AGREEMENT

BETWEEN

PARADIES - DTW, LLC

FOR DETROIT METROPOLITAN WAYNE COUNTY AIRPORT

AND

UNITEHERE! LOCAL 24

Effective: November 1, 2025 through October 31, 2028

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This Agreement is entered into and is effective this 1st day of November 1, 2025 ("Effective Date"), by and between PARADIES RETAIL-DTW, LLC, hereinafter referred to as the "Employer", and UNITE HERE Local 24, hereinafter referred to as the "Union".

STATEMENT OF PRINCIPLES

WHEREAS, the Union and the Employer agree that mutual understanding, harmony, and cooperation are necessary and essential to operate in a highly competitive environment and provide the highest level of customer service;

WHEREAS, we recognize it is mutually advantageous for the employees and the Employer to work together to maintain high standards of harmony, industrial peace, safe, healthful working conditions, and high quality customer service, and to promote economical and efficient operation;

WHEREAS, the Union and the Employer recognize that management, supervisors, employees and customers are to be treated with dignity and respect at all times, and that all business interactions should be conducted in a professional manner; and

WHEREAS, both parties further recognize that it is in the best interests of all for the Employer, the Union, and the employees to cooperate fully to realize the purposes of this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, promises, covenants and conditions herein contained, it is agreed as follows:

ARTICLE 1 – RECOGNITION AND SCOPE

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and part-time sales and stock associates employed by the Employer at the Employer's location at Detroit Metro Airport ("Employees"). Cash Clerks, supervisors, clerical workers and security guards as defined in the National Labor Relations Act ("NLRA") are expressly excluded from the bargaining unit.

1.2 For the first ninety (90) calendar days of employment in a bargaining unit position, a new, rehired or transferred Employee shall be deemed a probationary employee. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement, nor subject to the grievance procedure.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 **Right to Manage.** The Employer has the sole and exclusive judgment and discretion to manage the business, to direct, control and schedule its operations and work force, and to make any and all decisions affecting the Employer, whether or not specifically mentioned herein and

whether or not exercised. Examples of such Employer prerogatives include, but are not limited to, the following sole and exclusive rights to:

hire, promote, lay off, recall, assign, or transfer Employees; reprimand, suspend, demote, discharge, and otherwise discipline Employees for just cause; select, determine and change the number and type of Employees employed, including, but not limited to, the number assigned to any particular work; direct and schedule the work force; determine and change the location and type of operation including the methods, procedures, services provided, materials, facilities, standards and operation to be utilized, including the right to discontinue performance by Employees in whole or in part and/or to subcontract, contract out, lease, sublease or use independent contractors; perform bargaining unit work; require Employees to work overtime and determine, schedule and change when overtime shall be worked; to establish, administer, reduce or rescind bonus or incentive pay systems; install or remove equipment; transfer or relocate any or all of the operations or business to any location or discontinue such operations, by sale or otherwise, in whole or in part at any time; establish, increase or decrease the number of work shifts and their starting and ending times; determine and change the work duties of Employees; expand, reduce, alter, combine, transfer, assign or cease any job, job tasks, operation or service; control and regulate the use of facilities, equipment and other property of the Employer; promulgate, post, amend, revise and enforce policies, work rules, regulations and practices, including, but not limited to policies and rules governing Employee conduct, leaves of absence, train and cross-train Employees; establish, change, combine or abolish job classifications and determine and change qualifications; determine and change work performance levels and standards of performance, including standards of productivity, quality and efficiency; determine and change the amount and forms of compensation for Employees, including pay for performance and pay in excess of the amounts specified in this Agreement; determine, maintain and change the efficiency of operations; and take whatever action is either necessary or advisable to determine, change, manage and fulfill the mission of the Employer and to direct the Employer's Employees.

2.2 Notice of Changes. The Employer will provide the Union notice of changes to rules or regulations at least seven (7) days prior to their effective date so that the Union may comment on such changes.

2.3 New Classifications. In the event the Employer creates a new job classification in the unit, the Employer will notify and consult with the Union on the applicable rate for the job, within ten (10) days. The rate will not be less than the lowest existing classification at the time.

2.4 Rights Retained. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority of the Employer existing prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of management. The Union waives the right to bargain collectively with respect to the Employer's exercise of such managerial rights, prerogatives and functions or the effects thereof during the term of this Agreement. The Employer's exercise of such managerial rights will not be subject to the grievance and arbitration procedures contained in the Agreement, except in such cases where disparate treatment is alleged or such exercise is a direct conflict with an express term of this Agreement.

