, and new full-time employees shall receive three, with the third uniform made available upon completion of the probationary period. Employees may purchase up to two additional uniforms at cost.

The Employer will provide replacement uniforms to those employees who request one because their uniform is damaged and/or worn out. In order to receive a replacement uniform, the employee must turn in their old uniform to the Employer.

Uniforms shall be cleaned and maintained by the employee. Employees required to wear black pants or shorts, or similar street clothes without logos, shall purchase, maintain and clean such clothing.

Employees who work vacation relief shall be provided two uniform shirts for each concept to which they are assigned on vacation relief.

## **ARTICLE 15 – NO STRIKE / NO LOCKOUT**

### 15.1 Work Interruption.

During the term of this Agreement, neither the Union nor any employee shall authorize or take part in any strike, slowdown, or other interruption or impediment of production at any operation of the Employer covered by this Agreement. Any employee violating this section may be discharged.

### 15.2 Discipline.

The Union agrees that it will not oppose the discharge or discipline of anyone who commits acts in violation of Section 15.1, provided, however, that no employee covered by the Agreement shall be required to violate a primary picket line of a sanctioned strike.

### 15.3 Lockouts.

The Employer agrees that there shall be no lockouts of employees during the term of this Agreement.

### 15.4 Procedure.

The parties agree that any and all disputes arising out of the interpretation or application of the terms of this Agreement shall be settled in accordance with the grievance and arbitration procedure.

## ARTICLE 16 – SUCCESSORSHIP

### 16.1 Employer Notification.

In the event there is a direct sale, transfer or other direct change of ownership of Employer, Employer shall advise the Union of such change as soon as practicable, which the parties acknowledge may occur following the consummation of the transaction.

### 16.2 Successor Clause.

This Agreement shall be binding upon the Employer's and Union's successors, assignees, purchasers, lessees, or transferees, whether such succession, assignment or transfer be effected voluntarily or by operation of law; and in the Event of the Employer's merger or consolidation with another company or companies, this Agreement shall be binding upon the merged or consolidated company.

### 16.3 Subcontracting.

(A) The Union recognizes that the Employer is subject to requirements imposed by the Department of Transportation ("DOT"), through the Airport, to subcontract to businesses owned by socially and economically disadvantaged individuals (DBEs). The Employer retains the right to continue to subcontract to DBEs, but agrees that it will subcontract only to those DBEs as defined by the DOT in 49 CFR Part 26, and section 26.67 thereof in particular.

(B) Upon the expiration of the current term of lease or other contract between the Employer and any current non-DBE operator of restaurants in the Airport, or if sooner, upon termination of the current lease or other contract by either the Employer or any current non-DBE operator, the restaurants will revert to the bargaining unit and coverage of this Agreement. The Employer shall not renew the contract or lease with any current non-DBE operator unless the lease or the contract provides that (a) all non-supervisory work shall be performed only by employees in the bargaining unit covered by this Agreement, and (b) the Employer shall at all times hold and exercise full control of the terms and conditions of the employment of all such employees pursuant to the term of this Agreement. Upon reversion, the Employer may operate the restaurants directly or as a joint employer with a restaurant operator. This paragraph applies only to food and beverage operations using any part of the space presently occupied at the Airport at the time of the execution of this Agreement, by any current non-DBE operator, regardless of the configuration, equipment, nature, theme, menu or name of such operation(s).

## ARTICLE 17 – SAVING CLAUSE

### 17.1 Separability & Saving Clause.

If any provisions of the agreement shall be or become invalid by reason of any applicable Federal or state law, or be held invalid by any court or agency of competent jurisdiction, remaining portions thereof shall not be invalid, but shall continue in full force and effect. In the event of such invalidation of a section of this agreement, the parties agree to meet for the purpose of discussing appropriate replacements or substitutes for any invalid provisions.

## 17.2 Negotiated Agreement.

The parties agree and acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been freely discussed and negotiated, and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior Agreements, commitments, and practices, whether oral or written, between the Employer and the Union or the Employer and any of the covered employees, and expresses all obligations of and restrictions imposed on the Employer and the Union. Nothing above shall preclude the parties from negotiating written amendments to this Agreement, should unanticipated circumstances arise.

## **ARTICLE 18 – WORK RELATED INJURY**

### 18.1 Work Related Injuries.

Employees who suffer a work-related injury shall receive payments in accordance with applicable Worker's Compensation laws and regulations.

