

# **AGREEMENT**

## **BETWEEN**

**HBF APU JV, LLC, HBF APU II, LLC,  
DTW North Partners, LLC d/b/a Paradies Lagardère**

**FOR DETROIT METROPOLITAN WAYNE COUNTY  
AIRPORT**

## **AND**

**UNITE**HERE!** LOCAL 24**



**Effective: May 25, 2023 through May 24, 2026**

## TABLE OF CONTENTS

§ 1.	INCLUDED JOBS.	1
§ 2.	EXCLUDED JOBS	1
§ 3.	NO INDIVIDUAL AGREEMENTS	1
§ 4.	LOCAL 24 MEMBERSHIP.	1
§ 5.	CHECKOFF	2
§ 6.	HIRE FROM ANY SOURCE	2
§ 7.	NEW HIRE ORIENTATION	3
§ 8.	MONTHLY REPORTS.	3
§ 9.	POLITICAL ACTION COMMITTEE	3
§ 10.	INDEMNIFICATION.	3
§ 11.	LOCAL 24 STEWARDS.	3
§ 12.	LOCAL 24 REPRESENTATIVES.	4
§ 13.	LOCAL 24 MEETINGS.	4
§ 14.	LOCAL 24 CONVENTIONS.	4
§ 15.	EMPLOYEE RECORDS.	4
§ 16.	NOTIFICATION TO EMPLOYER.	4
§ 17.	SECURITY APPROVAL	4
§ 18.	LOCAL 24 BUTTONS.	4
§ 19.	PARKING.	4
§ 20.	BADGING	4
§ 21.	BULLETIN BOARD.	4
§ 22.	POSITIVE LABOR RELATIONS.	4
§ 23.	NO DISCRIMINATION	5
§ 24.	RESPECT & DIGNITY	5
§ 25.	WORKER'S RIGHTS	5
§ 26.	SENIORITY	5
§ 27.	SHIFT BIDDING AND DAY-OFF PROCEDURE	6
§ 28.	VACATION SCHEDULES	7
§ 29.	VACATION BIDDING	7
§ 30.	POSTING OF SCHEDULES	8
§ 31.	UNIFORMS	8
§ 32.	TRAINING PAY	8
§ 33.	VACANCY, PROMOTION, OR NEW POSITION	8
§ 34.	FULL-TIME, PART-TIME EMPLOYEES	9

§ 35. SPLIT SHIFTS	9
§ 36. SUPERVISORS PERFORMING BARGAINING UNIT WORK.	9
§ 37. PROBATIONARY EMPLOYEE	9
§ 38. DISCIPLINE	9
§ 39. REPRESENTATIVE AT DISCIPLINARY MEETING	10
§ 40. WARNING DISCIPLINARY NOTICES	10
§ 41. LIMITS ON DISCIPLINARY WRITE-UPS	10
§ 42. NOTICE OF LAYOFF	11
§ 43. INVESTIGATORY SUSPENSIONS	11
§ 44. SHOPPERS REPORT	11
§ 45. GRIEVANCE & ARBITRATION PROCEDURE	11
§ 46. OVERTIME	13
§ 47. MEALS & BREAKS	13
§ 48. TIME BETWEEN SCHEDULED SHIFTS	14
§ 49. WAGE RATES AND BENEFIT RATE	14
§ 50. NEW CLASSIFICATION	14
§ 51. CROSS-CLASSIFICATION	14
§ 52. GRATUITIES	14
§ 53. PAY DAYS AND DIRECT DEPOSIT	14
§ 54. PAYCHECK DISCREPANCIES	14
§ 55. REPORTING PAY	15
§ 56. MAINTENANCE OF WAGES	15
§ 57. VACATIONS	15
§ 58. HOLIDAYS	16
§ 59. SICK TIME	16
§ 60. MEDICAL LEAVE	17
§ 61. FAMILY & MEDICAL LEAVE	17
§ 62. UNPAID PERSONAL LEAVES	18
§ 63. UNION LEAVES OF ABSENCE	18
§ 64. LEAVES AND EXTENSION IN WRITING.	18
§ 65. HEALTH AND SAFETY	18
§ 66. MEDICAL ATTENTION	19
§ 67. JURY PAY	19
§ 68. TIPPED EMPLOYEES JURY PAY	19
§ 69. EMPLOYEE NOTIFICATION OF JURY DUTY	19

<b>§ 70. BEREAVEMENT LEAVE</b>	<b>19</b>
<b>§ 71. UNITE HERE HEALTH FUND MEDICAL, DENTAL, OPTICAL, SHORT-TERM DISABILITY</b>	<b>19</b>
<b>§ 72. THE EMPLOYER 401(K) PLAN</b>	<b>20</b>
<b>§ 73. CHANGE OF OWNERSHIP</b>	<b>20</b>
<b>§ 74. BINDING ON SUCCESSORS</b>	<b>20</b>
<b>§ 75. NO STRIKE/NO LOCKOUT</b>	<b>20</b>
<b>§ 76. HEALTH &amp; SAFETY</b>	<b>20</b>
<b>§ 77. TERM OF THE AGREEMENT</b>	<b>21</b>
<b>APPENDIX A – WAGES &amp; JOB DUTIES</b>	<b>22</b>
<b>APPENDIX B - SIDE LETTER “TECHNOLOGY”</b>	<b>23</b>
<b>APPENDIX C – WEINGARTEN NOTICE CARD</b>	<b>24</b>

This Agreement is effective from May 25, 2023, until May 24, 2026. It is between **HBF APU JV, LLC, HBF APU II, LLC, DTW North Partners, LLC d/b/a** Paradies Lagardere at the Detroit Metropolitan Wayne County Airport (the “Employer”) and **UNITE HERE, Local 24, AFL-CIO [Local 24]**.

Total quality means that The Employer and Local 24 are committed to honoring the expertise of those who "do the job" and sincerely wish to develop ways to help them reach their fullest potential. The parties are continuously striving to recognize our employees as our most valuable resource and as people with unique views and important ideas who are capable of contributing considerably more to their work environment. The Employer and Local 24 agree that in order to make a premier, airport food service company, the parties need to provide a more innovative and responsive environment that allows employees equal involvement in a partnership between The Employer and Local 24.

§ 1. **Included Jobs.** The Employer recognizes Local 24 as the sole and exclusive bargaining representative of employees in a unit composed of the classifications referred to in the Schedules of this Agreement.

§ 2. **Excluded Jobs.** Managers, supervisors, accounting and clerical employees, confidential employees, and security employees are excluded from this Agreement.

§ 3. **No Individual Agreements.** The Employer shall not enter into any individual agreements with any individual employee.