2.5 **Supervisors Performing Bargaining Unit Work**. Supervisors or non bargaining unit employees as defined by federal labor law shall not perform the work of bargaining unit employees, except during relief periods, absenteeism, sickness, rush periods, reasonable training periods and emergency situations provided that Paradies Retail has made a reasonable effort under the circumstances to find readily available qualified bargaining unit employee to perform the work.

ARTICLE 3 – UNION SECURITY

The Employer shall honor and effectuate the payroll deduction authorization card attached to this Collective Bargaining Agreement, and incorporated herein by reference, for each employee who signs said card, for such period as each authorization is in effect. The Employer shall deduct for each payroll or at such other intervals/times otherwise designated by the Union the amount authorized by the employee and promptly transmits such amount to the Union. The parties acknowledge that the cost of establishing and administering payroll deduction has been taken into account by the parties in their negotiation of the overall economic terms of this Collective Bargaining Agreement.

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:

3.1 On the thirty first (31st) calendar day following (a) the beginning of employment with the Employer or (b) the Effective Date of this Agreement, whichever is later, all Employees covered by this Agreement shall, as a condition of continued employment, become members of the Union, and shall maintain membership in the Union so long as this Agreement remains in effect, provided that this condition of employment shall not apply to an Employee to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to any Employee to whom membership was denied or terminated for any reason other than the failure of the Employee to tender the periodic dues (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. Membership in the Union only means the payment of uniform dues and initiation fees.

3.2 The Employer will notify new employees of the existence of this Agreement, and also provide employees dues authorization forms as part of their new hire paperwork.

3.3 The Employer will deduct from the wages of any Employee furnishing an assignment which conforms to applicable law the periodic dues and initiation fees (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the appropriate local union and remit said dues to said local union. To the extent practicable, any error in the check-off shall be corrected in the next pay period.

3.4 The Union will hold harmless, defend and indemnify the Employer and its Employees with respect to any and all claims, liabilities, costs and expenses (including attorneys' fees) arising out of or in connection with this Article or any action taken under it at the request of the Union,

provided that the Union shall have the right to defend against all such claims and that no settlement thereof shall be made without the prior written agreement of the Union.

3.5 The Employer shall provide the Union with up to date seniority lists monthly. These lists shall contain the names, phone numbers and the last known address of employees, their job classifications, work locations, and status. This information shall be sent electronically in Excel format. The Employer shall provide a list of new Employee hires or Employee terminations, if any, on a bi-weekly basis.

ARTICLE 4 – NO STRIKE/LOCKOUT

4.1 The Union, on behalf of itself, its officers, agents, representatives, stewards, committee people, employees, members, the Employees covered herein and any other persons acting in concert with the Union, agrees that during the term of this Agreement, none of them will, directly or indirectly, engage in, incite, encourage, instigate, aid, condone, participate in, sanction, support or ratify, any strike, walkout, slowdown, sit down, stay-in, boycott, sympathy strike, sick-out, picketing, or other work stoppage, or any other type of interruption or interference with the operations, or handbilling, where handbilling results in a stoppage of work. Upon receipt of written notice of a violation to the Director of Local 24, the Union and its officers shall take immediate action and will use their best efforts to notify any Union officers, members, representatives, or employees, or persons acting in concert with them, either individually or collectively, to cease and desist from any violation immediately and to return to work. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue any and all remedies available under law in the event of a violation of this provision.

4.2 In consideration of the commitments of the Union set forth in this Article, the Employer agrees that during the term of this Agreement and any extensions or renewals thereof, the Employer shall not lock out the Employees. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Employer for any reason in the exercise of its rights as may be set forth in any provision of this Agreement, nor does "lockout" include the Employer's decision to terminate or suspend work on the site or any portion thereof for reasons unrelated to economic pressure on the Union or its members.

4.3 If any employee should participate in, authorize, or sanction, or cause to take part in, any strike, sit down, stay-in, slowdown, work stoppage, sympathy strike, delay or other curtailment of work of any nature or restriction of production or interference with the work in or about the Employer's facilities or outside of said facilities or while serving its customers or strike of any kind or engage in any activities that would cause an interruption of the Employer's operations and/or harm to its customers or to any entity or person that performs a service for the Employer during the terms of this Agreement, the Employer may terminate said employee.

4.4 In the event of an alleged violation of this Article, the grieving party may institute expedited arbitration proceedings regarding such alleged violation.