### 18.2 Sent Off the Job.

An employee who is injured on the job and is sent home or to a hospital or clinic shall be paid for the balance of their regular shift on that day at the applicable hourly rate.

### 18.3 Drug Testing.

The Employer may conduct drug testing upon conditional offers of employment or for reasonable cause, only as permitted by law. Employees off work for a year or more are subject to re-screening.

### 18.4 Cooperation.

The Employer agrees to cooperate toward the prompt settlement of the employees' on-the-job injury and sickness claims when such claims are due and owing. The affected employee must:

- (A) Cooperate with the Employer toward the prompt settlement of claims;
- (B) Promptly notify the treating physician and the Employer of any change in his/her medical condition; and
- (C) Follow the instructions of the treating physician and promptly supply information requested by the physician, Employer, or insurance carrier necessary to evaluate or continue a claim for benefits.

### 18.5 Modified Duties.

When an employee is deemed partially disabled by a physician, the Employer will endeavor to offer modified duties to such employee until the employee is released by a physician to resume his normal duties.

## **ARTICLE 19 – FUNERAL LEAVE**

### Funeral Leave Days.

Full-time employees who have completed their probationary period and who suffer a death of a member of their immediate family shall be permitted time off for up to three consecutive days, following the day of death, and they will be paid their regular straight time rate of pay for any scheduled hours missed during those three days while attending the funeral.

The Company may request the employee to furnish them with evidence of entitlement.

Members of the employee's immediate family shall include only the following: current spouse, domestic partner (as defined below), child, step child, parent, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild, father-in-law, mother-in-law.

For purposes of this section only, domestic partner shall be defined as someone of the same or opposite sex with whom an associate has a committed relationship of mutual caring and support. The partnership must be registered with a municipality or meet ALL of the following criteria:

- neither partner is married, legally separated, or has another domestic partner;
- the partners do and will continue to share the same principal domicile;
- the partners are not blood relations
- each partner is at least 18 years old
- the partners have lived together for at least six (6) months
- the partners maintain an intimate, committed relationship of mutual caring and support;
- the partners agree to share basic living expenses during their domestic partnership.

## **ARTICLE 20 – PERSONAL DAYS/SICK TIME**

### Personal Leave Days.

Earned personal leave days may be taken upon ten days advance written notice to the Employer, except in cases of emergency or sickness where such notice cannot be given. A request for a personal leave day will not be unreasonably withheld by the Employer. All employees are requested to take their personal leave days during their anniversary year and at such times as to not interfere with the normal operation of the Employer's business. If, however, upon completion of the employee's anniversary year, earned personal leave has not been taken, they shall be paid for in lieu thereof. It is understood that personal leave days must be approved in advance, based upon business needs, except as noted above.

Effective upon ratification, full-time employees hired after 11/1/99, shall accrue one personal day per six-month period (up to a maximum of two per year). Upon completion of one year of service, such

employees shall be eligible to use the personal days under the terms specified above. Unused personal days shall be paid out on the employee's anniversary date.

Sick Time – After completion of the first ninety (90) days of employment, each full time employee is eligible for one sick day for every forty-two (42) calendar days of employment. Once the employee reaches six (6) months of service they will then be eligible for up to five (5) paid sick days in that calendar year at the employee's regular base pay to any full time employee who is absent due to illness, injury or disability. Sick days may not be carried over to the following year. These days may also be applied to other absences, if required by state law. Once they have used up their available paid sick days they will either start the progressive discipline process or continue with it based upon discipline already received. If the employee goes through the calendar year and does not go beyond (8) absences, progressive discipline shall start over in the new calendar year. Consecutive absences for up to three days for the same occurrence shall count as one day.

Absences due to a company approved Family Medical Leave (FMLA) or any other leave approved by the company, shall not be subject to the above Attendance Policy.

The Company may, at its sole discretion, waive any and all discipline, based upon medical information they may receive from an employee.

## **ARTICLE 21 – JURY DUTY**

### 21.1 Jury Duty.

Any non-probationary full-time employee who is called to and reports for jury duty shall be paid by the Employer for each day spent in performing jury duty for all days the employee otherwise would have been scheduled for work, up to a maximum of thirty (30) calendar days in any one calendar year. The employee shall be paid the difference between:

(A) The employee's regular straight time hourly rate for the number of hours up to eight that he otherwise would have been scheduled to work, and

(B) The daily jury duty fee paid by the court, not including travel allowance or reimbursement of expenses. If the employee is dismissed from jury duty, he shall report to work during the balance of his regular work shift.