§ 4. **Local 24 Membership.** Should there be 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 Local 24 agree that the following language shall govern:

(a) **Good Standing.** The Employer agrees that it is a condition of employment that all employees of The Employer covered by this Agreement who are members of Local 24 in good standing on the date of the execution shall remain members in good standing, and that all employees of The Employer covered by this Agreement who are not members of Local 24 on the date of the execution shall, on the *thirty-first (31st) day* following the effective date of this Agreement, become and remain members in good standing of Local 24.

(b) **New Employees.** All new employees covered by this Agreement shall become and remain members in good standing of Local 24 on the *thirty-first (31st) day* following the day of their employment.

(c) **Failure to Pay Membership Dues.** If any employee fails to pay her/his membership dues, initiation or reinstatement fees in accordance with the foregoing subsections, The Employer agrees, upon written notification by Local 24, to discharge said employee, within *five (5) calendar days* from the date of the receipt of such notification. Local 24 shall send said notice to The Employer by certified mail or email.

(d) **Indemnify and Hold Harmless.** Local 24 shall indemnify and hold harmless The Employer and all of its owners, agents, employees, affiliated companies, successors, and assigns, from all claims, demands, and liabilities, including costs and

attorneys' fees, to which any of them may be subjected by reason of the The Employer's compliance with this Section.

**§ 5. Checkoff.**

(a) **Deduct Monthly Dues.** The Employer agrees to deduct monthly membership dues, initiation/reinstatement or other fees in such sums as are established by Local 24 in accordance with its constitution and by-laws, from the weekly pay of each employee. The amount of the weekly dues deduction shall be determined by the required monthly dues divided by 4.333. No such sums shall be deducted from an employee's wages until the employee has voluntarily signed a card authorizing such deductions. Such assignment shall be irrevocable for a period of *one (1) year*, or the termination of this Agreement, whichever occurs first.

(b) **Notice of Revocation.** If notice of revocation is not given prior to the end of such period, the authorization shall be automatically renewed for successive periods of *one (1) year*, with the same privilege of revocation at the end of each such period. The money so authorized shall be deducted from the employee's paycheck each week and remitted to Local 24. Such remittance shall be made on forms supplied by Local 24, setting forth the names, addresses, job classifications, starting date of new employees, and social security number of employees. Upon completion of *thirty (30) calendar days* of employment, The Employer agrees to add the names of all newly-hired employees to such check-off. The Employer agrees to remit the weekly dues for such employees upon the signing of authorization cards by them.

(c) **The Employer Deduct Dues.** The Employer will deduct from the pay of each employee who has signed an authorization and assignment form, dues, other service fees, initiation, and/or reinstatement fees established by Local 24 in accordance with its constitution and by-laws. Deductions shall be made from the weekly paycheck of each employee and transmitted to Local 24 by the *fifteenth (15th) day* of each month, with a report showing the amount of deduction for each employee. Additionally, The Employer shall provide Local 24 with a monthly electronic report showing the name, address, telephone number, social security number, job classification, and date of hire for all bargaining unit employees and which Unit/Restaurant in which each employee works.

**§ 6. Hire From Any Source.** The Employer recognizes the source of competent employment available to it from Local 24. If new or additional employees are required, The Employer shall immediately notify Local 24 by email, and Local 24 shall have *forty-eight (48) hours* from the time of the email (exclusive of intervening Saturdays, Sundays, and holidays) within which to refer individuals for employment.

(a) If, within the said *forty-eight (48) hour* period, Local 24 fails to recommend employees satisfactory to The Employer, then, upon the expiration of the *forty-eight (48) hours*, The Employer may seek new or additional employees from any other source.

(b) Selection of applicants for referral to The Employer by Local 24 shall be on a non-discriminatory basis, regardless of state, federal, or local law, and shall not be based on, or in any way affected by, Local 24 membership or by Local 24's constitution, by-laws, rules or regulations.

(c) Nothing shall deny Local 24 the right to select applicants for referral to The Employer on the basis of experience in the industry, qualifications, skills, or The Employer reference.

(d) However, any person employed in a job classification covered by this Agreement shall be advised at the time of hire that The Employer is operating under a Local 24 Contract.

(e) Local 24 agrees to accept such persons for membership upon terms and qualifications not more burdensome than those applicable at such time to other applicants of Local 24.

**§ 7. New Hire Orientation.** *One (1) Shop Steward* shall be able to meet new bargaining unit employees at The Employer's new hire orientation for up to *one-half (1/2) hour*, not including "travel time," at The Employer's expense. The Employer shall notify Local 24 of all new hire orientation sessions not less than *forty-eight (48) hours* in advance of the meeting. A Local 24 Representative (not employed by The Employer) can meet new bargaining unit employees in the event that a Shop Steward is not able to be present.

**§ 8. Monthly Reports.** The Employer agrees to provide Local 24 with a monthly seniority list. The list shall be password protected and include each employee's social security number, full name, phone number, rate of pay, **The Employer** date of hire, classification date of hire, and the unit in which each employee works. The information shall be provided in a computer format.

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

**§ 10. Indemnification.** Local 24 shall indemnify, defend, and hold harmless The Employer against any and all claims, demands, suit attorney fees, or other terms of liability that shall arise out of or by reason of action taken by The Employer in reliance upon payroll deduction authorization cards submitted to The Employer.

**§ 11. Local 24 Stewards.** Stewards shall be allowed reasonable time off from work, without loss of pay, in handling and adjusting grievances on the premises of The Employer. Such time shall be taken only when the matter cannot be handled during non-working time and shall not interfere with any of The Employer's operations. Stewards shall be allowed to handle and adjust grievances on The Employer's premises during the stewards' non-working hours. Any steward

handling or adjusting a grievance during working hours shall first notify her/his supervisor. The Employer agrees that there will be no discrimination against any employee because she/he is carrying out the duties of shop steward.

**§ 12. Local 24 Representatives.** Authorized representatives of Local 24 shall be permitted to visit The Employer's premises at reasonable times and locations to conduct union business. Representatives of Local 24 shall not interfere with The Employer's operations or the duties of employees during scheduled work hours.

**§ 13. Local 24 Meetings.** Local 24 officers, stewards, and bargaining unit employees shall be excused to attend Local 24 meetings, without pay, after reasonable notice to The Employer.

**§ 14. Local 24 Conventions.** Duly elected delegates to Local 24 conventions or assemblies shall be excused from work, without pay, for the purpose of attending such conventions or assemblies without any loss of rights or privileges after reasonable notice to The Employer. Time off for local conventions shall not exceed seven (7) calendar days, and time off for International conventions shall not exceed fifteen (15) business days.

**§ 15. Employee Records.** Upon written request by Local 24, The Employer will, with reasonable promptness, provide or make available to Local 24 relevant payroll and personnel records of employees within the bargaining unit to enable Local 24 to administer this Agreement. The Employer reserves the right to object to any such request, pursuant to the provisions of the National Labor Relations Act.