(A) The grieving party may commence expedited arbitration by submitting to an arbitrator designated in subsection (B) below a written statement containing the relevant facts of the events giving rise to the dispute. This statement shall be simultaneously served on the non-grieving party.

(B) The statement required under subsection (A) shall be submitted to thearbitrator on the following list to consider the dispute:

- John Obee
- Barry Goldman

If thisarbitrator is unavailable to consider and render orders within forty-eight (48) hours of submission of the written statement, the American Arbitration Association shall appoint an arbitrator mutually agreeable to the parties with the closest date to consider the matter.

(C) The sole issue in the expedited arbitration shall be whether a violation of this Article has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining or mitigating such violation. The standard of proof shall be a preponderance of the evidence. If the arbitrator finds that a violation of this Article is occurring or has occurred, the arbitrator shall issue a cease and desist order with respect to such a violation. The arbitrator may also award damages and other relief with respect to such a violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Employer, the Union, its members, and any other individuals involved and shall be enforceable by lawful judicial action by a court of competent jurisdiction. The non-grieving party shall not have the right to institute expedited arbitration pursuant to this Section 4.4.

(D) The fees, costs and expenses of the arbitrator and the hearing room shall be shared equally by the parties. If either party requests an official transcript, each party will pay half of the transcript costs. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

(E) Any and all papers to be served in connection with the expedited arbitration, including, but not limited to, the grieving party's declaration and the arbitrator's award and order, may be served by e-mail or fax.

ARTICLE 5 – NON-DISCRIMINATION

5.1 The Employer and the Union agree that in accordance with the established policies of the Employer and of the Union, and applicable Federal, State and local law, the provisions of this Agreement will apply equally to all employees regardless of gender, sexual orientation, gender identity, color, race, creed, national origin, religion, age, disability, or union affiliation. The Union further agrees that the Employer may be required by law, such as the Americans with Disabilities Act or similar statutes or ordinances, to grant reasonable accommodations for protected disabilities.

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

ARTICLE 6 –
GRIEVANCE AND ARBITRATION PROCEDURE

6.1 **Definition of Grievance.** A "Grievance" is:

(A) an allegation by an employee that the Employer has breached this Agreement and as a result the Employee has been adversely affected; or

(B) a written statement by the Union or the Employer that the other has breached a specific provision of this Agreement.

6.2 **Timeline.** When a Grievance is submitted by an Employee or the Union, the Union and the Employee shall comply with the following procedures, including the time limits set forth below, or the Grievance shall be deemed waived and shall not be accepted. The time limits set forth in this Section 6.2 are of the essence of this Agreement, provided that such time limits may be extended by the mutual written agreement of the parties.

Step 1: A Union representative and an aggrieved Employee shall attempt to resolve a problem by first discussing it with the immediate supervisor; however, if not resolved, it must be submitted in writing to the General Manager, or his or her designee. The written Grievance shall fully state the facts surrounding the Grievance and detail the specific provisions of the Agreement alleged to have been violated, and shall be submitted within fourteen (14) days of the conduct or events giving rise to the Grievance. The General Manager shall meet with the Union to discuss the Grievance. If the Grievance is not resolved, the General Manager shall notify the Union in writing that the Grievance is denied.

Step 2: If no mutually acceptable conclusion is reached in Step 1, the Grievance must then be presented to the Regional Director/Regional Human Resources Manager within fourteen (14) days after receipt of the denial of the Grievance by the Regional Director/Regional Human Resources Manager.

Step 3: If no mutually acceptable conclusion is reached at the end of Step 2, the Grievance must be presented to the Regional Director - Human Resources within fourteen (14) days after receipt of the denial of the Grievance by the Regional Director of Operations. Prior to filing for arbitration, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the FMCS OR STATE OF Michigan mediation at no cost to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator.

Step 4: If no mutually acceptable conclusion is reached at the end of Step 3, the Union may give the Employer written notice of its desire to arbitrate. The notice of intent to arbitrate

must be provided to the Employer within thirty (30) days after receipt of the denial of the Grievance by the Director of Human Resources.

6.3 Employer Grievances. In the case of grievances submitted by the Employer, the grievance may be submitted directly to the Union's president or his designee. The Union will respond in writing within fourteen (14) calendar days. If the matter is not settled, the Employer, in order to submit the matter to arbitration, must serve written notice of its desire to arbitrate within fourteen (14) days of receipt of the Union's written response, or the grievance is deemed waived.