### 21.2 Employee Notification.

In order to receive payment under this Section, an employee must give the Employer one week advance notice, or must notify the Employer immediately upon receipt of notice from the court, that he has been summoned for jury duty. In addition, the employee must furnish satisfactory evidence that jury duty has been performed on the days for which payment is claimed.

## **ARTICLE 22 – MISCELLANEOUS TERMS & CONDITIONS**

### 22.1 Parking.

For the duration of this, Agreement, the Employer shall continue to pay \$45.00 per month towards parking. There will be a \$45.00 initial processing fee for the issuance of parking stickers and a \$45.00 renewal fee (when and if renewal is required). No employee shall be required to pay the renewal fee more than once in any 12-month period. The Employer will offer all employees with a current parking sticker the sum of \$45.00 to turn in the sticker if they are not using the employee lot. Employees who receive the turn-in bonus cannot again apply for parking during the term of this Agreement. If, during the term of this Agreement, the Airport Authority increases the cost of parking above \$45.00, the Employer will pay the additional amount up to \$50.00. If, during the term of this Agreement, the Airport Authority increases the cost of parking above \$50.00, the employee will pay twenty (20%) percent and the Employer shall pay the balance.

### 22.2 Printing of Contracts.

The Employer shall provide copies of this Agreement to management, and the Union shall provide copies to its members, each in the form of their choosing and at their own cost.

## **ARTICLE 23 – SPECIAL LEAVE OF ABSENCE/IMMIGRATION**

(A) To the extent consistent with application law, no employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits due to any changes in the employees' name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States.

(B) The Employer shall promptly notify the Union in writing of any employee whose right to work in the United States is being questioned or challenged, and shall meet with the Union upon request, to discuss possible resolution in advance, of any change. The Union shall hold the Employer harmless on account of any liability, claim, suit or dispute arising out of the provision of information relating to employee work authorization, including the reasonable cost of any defense made necessary by any such liability, claim, suit or dispute. Nothing contained in this subsection limits the Employer's ability to comply with IRCA or other government directives.

(C) In the event an employee, who has completed at least one year of service, is terminated due to a lack of proper work authorization due to any changes in the employee's name or social security number, the employee shall be reinstated as soon as practicable to his or her former position without a loss in seniority, upon the employee providing proper work authorization within six months of the date of termination. Employees with two or more years of service shall be permitted an additional six months to obtain proper work authorization under the foregoing terms.

(D) If an employee with two or more years of service needs additional time, the Employer will hire the employee into the next available opening in the employee's former classification upon presentation of proper work authorization, but as a new hire without seniority. The parties agree that such employees will be subject to a new probationary period.



(E) On the day an employee is sworn in as a United States citizen, the employee, upon giving reasonable prior notice, shall be excused from work and paid for that day at the applicable holiday rate of pay.

## ARTICLE 24 – CASH HANDLING AND SHOPPER SERVICES

### 24.1 Cash Handling.

At the beginning of each shift the employee will count out their “bank”. The bank is defined as the designated amount of money that the employee will have in the register to start their shift. If there are any problems the employee will contact their supervisor or manager immediately.

Spot Checks – During the shift at any time on a random basis, the Company may count the entire register and tally all receipts, cash, credit card charges, and travel checks. The employee is required to be present during the spot check. At the end of the shift the supervisor or manager will count out the entire register. The employee is required to be present during this process and sign any required documents to complete the process.

Discipline – If at any time the contents of the register are found to be over or under by an amount of five dollars (\$5.00) or more, the employee is subject to discipline as shown below.

The progressive steps of discipline are as follows:

1. First step- Written verbal warning.
2. Second step- Written warning.
3. Third step- Written warning with a one (1) days suspension without pay.
4. Fourth step- Termination.

Note- At any time the employee is over or under between \$20.00 and \$49.99, the employee shall go for retraining.

Note- At any time the employee is over or under fifty-dollars or more, the employee shall be suspended pending investigation.

An employee shall be given the opportunity to have warnings removed from their file each time they go ninety (90) days without receiving a cash handling warning. Examples are shown below:

Example #1- Employee receives a written verbal warning on Jan 5, 2013. If there are no additional warnings given to the employee within (90) calendar days from Jan 5, the warning is removed. All warnings will be issued within 72 hours.