**§ 16. Notification to Employer.** Local 24 shall notify The Employer in writing of its current authorized union representative and union stewards.

**§ 17. Security Approval.** The Employer agrees to issue badges to employees.

**§ 18. Local 24 Buttons.** While on the job employees may wear Local 24 buttons, so long as the wearing of such buttons does not obscure or interfere with the employees' uniform. Such buttons may not exceed one and one-half (1-1/2) inch in diameter and shall not contain offensive language.

**§ 19. Parking.** The Employer shall pay the full cost of parking for the The Employer employee parking lot.

**§ 20. Badging.** The Employer shall continue to pay for the full cost of badging during the term of this Agreement.

**§ 21. Bulletin Board.** The Employer will furnish for Local 24 appropriate bulletin boards for Local 24's postings of notices, elections, Local 24 meetings, Local 24 reports, and other new union-business related information for the bargaining unit.

**§ 22. Positive Labor Relations.** A Labor-Management Committee comprised of bargaining unit representatives and management representatives will meet monthly to discuss issues of health and safety, operational issues, and any general Labor-Management Relations issues as they arise. This committee is intended to foster a spirit of cooperation and problem-solving



regarding workplace issues and concerns. Both the Employer and the Union shall give good faith consideration to the views expressed in the meetings. Labor-Management meetings will be held more frequently by the request of the Employer or the Union. Any agreement arising from those meetings shall be memorialized and signed by both parties within one week of the meeting.

**§ 23. No Discrimination.** The Employer agrees not to discriminate against, or discharge, any Local 24 member because of her/his Local 24 membership or for any other protected group status, and sexual orientation, or gender identity.

**§ 24. Respect & Dignity.** The Employer and Local 24 agree that each employee and supervisory representative of The Employer shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of Local 24, or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

**§ 25. Worker's Rights.** To the extent consistent with applicable law, no employee covered by this agreement who has successfully completed her/his probationary period shall suffer any loss of seniority due to any changes in the employee's social security number, provided that the employee's new social security number is valid, and the employee is authorized to work in the United States at and/or for The Employer. Nothing in § 25 shall limit The Employer's ability to comply with IRCA, Homeland Security, TSA, or other government or airport directives, rules or regulations. If an employee who has completed at least one (1) year of service is terminated due to a lack of proper work authorization, the employee shall be reinstated as soon as practicable to a vacancy in her/his former classification without a loss in seniority upon the employee's providing proper work authorization within six (6) months of the date of termination. Employees with two (2) or more years of service shall be permitted one (1) year from the date of termination to provide proper work authorization under the foregoing terms.

**§ 26. Seniority.**

(a) **Seniority Preference.** The Employer and Local 24 agree that the purpose of seniority is to accord consideration for senior employees in recognition of their length of service. Seniority is further intended to provide maximum work opportunities to senior employees.

(b) **Definition.** The Employer Seniority shall mean continuous length of service within The Employer.

**Layoff and Recalls:**

In layoffs or reductions, seniority shall determine the order of layoff. When the working force is again increased, employees on layoff shall be recalled in reverse order of their layoff.

When an employee is notified in writing, at the time of layoff he/she is to report back to work, he/she will report back at such time without further notice. When an employee is not notified at the layoff time when he/she is to report back to work, he/she shall be given three (3) days' advance notice (from delivery or attempted delivery of notice) of when to report back to work. Employer will deliver this notice via email and text message, using the information on file provided by each employee.

Loss of Seniority: Seniority rights shall terminate if an employee:

- (a) Quits or retires;
- (b) Is discharged for just cause;
- (c) Fails to promptly return to work after being recalled from Layoff or from an approved leave of absence;
- (d) Is absent for three (3) consecutive days without notice to Employer, except in any event where an employee is unable to give such notice for a reason acceptable to The Employer.
- (e) Is laid off for a period equal to his/her seniority or two (2) years, whichever is lesser period of time.

**(c) Same Date Seniority.**

- If employees share the same seniority date The Employer will use the following steps to determine seniority:
  - 1. Orientation Date;
  - 2. Application Date;
  - 3. If Steps one and two are the same, The Employer will conduct a lottery.
- Employees will be placed on an appropriate seniority list upon satisfactory completion of their probationary periods with The Employer.

**(d) Seniority Rights.** The Employer will recognize seniority, subject to employee qualification and the procedures outlined below for the following employment action:

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

**§ 27. Shift Bidding and Day-Off Procedure.**

**(a) Bid Per Year.** Work schedules setting forth available days, shifts, and days off will be bid at least twice per year. Bidding shall be by seniority within brand job classification. For purposes of bidding, job classifications shall be deemed separate individual classifications. Employees who bid into a new brand/concept must successfully complete any required brand/concept training. After schedules are bid, The Employer may change starting and quitting times by an hour or less without rebidding, provided there is no reduction in shift hours.

**(b) The Employer-Wide Bidding.** The Employer-Wide Bidding shall occur

once per year, at reasonable intervals. Also, The Employer-Wide Bidding shall occur within classification when there is a shut-down, construction build-out, reduction in force, new opening, loss of lease, or other similar occurrence.

(c) **Emergency Bid Procedure.** If the situation is beyond The Employer's control and poses an immediate impact 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's meeting with Local 24 *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 Meeting process in this Agreement. 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 *seventy-two (72) hours* after the shift bidding process is completed.

(d) **Job Posting Procedure.** When there is an available job within a brand the following procedure shall be followed:

- First, the job shall be posted within the brand;
- Second, if someone within the brand job classification bids for and obtains the job (and a vacancy is created) then the shift within the brand that is vacated will be posted and open to inter-brand bidding within classifications;
- Third, if no one within the brand job classification applies and is qualified for the vacancy, then the job shall be posted and open to inter-brand bidding within classification; and,
- Fourth, total postings shall be for *five (5) days*.

Employees must work the complete shift that they bid until the next scheduled shift bid.

(e) When bidding shifts, Servers and Bartenders shall continue the practice of picking their schedule by choosing each shift individually ("cherry picking") and shall not be required to choose "block" schedules.

**§ 28. Vacation Schedules.** Vacations shall be scheduled on a year-round basis according to the preference of the employee, according to seniority by brand job classification and department, consistent with the requirements of continuous and proper operations as set by The Employer's brands.