6.4 Request for Arbitration. Either the Union or the Employer may request arbitration of a Grievance in accordance with the procedures in this Article. The party requesting arbitration shall provide written notice of the request to the other party. The party requesting arbitration shall send in this notice, or separately, a list of three arbitrators for consideration. If the parties are unable to agree on an arbitrator within 14 days of the request for arbitration, the party requesting arbitration shall send a letter to the American Arbitration Association ("AAA") with a copy to the other party, which:

(A) Requests arbitration, identifying the grievance and including whatever forms are required by-AAA; and

(B) The mediator shall be requested from the FMCS or State of Michigan mediation.

6.5 Selection of Arbitrator. Following receipt of the list from AAA, either party may reject the list in its entirety. If the list is not rejected by either party, the parties shall alternately strike names, as set forth in Section 6.6 below. If the list is rejected by either party, AAA shall send each party a second list of seven (7) names or arbitrators.

6.6 Striking of Names. The striking of names from a list of arbitrators shall occur as follows: Within five (5) working days of receipt of the list, the parties shall confer to select an arbitrator by alternately striking a name from the list until one name remains who shall be the arbitrator. The parties shall select a neutral method, such as a coin flip, to determine who strikes the first name. The parties, by mutual agreement, may also bypass the above procedure and mutually agree on an arbitrator.

6.7 Witnesses. Either the Employer or the Union may call any Employee as a witness. If an Employee is called by the Employer as a witness, the Employer will reimburse the Employee for time lost from work for the Employer due to the arbitration appearance. If the Union calls an employee as a witness, the employee shall not be paid for the time spent testifying. Each party must provide the other with reasonable notice as to whom it intends to call as a witness.

6.8 Hearing. The date to be set for the arbitration shall be one that is mutually agreed to by and among the arbitrator, the Union and the Employer. The fees, costs and expenses of the arbitrator and the hearing room shall be shared equally by the parties. If either party requests an official transcript, each party will pay half. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

6.9 Written Decision. Upon request of either party, the decision of the arbitrator shall be in writing and shall be final and binding on the Union, its members, the Employee or Employees involved and the Employer. The burden of proof for any decision shall be by a preponderance of the evidence.

6.10 Limitations on Arbitrator Power. The arbitrator shall have no power or authority to add to, subtract from or modify in any way the terms and conditions of this Agreement.

6.11 Remedies. Back pay remedies under this Agreement shall not extend beyond six (6) months from the date of demand for arbitration, unless the parties mutually agree to an arbitrator with no available hearing dates within six months of the demand for arbitration. Moreover, the amount of any back pay award shall be reduced by any unemployment compensation received or other compensation from any source, which the Employee would not have received or earned had he or she not been suspended or discharged. In addition, any award will be reduced by any earnings that the Employee could reasonably have received if he or she had made a reasonable effort to seek comparable employment.

ARTICLE 7 – DISCIPLINE AND DISCHARGE

7.1 Discipline. The Employer will not discharge or discipline Employees except for just cause. Grievances alleging a violation of this Section will be determined by a preponderance of the evidence standard. Discipline shall normally be issued consistent with the principles of progressive discipline, consistent with the Employer's policies in effect at that time. However, serious infractions, including, but not limited to, theft, insubordination, violence, register policy violations for failure to register sale and immediately deposit cash at time of transaction, except for newspapers, where sale shall be registered and cash deposited as soon as possible, unauthorized credit card charges, excessive voids, or failure to verify age for tobacco sales, violations of security or airport operations directives that have been communicated to the employees and working under the influence of alcohol or drugs, may result in proceeding directly to discharge on the first occasion. The Company's Zero Tolerance policy is expressly incorporated into this Agreement and shall apply to the bargaining unit, with the following modifications: (1) where an employee experiences the need for an emergency restroom break, he or she shall call management and ask to be immediately excused from work, and wait for a co-worker to substitute for them. If a co-worker is unavailable, the Employee may close the gate and use the restroom. Employees who utilize this procedure shall not be disciplined for leaving their store unattended to use the restroom; and (2) employees shall be allowed to work for employers other than the Company.

7.2 Investigatory Suspensions. Where appropriate, terminations may be preceded by a non-disciplinary suspension pending investigation of the allegations which may lead to discharge. Employees shall have the right to Union representation during an investigative interview. Investigatory suspensions shall not exceed seven (7) calendar days with or without pay at the Company's discretion.