### 24.2 Shopper Services.

The Union recognizes that the Employer and the airport employs shopping investigators or “shoppers” in its operations. The Employers’ and airports purpose for using shoppers is to ensure quality of customer service, to ensure that proper procedure is being followed in cash handling, and to ensure the integrity

of cash transactions. The Union and the employer agree on the following rules for the Employers' use of shoppers and shoppers' reports:

1. Employees shall be informed during their training of the Employer's use of shoppers. Employees shall also be informed of these rules with regard to the use of shoppers and of shoppers' reports. The Employer shall issue a copy of these rules to new employees in their new hire packets and shall also post these rules prominently in the units at locations where notices are normally posted.
2. Shoppers shall provide factual reports of their observations of customer service situations and cash handling transactions. Shoppers shall not use methods which would intimidate or confuse employees. The Employer shall not employ shopping services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports.
3. Employees shall be shown copies of any reports which are retained in the employee's personnel file.
4. When shopper reports are used for disciplinary purposes, the Employer shall provide copies of the reports to the employee. The Employer shall supply a copy of such report to the Union upon request.
5. Management shall inform the employee as soon as possible, but in no event later than seven days (excluding Saturday, Sunday and holidays) after the Company's receipt of the shopper's report — but in no event longer than 14 days after the incident(s) referenced in the shopper's report occurred - of any irregularity in a shopper's report that may result in disciplinary action (ex: shopper report received at noon on Monday, and action must be taken by noon the following Wednesday). In the event the employee cannot be reached before the time limit expires, the Employer shall notify the Union in the meantime. The timeframes will not apply to shopper's reports generated by the airport.
6. The Employer agrees that, in general, counseling and re-training are preferable to disciplinary action in correcting problems that arise in shopper reports.
7. Discipline resulting from shopper reports for quality of customer service issues that are subjective in nature, such as perceived friendliness, smiling, etc., issues related to staffing levels, such as promptness of service, and issues relating to upselling, will normally be progressive in nature, beginning with a verbal warning for the first offense. However, the Employer reserves the right, at its discretion, to take disciplinary action as it deems appropriate on a case by case basis, including written warning, suspension and/or termination for the first offense, for issues relating to shoppers reports for quality of customer service.

## **ARTICLE 25 – WORKING CONDITIONS**

### 25.1 Split Shifts.

There shall be no split shifts, unless specifically requested by an employee.

#### 25.2 Misc. Discipline Issues.

All disciplinary action will be dealt with within a reasonable period of time from the date of infraction. Disciplinary notices issued to employees shall not remain in effect for a period of more than twelve (12) months from the date they are issued. However, discipline more than a year old may be used as evidence that an employee was aware of a rule or policy, or to show past corrective measures taken, or as evidence of a pattern of behavior (such as a history of racially discriminatory actions, sexual harassment, etc.). In the event a customer service situation arises in an understaffed unit, the Employer shall address the situation with the employee on its own merits. If a resolution is not achieved, the grievance process shall be utilized.

#### 25.3 Defective Equipment.

Employees shall immediately, but no later than the end of their shift, report on forms supplied by the Employer all defects of equipment. In the event a reported defect affects safety, the Employer shall investigate the condition to determine its safety and if necessary, make repairs.

#### 25.4 Supervisors Doing Bargaining Unit Work.

Managers, supervisors, and non-bargaining unit employees, shall not perform bargaining unit work, except to cover breaks or due to absenteeism in an emergency situation, provided that the Employer has made a reasonable effort under the circumstances to find bargaining unit employees to perform the work. Leads covered by this Agreement may direct work of employees and perform other duties as assigned by the Employer, including breaks.

#### 25.5 Labor Management Team.

The Employer and the Union recognize the importance of promoting and improving the working relationships between the Employer and its employees represented by the Union in order to ensure the efficient conduct of the Employer's operations in an atmosphere free of ill-feeling and animosity.

In order to attain the above mentioned goals, a Labor Management Team shall be established to discuss matters of mutual concern to the Employer and the Union. The Team shall consist of not more than three (3) representatives of the Employer and not more than five (5) representatives of the Union. This Team shall meet at the request of either party but not more frequently than quarterly (unless it is mutually agreed by the parties to meet more frequently). Employees will attend such meetings without pay and during their non-working time unless the Employer agrees to release the worker(s) during work time with pay.

The results of such meetings shall neither alter the provisions of this Agreement nor be construed as continued negotiations over the terms and conditions set out in this Agreement.

#### 25.6 Health and Safety Team.

The Employer and the Union recognize the importance of the health and safety of Employees. To that end, a Health and Safety Team shall be established, consisting of five (5) members; the Employer shall appoint two (2) and the Union shall appoint three (3) employees.