**§ 29. Vacation Bidding.** Vacation schedules shall be posted *two (2) weeks* before the commencement of the vacation bid. The first bidding day will be in the first week of February. Bidders shall be called in order of their seniority. The bid will be run with bids made in *fifteen (15) minute* intervals. The bid will be overseen by Local 24 and The Employer. If an employee cannot be present at their designated bid time because the employee is out of town on vacation, has a verifiable emergency, or there are other circumstances beyond the employee's control that prevent the employee from being present, the employee may send a Local 24 representative to bid by signed proxy. The employee must notify management of their proxy voter. If the employee

cannot be present at their designated bid time because the employee is working at that time, and her/his proxy also cannot be present for any reason, The Employer will call the employee. The following day, The Employer and Local 24 will meet to review the vacation schedule, if necessary. Vacation requests of *three (3) days* or less requires *two (2) weeks* notice via form supplied by management. Vacation requests shall be approved or not approved within *seven (7) days* of receipt of the form.

**§ 30. Posting of Schedules.** The Employer shall post schedules for the following week beginning on Saturday at 11:59 p.m. The schedules will contain starting and ending times in each unit.

**§ 31. Uniforms.** The Employer shall provide three (3) uniforms and shall replace them due to normal wear and tear upon surrender of the old uniforms. If the employee does not have the uniform to surrender for replacement the employee will be responsible for the cost of the replacement uniform.

**§ 32. Training Pay.** A non-tipped employee who is training another employee shall receive *one dollar (\$1.00) per hour* in addition to her/his hourly rate of pay for the hours spent training the new employee. A tipped employee who is training another employee shall receive *two dollars (\$2.00) per hour* in addition to her/his hourly rate of pay for the hours spent training the new employee. This does not apply to employees who are classified as “Leads.”

**§ 33. Vacancy, Promotion, or New Position.**

(a) **New Classification.** When a new classification is created, the classification will 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) **Vacancy.** Whenever a vacancy or promotion occurs, excluding those created by leaves of absence or vacations, it shall be made known to all employees in order to sign up to fill 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. **Local 24** shall be notified of the successful candidate. Upon transfer to the new brand/concept the employee shall work that schedule until the next scheduled shift bid.

(c) **No Bid for Six (6) Months.** Such roster shall be open for additional names all year. A successful bidder shall not be allowed to bid on another position for *six (6) months*.

(d) **No Loss of Seniority.** If The Employer or an 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 her/his former position without loss of seniority.

**§ 34. Full-Time, Part-Time Employees.**

(a) **Full-Time Employee.** A full-time employee is defined as an employee who works and/or is paid for an average of at least *thirty (30) hours* per week. The average number of weekly hours shall be measured each calendar quarter. An employee shall not lose full-time status unless the employee fails to meet this *thirty (30) hour* definition for *two (2) consecutive calendar quarters*. The Employer shall advise an employee in writing when she/he fails any quarterly test and further advise the employee of the employee's change of status if she/he fails a second consecutive quarterly test. When business permits, management will maximize each full-time employee's hours up to *forty (40) hours* within *five (5) days* of work each week.

(b) **Part-Time Employee.** A part-time employee is defined as any regular employee who does not meet the full-time definition. To be reclassified as full-time, a part-time employee must pass the above-described quarterly full-time test for *two (2) consecutive calendar quarters* and request a change of status.

**§ 35. Split Shifts.** There shall be no split shifts, unless specifically requested by an employee.

**§ 36. Supervisors Performing Bargaining Unit Work.** Managers, supervisors, and non-bargaining unit employees shall not perform the work of bargaining unit employees, except to cover breaks and absenteeism, rush periods, reasonable training periods, and emergency situations, provided that The Employer has made a reasonable effort under the circumstances to find a readily available qualified bargaining unit employee to perform the work. "Leads" covered by this Agreement may direct the work of employees and perform other duties as assigned by The Employer.

**§ 37. Probationary Employee.** For the first sixty (60) calendar days of employment, employees shall be probationary and may be dismissed or disciplined within such sixty (60) day probationary period. The probationary period may be extended an additional thirty (30) days. The Employer must send email notification to Local 24 with an explanation of an extended probationary period.

**§ 38. Discipline.**

(a) **Right to Discipline.** The Employer shall have the right to discipline and to discharge any employee for just cause. The Employer recognizes the theory of corrective, progressive discipline.

(b) **Just Causes for Discharge.** Among the just causes for immediate discharge of any employee are the following:

- Stealing;
- Possession of, using, or being under the influence of intoxicating liquors, drugs, or narcotics while at work;
- Willful damage of property or taking or unauthorized use of The Employer or customer property without permission;

- Absence for *three (3) consecutive working days* without contacting the supervisor;
- Unsatisfactory references during the probationary period;
- Falsifying employment application, timecards, timesheets, or other official documents required to be completed in the normal course of employment;
- Final conviction of a felony or sentence to a penal institution for any law violations involving moral turpitude;
- Possession of firearms, ammunitions, explosives, or other lethal weapons or contraband while at work;
- Initiating a fight on the premises;
- Gross insubordination, gross insolence, or gross lack of courtesy directed at or to supervisors, managers, guests, or patrons;
- Violating the no strike provision of this Agreement;
- Violating safety rules, such as misusing or removal of safety equipment on power-driven machinery; or intentionally failing to report an injury as required by Federal or Michigan Job Safety & Health Laws within *twenty-four (24) hours* of the occurrence;
- Gambling, bookmaking, registering bets, or similar activity while at work; and,
- It is agreed that the above list is not all-inclusive.

**§ 39. Representative at Disciplinary Meeting.** An employee shall be permitted to have a Shop Steward or Local 24 Representative at any meeting with The Employer or its agent, in which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis, or which may result in the discharge, suspension or other disciplinary action, with respect to the employee. If the employee indicates that she/he wishes a steward to be present, and one is not available, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If no such bargaining unit person is chosen by the employee, the disciplinary meeting shall be temporarily postponed until a Shop Steward or Local 24 representative is available. If the employee indicates that she/he does not wish to participate in the meeting without the presence of a Shop Steward or Local 24 representative, the employee shall not be required to do so, and The Employer shall take no adverse action against the employee for her/his refusal. In the meantime, depending upon the seriousness of the offense, The Employer may suspend the employee pending investigation. The Employer agrees to reproduce in this CBA the Weingarten Notice Card Local 24 provides to its members.

**§ 40. Warning Disciplinary Notices.** The Employer shall confront an employee alleged to have engaged in conduct warranting discipline or discharge within seven (7) calendar days of management's learning of the alleged infraction(s), except for shoppers' reports which will be fourteen (14) calendar days from the date of the infraction.

**§ 41. Limits on Disciplinary Write-Ups.** A copy of the disciplinary notices (or discharge notice), reflecting both the level of progressive discipline and the policy/rule violated by the

employee, shall be issued to the employee at the time of the disciplinary meeting, and the employee shall acknowledge receipt. Disciplinary notices shall not be considered after *twelve (12) months*.