7.3 Time Limit. All disciplinary notices shall be issued within seven (7) calendar days of occurrence, or next scheduled shift if in excess of seven (7) days of the occurrence. Except with

respect to serious infractions, any written disciplinary notice shall not be used in the progressive disciplinary process after twelve (12) months. However, the documentation shall remain as part of the Employee's record and may be used to show Employee awareness of a rule, or for impeachment or to show overall work record.

A serious infraction shall include offenses such as theft, insubordination, violence, register policy violations for failure to register sale and immediately deposit cash at time of purchase, except for newspapers, where sale shall be registered and cash deposited as soon as possible, unauthorized credit card charges, excessive voids, or failure to verify age for tobacco sales, violations of security or airport operations directives that have been communicated to the employees and working under the influence of alcohol or drugs. With respect to serious infractions, any written reprimand may be used in the progressive discipline process with respect to a future incident that involves the same type of offense. Nothing herein shall be construed to require the Employer to issue a written reprimand for a serious offense, if it has just cause for a more severe level of discipline under Section 7.1 of this Agreement.

7.4 Access to Personnel File. The Employer shall, at reasonable times and at reasonable intervals, upon the request of an Employee, permit that Employee to inspect their personnel file on the Employee's own time during regular office hours and within the sight of a management representative. This shall be permitted within twenty-four hours of the Employee's written request (provided that this period is within regular business hours) for an office copy of the file, and within seven (7) days for the official file. Employees are not permitted to remove any part of the official record.

7.5 Notice to Employee and Union. A copy of all written disciplinary notices shall be given to and signed by the Employee. Signing of the notice shall not be deemed an admission of wrongdoing, but shall simply be an acknowledgment of receipt. Reasonable effort shall be made to present the disciplinary notice to the Employee with as much privacy as is practicable under the circumstances. Notices of final written warnings or terminations will be forwarded to the Union on a weekly basis.

7.6 Shoppers Report. The Union recognizes that the Employer, the Property Manager and the Wayne County Airport Authority may employ integrity and customer service shopping investigators or "shoppers." If the Employer retains independent shoppers, the Union and the Employer agree to the following rules:

(A) Employees shall be informed of the Employer's use of shoppers; and

(B) Employees shall be shown copies of any shopper reports which are the basis for the disciplinary process.

ARTICLE 8 – UNION BUSINESS

8.1 Union Visitation. Authorized representatives of the Union shall be permitted to visit the Employer's establishment for the purpose of communicating with employees and supervisors

regarding Union business and to inspect the working conditions of the members, and to investigate and adjust grievances. Upon entering the facility, the Union Representative shall notify the manager on duty of his/her presence in the facility, provided there is a manager on duty readily available. Such visits shall not interfere with the conduct of the Employer's business or with the performance of work by employees during their working hours.

8.2 a. Shop Stewards. The Union shall have the right to appoint or elect no more than ten (10) Shop 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 unpaid time unless the Employer 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.

b. Union Business. Employees have the right to have a Shop Steward present during an investigative interview with management that could lead to discipline.

8.3 Bulletin Board. The Employer will provide the Union with a bulletin board in the following 3 locations; the office in the McNamara terminal, the office in the North Terminal and the office in the Warehouse.

8.4 Union Orientation. The Union Representative or Shop Steward shall be notified of the start date of a new bargaining unit employee. Up to fifteen (15) minutes shall be provided to the Union to meet individually with the new-hire. This meeting shall occur in the middle of the new-hire's first orientation day. This meeting shall be held in a private location where possible. The Employer shall provide the Union 72 hours' notice of a new hire's orientation date. The Employer shall remain neutral on the subject of union membership.

ARTICLE 9 – SENIORITY

9.1 Definition. "Seniority" shall mean the continuous length of service with the Employer since the date of the Employee's last hiring. Seniority shall only accrue to Employees covered by this Agreement, and is only applicable as expressly provided in this Agreement.

(A) Probationary Employees. Seniority shall not accrue to a probationary Employee until completion of the probation period specified in Section 1.2 of this Agreement, at which time the Employee shall possess seniority as defined in Section 9.1.

(B) Part-Time Employees. Part-time Employees shall accrue seniority at 50% of the rate of a regular Employee. The calculation of seniority of a part-time Employee who, under the foregoing provisions, already has seniority accrued as a regular Employee shall be the sum of his seniority accrued both as a regular Employee and a part-time Employee

(C) Priority. For the purpose of this Agreement, the seniority of a regular Employee shall always be considered as having priority over the seniority of a part-time Employee.