The Employer and the Union shall each appoint a Co-Chair of the Team who jointly shall be responsible for preparing agendas for the meetings, ensuring follow-up and chairing Team meetings. The Team shall meet at its discretion, but not less than quarterly.

The Health and Safety Team shall be notified of all accidents occurring on-site and shall also review potential on-site safety hazards. The Team shall recommend to the Employer ways to improve the general safety of the workplace.

First Aid kits shall be provided and properly stocked by the Employer.

Employees shall attend such meetings with pay.

The results of such meetings shall neither alter the provisions of this Agreement nor be construed as continued negotiations over the terms and conditions set out in this Agreement.

**ARTICLE 26 – MINIMUM WAGE SCALE**

<b>Classification</b>	<b>July 1, 2021</b>	<b>January 1, 2021</b>
Beauty Advisor/Accessory Sales Rep.**	\$15.75- \$19.25	\$16.00- \$19.50
Specialty Retail Sales Associate/ Duty Free Cashier/ Runner	\$15.00	
Duty Free Fashion Brands Sales Rep.	\$15.00	
Warehouse Associate	\$15.00	
Stock Associate	\$15.00	
Retail Sales Associate	\$15.00	

**\*Minimum rates or cents per hour rates, whichever is greater.**

**\*\*Rates depend on which beauty counter.**

26.1 Living or Minimum Wage.

The parties agree that the wage rates established in this collective bargaining agreement for each year of the contract are intended to establish the maximum rates required to be paid by the Employer. In the event that WDFG, LLC, NA Detroit is required by any federal, state, local, or airport law, regulation, or procedure of any kind, including but not limited to “Minimum Wage” increases, to pay a rate higher than the contractually negotiated rate to any employee (a “mandated increase”), such impacted employees shall receive only the greater of such mandated increase or the contractually agreed upon increase for

the twelve month period commencing on the date the mandated increase takes effect, not both, and such contractually agreed upon increase for that twelve month period shall be null and void. Moreover, to the extent the mandated increase in any year also exceeds the contractually agreed upon wage increases in future years, such wage increases shall also become null and void (e.g., if a Minimum Wage law increases the minimum rate by \$0.50 in Year 1 of the contract, there will be no further wage increases required by the contract until the contractually agreed upon increases would have equaled a total of \$.50 over the life of the contract). Should WDFG Group actually provide a wage increase as agreed to in this offer and be required to pay a higher rate by any federal, state, local, or airport law, regulation, or procedure of any kind, including but not limited to "Minimum Wage", WDFG shall receive credit for the increase given already when adjusting or increasing rates.

## ARTICLE 27 – DURATION

### 27.1 Agreement Duration.

The terms and provisions of this Agreement shall be effective from July 20, 2021 and shall continue in full force and effect through July 19, 2024 and from year to year thereafter, unless either party shall notify the other, in writing, via certified mail, of its desire to modify or terminate this Agreement.

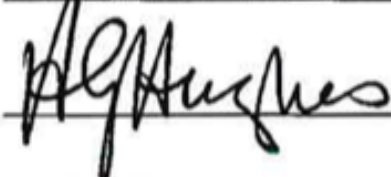
### 27.2 Agreement Modification.

In the event either party desires to modify or terminate this Agreement upon July 19, 2024, or on any subsequent anniversary date thereafter, such party shall, not less than sixty (60) days or more than ninety (90) days prior to said date, serve written notice by certified mail on the other party, giving notice of termination or setting forth the proposed changes and amendments for this Agreement. In the absence of such notice, this Agreement shall remain in full force and effect year to year thereafter.

27.3. Neither the Employer nor the Union shall be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, neither the Employer nor the Union is bound by any past practice of the Employer, or understandings with any labor organizations, unless such past practices or understandings are specifically stated in this Agreement.

In Witness Whereof, the parties have caused their duly authorized representatives indicated below to execute this Agreement on behalf of the parties, on the dates so noted:

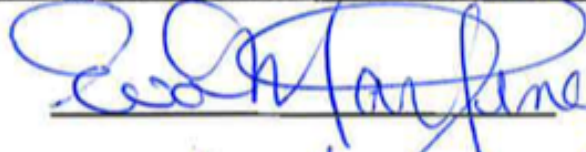
FOR UNITE HERE LOCAL 24:

  
\_\_\_\_\_

4.26.2023

Date

FOR WORLD DUTY FREE GROUP, NA, LLC:

  
\_\_\_\_\_

4/25/2023

Date