**§ 42. Notice of Layoff.** If a full-time or part-time employee is laid off due to lack of work for a period of *fourteen (14) or more calendar days*, The Employer shall notify the employee at least *three (3) calendar days* prior to the effective date of the layoff. In the absence of such notice, The Employer shall pay the employee *three (3) days' pay*.

**§ 43. Investigatory Suspensions.** Where it is appropriate, terminations may be preceded by a non-disciplinary suspension, not to exceed *seven (7) calendar days* in length unless the parties agree to a longer period, pending investigation of the allegations which may lead to discharge.

**§ 44. Shoppers Report.** Local 24 recognizes that The Employer and the Airport employ shopping investigators or “shoppers” in their operations. Local 24 and The Employer agree that with respect to shoppers:

- Employees shall be informed during their training of the Airport and The Employer’s use of shoppers.
- The Employer’s shoppers shall provide factual reports of their observations of customer service situations and cash handling transactions. The Employer’s shoppers shall not use methods which would intimidate or confuse employees. The Employer shall not employ shopping services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports.
- Employees and Local 24 will, on request, be shown copies of any shopper reports which are retained in the employee’s personnel file.

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

**§ 45. Grievance & Arbitration Procedure.**

(a) **Definition:** For purposes of this Agreement, a grievance is a dispute or difference of opinion between the Local 24 and The Employer involving the meaning/interpretation, application to employees covered by this Agreement, or alleged violation of any provision of this Agreement.

(b) **Know What We Know.** The Employer and the Local 24 shall make available to each other relevant information, evidence and witnesses pertaining to the grievance. Any information, evidence or witness identification intentionally withheld between the Local 24 and the The Employer cannot be used at the Grievance Mediation or at the Arbitration step. This subsection may be waived by mutual agreement of the Local 24 and the The Employer.

(c) **Step One (1).** Any employee having a grievance or Local 24 acting on behalf of an employee or a group of employees having a grievance shall discuss the grievance with the appropriate unit manager within *fourteen (14) calendar days* after first knowledge of the grievance. 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 (1)*, but the employee may have a steward present at such meeting.

(d) **Step Two (2).** If a settlement of the grievance is not reached within *fourteen (14) calendar days* following notification to appropriate unit manager in *Step One (1)*, the grievance shall be reduced to writing and presented to the human resources manager within *fourteen (14) days* after the completion of *Step One (1)*. The written grievance shall be signed by the grieving employee(s) or on their behalf by Local 24 and shall set forth the specific nature of the grievance, the specific sections of this Agreement allegedly violated, and the adjustment sought. The human resources manager shall meet with Local 24 steward or representative within *fourteen (14) calendar days* after the grievance is referred to him in an effort to resolve the grievance. The human resources manager shall render her/his written decision within *fourteen (14) days* after the date of said meeting. A copy of his decision shall be furnished to the grievant and Local 24.

(e) **Step Three (3).** If no satisfactory adjustment is reached at *Step Two (2)*, then the moving party may request, within *fourteen (14) calendar days* after the decision rendered in *Step Two (2)*, a meeting between the human resources manager and Local 24. Such request shall be in writing. Representatives designated each by Local 24 and the human resources manager shall meet promptly to attempt a final adjustment of the dispute. If the parties reach such adjustment, it shall be reduced to a final and binding written adjustment within *fourteen (14) days* from the conference. Such submissions shall be made to the Federal Mediation & Conciliation Service (FMCS).

(f) **Mediation.** If no agreement is reached at *Step Three (3)*, both parties shall agree to mediate the grievance case in an effort to resolve the dispute before going to arbitration. The Employer and Local 24 shall give good faith consideration to the finding of the Mediator. The Mediator shall be requested from the Federal Mediation and Conciliation Service at no cost to each party.

(g) **Step Four (4).** The arbitrator shall be selected from a list of *five (5)* arbitrators from the Detroit area to be supplied by the FMCS. Representatives of the parties shall attempt to agree on one name within *fourteen (14) calendar days*. If no name can be agreed to, then each party shall alternately strike *one (1)* name from the list within *fourteen (14) calendar days*. The right of first strike to be determined by lot draw. The surviving name shall be that of the arbitrator. The arbitration shall be conducted under the voluntary labor arbitration rules of the FMCS. Witnesses called by either advocate at such hearing shall be paid for time absent from work by the calling party. The parties shall bear equally the arbitrator's fee and expenses.



(h) **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, 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 (30) calendar days* after the hearing.

(i) **Termination Cases.** 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 *twenty-four (24) hours* of the conclusion of the hearing.

(j) **Sole Remedy Available.** The sole remedy available to any employee for any alleged breach of this Agreement shall be pursuant to the grievance procedure. However, nothing shall prevent an employee from electing to pursue a legal or statutory remedy. Such election, if any, will bar any further or subsequent proceeding for economic or monetary relief under the Grievance & Arbitration Procedure

#### § 46. **Overtime.**

(a) **Definition.** Time and one-half shall be paid for all hours worked in excess of *forty (40) hours* within The Employer's standard workweek. The work week shall begin on *Tuesday at 12:00 a.m.* and end on *Monday at 11:59 p.m.* Time and one-half shall be paid for all hours worked on the sixth consecutive day of work within the standard workweek, regardless of whether the employee has worked *forty (40) hours* during the first consecutive *five (5) days*. There shall be no pyramiding of overtime.

(b) **Assignment.** Employees shall work overtime only when requested to do so by their supervisors. When overtime is needed within a specific job classification in a department, it shall be offered to employees by seniority. In the event sufficient employees do not volunteer for the overtime required, employees in inverse order of seniority shall be required to work the overtime. Employees who give advance written notice to their department head of on-going outside commitments or responsibilities shall not be offered or required to work overtime that may conflict.

(c) **Two (2) Hours' Notice.** In general, employees will be given at least *two (2) hours'* notice of any extension of quitting time in any given day. Where such notice cannot be given, the maximum possible advance notice will be given.

(d) **Ten (10) Hours' Per Shift.** No employee will be required to work more than *ten (10) hours* per shift, except where the overtime is due to unforeseen circumstances, bad weather or other conditions beyond The Employer's control.

§ 47. **Meals & Breaks.** Employees shall receive a *fifteen (15) minute paid break* period for every *four (4) hours* worked. Employees working *six (6) or more hours* shall be assigned by The Employer a *thirty (30) minute* unpaid lunch break at a time that works for the business and

consistent with applicable law.

The Employer shall provide free meals and drinks for each employee for every workday.

**§ 48. Time Between Scheduled Shifts.** No employee shall be scheduled by The Employer for a shift without being afforded a period of *eight (8) hours* or more rest after the completion of the previous regularly scheduled shift, unless such employee volunteer or there is a business necessity due to an emergency or other employees do not show up for work.

**§ 49. Wage Rates and Benefit Rate.** Employee will be paid at least the minimum wage rates and/or any applicable increases as set forth in the attached Appendix A. Such pay may be retroactive as well as prospective to the extent indicated in the attached Appendix A and in §77 of this Agreement.

Employees in tipped classifications (e.g., Servers and Bartenders) shall be compensated for any paid time off (i.e. vacation, holiday, and sick days; personal time; mandatory meeting times; bereavement time; and jury pay (less payment by the court)) at the “Benefit Rate” of \$18.00 per hour throughout the term of the contract.

**§ 50. New Classification.** The Employer may establish new classifications with different duties than are covered by existing classifications. The Employer must bargain with Local 24 to establish a reasonable wage rate for same. If The Employer and Local 24 are unable to agree on a reasonable wage rate within *fourteen (14) calendar days* of The Employer's establishment of the new classification, then The Employer may designate a reasonable wage rate in its sole discretion. Local 24 may grieve this issue thereafter if it so chooses providing it does so within *fourteen (14) calendar days* of The Employer providing Local 24 with written notification of same, or else such grievance is waived for all purposes.

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

**§ 52. Gratuities.** Non-bargaining unit personnel shall not be permitted to accept gratuities intended for bargaining unit members.

**§ 53. Pay Days and Direct Deposit.** The Employer employees shall be paid consistent with the current The Employer practice. Employees will be paid weekly. Upon request, The Employer shall conduct a tutorial meeting about payroll issues for interested employees. Along with every paycheck, employees will be provided with a printed report showing the balance of all earned benefits, e.g., vacation, sick time, holidays.

**§ 54. Paycheck Discrepancies.** Any payroll error of fifty dollars (\$50.00) or more shall be corrected within three (3) business days. A pay card shall be issued to the employee for the discrepancy, if the error cannot be corrected through the regular payroll system.

- It is the responsibility of every employee to clock in and out for each shift including breaks. Employees who fail to clock in and out will not be issued a manual check for time missed in the given payroll period. In these cases, once the discrepancy has been reported to the Human Resources department, the pay adjustment shall be made in the following payroll period.

**§ 55. Reporting Pay.** Employees properly reporting for work on any day shall be paid the greater of *four (4) hours* or the actual hours worked for that day's shift, even though The Employer sends such employee home due to shortage of work. This provision shall not apply in any case of extreme emergency, such as fire, tornado, flood, hurricane, riot, or acts of God.

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

**§ 57. Vacations.** The Employer agrees to eliminate the "look back" practice. All earned vacation time shall be deposited into each employee's PTO bank on his/her anniversary hire date.

<u>Years of Service</u>	<u>Vacation Time Awarded</u>
0-1 year	0
After 1 through 2 years	1 week
After 2 through 5 years	2 weeks
After 5 through 10 years	3 weeks
After 10 years	4 weeks

(a) A week's vacation pay shall be calculated by determining the average number of total hours worked by the employee per week during the preceding 52 weeks, capped at 40 hours. For tipped employees, the resulting number of hours will be multiplied by the contractual benefit rate in effect at the time vacation is utilized or paid. For non-tipped employees, the same procedure will be utilized with the resulting number of hours being multiplied by the employee's wage rate at the time vacation is utilized or paid. FMLA shall not be counted and will not affect the average number of hours worked. Time paid shall be considered time worked.

(b) Vacation time may be used in increments of one day or more. Appropriate vacation pay proration will be implemented for the vacation time utilized.

(c) After 3 years of continuous service an employee who voluntarily leaves employment after giving one week notice or is laid off for a period of more than three (3) weeks shall be entitled to be paid for unused vacation at the rate established above. There will be no vacation payout to employees who are terminated for cause or seek a voluntary layoff.

(d) If an employee is prohibited from using any portion of their vacation because of The Employer's unanticipated need to require the employee's services, the employee shall be paid for any vacation they could not utilized during the year it was available.

(e) Schedules shall not be altered with the intention to inhibit the accumulation or use of vacation time.

**§ 58. Holidays.**

**Holidays**

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

(a) All employees shall be paid twice their hourly rate (double time) for all hours worked on any of the above listed Holidays.

(b) Eligible full-time employees not working the Holiday shall be paid holiday pay according to the following procedure:

1. Normally scheduled number of hours shall be used to determine Holiday pay.
2. Non-tipped employees shall be paid at their straight time rate while tipped employees shall be paid at the Benefit rate.

(c) Holiday pay for holidays not worked will not be paid unless the full-time employee works their last scheduled day before the Holiday and the first scheduled day following the Holiday unless otherwise permitted by the employee's supervisor.

(d) Holidays occurring during an employee's vacation shall be paid as Holiday pay in lieu of vacation.

(e) A no-call no-show on a scheduled Holiday forfeits Holiday Pay.

(f) Schedules shall not be altered with the intention to inhibit the amount of Holiday benefit.

**§ 59. Sick Time.** Beginning on their date of hire and on each annual anniversary date, each full-time employee shall be credited with paid sick leave days per the following schedule:

Years of Service	Paid Sick Time
0 through 4 years	5 days
5 years or more	7 days

(a) Sick leave may be used to attend to an ill member of the employee's immediate family.

(b) The contract benefit rate shall apply to tipped employees. For non-tipped employees, the employee's wage rate at the time sick leave is used shall apply.

(c) Sick leave days shall be used in increments of one day or more.

(d) A medical care provider's note may be required when an employee is absent for more than *three (3) consecutive days* or in instances where The Employer has reasonable cause to suspect abuse.

(e) The employee's normally scheduled number of hours per the procedure in Section 58(b) shall be the basis for establishing the amount of sick leave pay.

(f) After completing two years of service, full-time employees shall be eligible to use sick leave days as personal time provided the employee gives *three (3) days'* notice to their supervisors.

**§ 60. Medical Leave.** Medical leaves of absence without pay for reasonable periods of time, not to exceed *twelve (12) months* or length of seniority, whichever is shorter, shall be granted by The Employer to employees for reasons of *bona fide* illness, including maternity leave. Requests for medical leaves of absence shall, on the request of The Employer, be 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 her/his job, except in cases of extreme emergency, when a certificate shall be provided within a reasonable period of time. Upon the expiration of the leave, the employee shall furnish The Employer with a statement signed by a physician establishing the fitness of the employee to return to her/his job. The Employer reserves the right to have the employee examined by The Employer's designated physician at no cost to the employee. If the physicians do not agree, then The Employer may designate a third physician to further examine the employee to resolve any disagreement that might exist.

**§ 61. Family & Medical Leave.** It is understood and agreed that, to the extent other portions of this Agreement provide greater or better benefits than the Family and Medical Leave Act ("FMLA"), the Agreement will prevail. In addition to the leaves of absence provided for under this Agreement, and subject to the eligibility and other provisions of the FMLA, employees shall be entitled to unpaid leaves of absence up to a maximum of *twelve (12) work weeks* during any rolling *twelve (12) month period*, under the provisions of the FMLA for the following reasons:

- The birth or placement in the employee's home of an adopted or foster child.
- To care for an immediate family member (spouse, child, or parent (excluding in-laws)), with a serious medical condition.
- To take medical leave when the employee is unable to work because of a serious medical condition.

(a) **Spouse Leave.** Spouses employed by The Employer are jointly entitled to a combined total of *twelve (12) workweeks* of family leave for the reasons and under the conditions outlined in the FMLA.

(b) **Accrued Paid Time Off Use.** Subject to other conditions in this Agreement, employees may choose, or The Employer may require the employee to use accrued paid leave (personal days) to cover some or all of the otherwise unpaid FMLA leave. The use of vacation paid time off shall be optional for the employee.

(c) **FMLA.** Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

(d) **Insurance Coverage on FMLA.** The Employer is required to maintain group health insurance coverage for an employee on FMLA leave, up to the *twelve (12) work week* period, whenever such insurance was provided before the leave was taken, and on the same terms as if the employee had continued to work.

(e) **FMLA Form.** The Human Resources Department will give to all eligible employees granted leaves of absence under the FMLA a form outlining in detail the provisions of such Act, and the employee shall sign a copy of such form acknowledging its receipt.

(f) **FMLA & Seniority.** Local 24 reserves the right to grieve whenever the granting of a leave under the FMLA may result in a violation of seniority rights or other contract violations.

**§ 62. Unpaid Personal Leaves.** Leaves of absence without pay or benefits, not to exceed *two (2) months* in any *one (1) year* period, may be granted to non-probationary employees by mutual agreement between The Employer and the employee for other reasons.

**§ 63. Union Leaves of Absence.** The Employer shall permit full leaves of absence for up to *six (6) months* during any rolling *twelve (12) month* period for up to *six (6)* employees at any *one (1)* time to accept full-time employment with Local 24, provided it does not interfere with the efficient operation of the business. The Employer and Local 24 may mutually agree on alternative arrangements, including the number of employees and timing of Local 24 leaves of absence. While an employee on a Local 24 leave of absence shall not lose seniority, no employee shall accrue or be entitled to any The Employer benefits or compensation during the term of such a leave. Intermittent leaves of absence of *two (2) weeks* or less shall be granted for up to *ten (10)* employees over the course of the year.

Upon completion of service with Local 24, the employee shall be returned to her/his former classification at the employee's previous rate of pay, including any contractual increase.

**§ 64. Leaves and Extension in Writing.** All leaves of absence and extensions of leaves of absence must be in writing, signed by The Employer, and a copy sent to Local 24 and a copy to the employee.

**§ 65. Health and Safety.** The Employer will make reasonable provisions for the safety and health of its employees during the hours of their employment. Employees and The Employer will comply with all safety, health, and sanitation rules. Concerns regarding the health and safety of the employees will be promptly discussed, investigated, and researched.

**§ 66. Medical Attention.** When an accident occurs on the job requiring medical attention for an employee at a clinic or hospital, the employee will first, if possible, notify the supervisor of the employee's department and injury, and then seek medical treatment for the injury from the clinic or hospital being utilized by The Employer. If necessary, The Employer will provide transportation for the employee to and from the clinic or hospital. The employee will be paid for the time spent at the clinic or hospital, to the extent that such time so spent by the employee is during her/his regular working hours, up to a balance of the shift on the day of the accident. Managers or supervisors shall not discourage or intimidate injured employees from seeking clinical help.

**§ 67. Jury Pay.** Any 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, to a maximum of *thirty (30) days*, if the employee otherwise would have been scheduled to work for The Employer and is not able to work. For an employee who works a shift that bridges *two (2) work days*, the employee shall choose whether to work the shift before or after reporting on a day of jury duty, provided the employee gives The Employer as much notice as practicable. Jury duty pay shall be the amount equal to the difference between:

(a) The employee's regular straight time hourly rate for the number of hours, up to *eight (8) hours*, that she/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 an employee is dismissed from jury duty, she/he shall report for work to The Employer during the balance of her/his regular work shift.

**§ 68. Tipped Employees Jury Pay.** Tipped employees' jury duty pay shall be computed in the same manner as vacation pay, less the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses).

**§ 69. Employee Notification of Jury Duty.** In order to receive payment under this Article, an employee must give The Employer prior notice that she/he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

**§ 70. Bereavement Leave.** If death occurs in an employee's immediate family (father, mother, sister, brother, son, daughter, current spouse, domestic partner, grandparent, parent of current spouse, a non-relative under employee's care or roommate), a bereavement leave of *three (3) days* with pay will be granted to full-time employees. If the employee must travel more than *two hundred (200) miles* from DTW to attend the funeral (round trip of 400 miles or more), *two (2) additional days* of unpaid bereavement day will be granted. A tipped employee's bereavement pay will be paid in the same manner as vacation, sick, personal days, and holidays. Documentation in the form of Obituary, Funeral Notice or Newspaper Clipping will be presented within *twenty-four (24) hours* upon return to work.

**§ 71. UNITE HERE Health Fund Medical, Dental, Optical, Short-Term Disability.** 80% employer contribution in 2024 and 80% contribution in 2025 and 2026 (remaining percentages paid by employee). These are employee-only coverage contributions; there are no employer contributions for dependent coverage.

**Dental Coverage.**

Choice between Dental PPO/Dental HMO at 50% employer paid coverage for employee-only coverage rate (remainder can be paid for dependents by employee).

**Vision.**

Employer shall contribute 50% for Vision Plus (VSP) employee-only coverage (remainder can be paid for dependents by employee).

**Short-Term Disability** (100% paid by Employer).

- Benefit Level at \$300 per week
- Employer cost \$14.74 per month

**Life Insurance Coverage** (Must be paid at 100% by Employer).

\$3.80 per month:

- \$20,000 of Life Insurance
- \$20,000 of AD&D

**§ 72. The Employer 401(k) Plan.** If The Employer adopts a 401(k) plan, it shall be offered to bargaining unit employees.

**§ 73. Change of Ownership.** If The Employer sells or assigns its business, or if there is a change in the form of ownership, The Employer shall notify Local 24 as soon as practical in writing and shall make all payments which are then due or which shall be due as of the date of transfer of the business for wages, vacation, and/or health and welfare for employees.

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

**§ 75. No Strike/No Lockout.** Local 24 agrees that it will not engage in any strikes, sympathy strikes, stoppages of work, slowdowns, boycotts, refusals to handle merchandise, picketing of The Employer's establishments or other interruption of work or interference with The Employer's operations during the term of this Agreement or any extension. The Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in any such practices prohibited by this Section shall be considered just and reasonable cause for discharge or other disciplinary action to be determined by The Employer and subject to the grievance and arbitration procedure of this Agreement. Local 24 further agrees that it will notify, and direct employees engaged in an unauthorized strike or work stoppage in violation of this Agreement to return to work immediately. There shall be no responsibility on the part of Local 24, its officers, representatives, or affiliates for any strike or other interruption of work, provided Local 24 complies with the provisions of this Section.

**§ 76. Health & Safety.** The Employer shall provide a healthy and safe working environment consistent with the law.



§ 77. Term of the Agreement. This Agreement shall become effective on May 25, 2023 (the "Effective Date") and shall remain in full force and effect through and including May 24, 2026. This Agreement shall continue from year to year thereafter unless either party gives written notice with proof of receipt to the other party, to be received no more than *one hundred and twenty (120) days* nor less than *sixty (60) days* prior to the initial expiration or any yearly anniversary thereafter, of intention to reopen or modify this Agreement. This Agreement may only be amended, supplemented, rescinded, or otherwise altered by mutual agreement in writing between The Employer and Local 24.

This Agreement supersedes all prior agreements and understandings, oral or written, expressed or implied, among The Employer, Local 24, and employees covered by this Agreement and shall be the sole source of any and all rights claims which may be asserted pursuant to the grievance procedure set forth in this Agreement.

UNITE HERE, Local 24

By: \_\_\_\_\_

Heidi Hughes

Title: \_\_\_\_\_

IU Organizing Director

Date: \_\_\_\_\_

5-8-2025

HBF APU JV, LLC, HBF APU II, LLC,  
DTW North Partners, LLC d/b/a Paradies  
Lagardère

By: \_\_\_\_\_

Karen Suttle

Title: \_\_\_\_\_

Vice President

Date: \_\_\_\_\_

5/7/2025

## **Appendix A – Wages & Job Duties**

<b>TIPPED</b>				
<b>Classification</b>	<b>Current Rate</b>	<b>5/25/2023</b>	<b>5/25/2024</b>	<b>5/25/2025</b>
Server	\$5.95	Greater of \$8.95 or + \$3.00 per hour	Greater of \$9.95 or +\$1.00 per hour	Greater of \$10.45 or +\$0.50 per hour
Bartender	\$8.30	Greater of \$11.30 or +\$3.00 per hour	Greater of \$12.30 or +\$1.00 per hour	Greater of \$12.80 or +\$0.50 per hour
<b>NON-TIPPED</b>				
Barista	\$15.00	Greater of \$16.00 or +\$1.00 per hour	Greater of \$17.00 or + \$1.00 per hour	Greater of \$17.50 or +\$1.00 per hour
Bus Person	\$13.00	Greater of \$16.00 or +\$3.00 per hour	Greater of \$17.00 or +\$1.00 per hour	Greater of \$17.50 or +\$0.50 per hour
Cashier	\$15.00	Greater of \$16.00 or +\$1.00 per hour	Greater of \$17.00 or +\$1.00 per hour	Greater of \$17.50 or +\$0.50 per hour
Cook	\$17.00	Greater of \$18.00 or +\$1.00 per hour	Greater of \$19.00 or +\$1.00 per hour	Greater of \$19.50 or +\$0.50 per hour
Cook I	\$18.00	Greater of \$19.00 or +\$1.00 per hour	Greater of \$20.00 or +\$1.00 per hour	Greater of \$20.50 or +\$0.50 per hour
Food Prep	\$15.00	Greater of \$17.00 or +\$2.00 per hour	Greater of \$18.00 or +\$1.00 per hour	Greater of \$18.50 or +\$0.50 per hour
Host/Hostess	\$15.00	Greater of \$16.00 or + \$1.00 per hour	Greater of \$17.00 or +\$1.00 per hour	Greater of \$17.50 or +\$.050 per hour
Leader	\$17.00	Greater of \$19.00 or +\$2.00 per hour	Greater of \$20.00 or +\$1.00 per hour	Greater of \$20.50 or +\$.050 per hour
Utility	\$15.00	Greater of \$17.00 or +\$2.00 per hour	Greater or \$18.00 or +\$1.00 per hour	Greater of \$18.50 or +\$0.50 per hour

**Long-tenured employee increases:** Upon ratification, tipped employees with 5 years or more of service shall receive a one-time increase to their hourly rate or \$2.00, in addition to their \$3.00 minimum wage increase. Non-tipped employees with 5 years or more of service shall receive an increase to their hourly rate of \$1.50, in addition to their minimum wage increase.

**Job Duties:** Bartenders and Servers shall not be required to sweep, mop, or clean windows in the restaurant, with the exception of accidental spillage or spot sweeping within their own station. The Union and The Employer agree that it is not the duty of a Bartender or Server to clean the restaurant.

Cooks and Food Preparation employees shall not be required or scheduled to perform the duties of a Utility Worker or Dishwasher, except in emergencies or when the restaurant is understaffed. The only cleanup that can be required is the wiping and cleaning of their own work area (food prep/cooking counters). This does not include sweeping or mopping of the floor area of their workstation, with the exception of the cleaning of accidental spillage in their work area.

In the event there is a change in the law regarding minimum wage for tipped employees (Bartenders/Servers) the wage rate will immediately become the greater of the two rates, between the CBA rates and the legally required minimum rates.

### **Appendix B - Side Letter “Technology”**

During the term of the current CBA (May 25, 2023 – May 24, 2026), The Employer will not implement technology that results in bartenders or servers losing the ability to take orders or present checks to customers, unless the airport or restaurant brand requires such technology implementation. Minor incursions or deviations from the current practice of taking orders and delivering checks shall not be subject to this CBA.

## Appendix C – Weingarten Notice Card

### Weingarten Rights

*Am I going to be disciplined?*

*If the answer is **ANYTHING** but **NO***

*I want a shop steward!*

(Workers have the right to a representative at any meeting where management asks questions that they reasonably expect might lead to discipline)

Shop Steward: \_\_\_\_\_



Insert Union  
Printer's symbol \*\*

### **UNITE HERE! Local 24**

**300 River Place Dr., Ste. 2700  
Detroit, MI 48207-4265**

**313-259-8480-Main Line  
313-259-8481-Main Fax**

**UNION WEBSITE:**

**[www.local24unitehere.org](http://www.local24unitehere.org)**

*Join our Texting List  
TEXT: Local 24 to 25827*



Insert Union  
Printer's symbol \*\*

**\*\*Cards to be printed by Union Printer.**