(D) Resolving Ties in Seniority. If the provisions in this Article result in two (2) or more employees having the same seniority, seniority of those Employees shall be determined by the last four (4) digits of the social security number, with greater seniority given from high (9999) to low (0000).

9.2 Promotions Defined. For the purpose of this Article, a promotion shall be defined as a permanent change from one job classification to a higher rated job classification based upon the entry level rates of the two job classifications.

9.3 Determination of Promotions. In cases of promotions within the bargaining unit, the Company shall hire the senior most qualified person. In deciding which employee is most qualified, the Company shall consider the following four factors:

(A) the job description;

(B) the applicant's work performance;

(C) the applicant's attendance record; and

(D) applicant's prior work experience

9.4 Job Posting and Bidding. Job vacancies shall be posted for a period of at least five (5) days before any person is hired from an outside source. It shall be the responsibility of the employee to submit his or her bid on a form to be provided by the Employer. If, consistent with Section 9.7 above, the Employer determines that no bidder is sufficiently qualified, it may hire from any source whatsoever and does not have to promote to fill an opening.

9.5 Limitation of Bid. A successful bidder into a job vacancy, whether remaining in the new position or not, shall not be permitted to bid on another job vacancy for a period of six (6) months.

9.6 Transfer Probationary Period. Employees transferring to a new classification shall serve a thirty (30) calendar day probationary period. The Employee may choose to return to a vacancy in his or her former classification or the Employer may return the employee to a vacancy in his or her former classification within the probationary period without loss of seniority. If an Employee or Employer chooses to return the employee to his former job class and there is no opening in the former class, then the Employee must remain in the transferred-to class until there is an opening in the former class.

9.7 Layoffs. In the event of a reduction in force due to a store closing, decline in business or other event whose duration cannot reasonably be determined, employees shall be laid off from their regular job classification in order of date of hire seniority among employees in a store or unit.

9.8 **Bumping.** Bumping shall not be permitted except in cases of layoff.

9.9 **Order of Recall.** If the Employer determines to fill a vacancy in the classification from which Employees are laid off, such Employees will be recalled in the reverse order of layoff.

9.10 **Loss of Seniority.** An Employee shall lose seniority and his/her employment shall terminate for any of the following reasons:

(A) if the Employee quits;

(B) if the Employee is discharged for just cause;

(C) if the Employee is absent for three (3) work days without notifying the Employer, except if it is impossible to do so;

(D) if the Employee is called back to work following a layoff by the Employer by overnight or United States mail (registered or certified) to the Employee's last known address and fails to notify the Employer within five (5) working days of mailing of the callback notice of the Employee's intention to return to work, except if it is impossible to do so; or

(E) if an Employee is on layoff for 1) a period of time equal to the Employee's Seniority or 2) twelve (12) months, whichever is shorter.

9.11 It is the duty of the Employee to keep the Employer advised of his/her last address and the Employer shall use the last address in its files as furnished by the Employee. A notice shall be deemed to have been received if the Employee has moved and not notified the Employer of his or her new address and the Employer mails the notice to the last address in its files.

ARTICLE 10 – LABOR/MANAGEMENT TEAM

10.1 **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 five (5) 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 often). Employees will attend such meetings without pay and during their non-working time unless the Employer agrees in its sole discretion 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 mid-term or continued negotiations over the terms and conditions set out in this

Agreement. Both the Employer and the Union shall give good faith consideration to views expressed in meetings. The Union and the Company will sign all Labor Management agreements.

10.2 The union and the Company will sign all Labor Management Agreements.

ARTICLE 11 –
WAGES

11.1 **Wage Rates.** Employees covered by this Agreement shall be paid in accordance with Attachment A to this Agreement. Employees who work in a store that has an overnight shift (9:00 pm to 5:30 am) shall receive an additional $1.00 per hour when working the overnight shift.

11.2 **Call-offs.** Employees are required to call a number designated by the Employer two (2) hours before any unplanned or unexcused absence, unless they are unable to do so due to an emergency. The number will be posted in each store where other notices are posted. The Employer may request proof of any such emergency.

11.3 **Mandatory Meeting Pay.** Employees required to attend a mandatory meeting before or after a scheduled shift shall be paid for the actual time spent in the meeting. Employees required to attend a mandatory meeting on a day off shall be paid a minimum of four (4) hours pay at the applicable rate.

11.4 **Work in Another Classification.** An employee required to replace another employee in a higher paid classification in the unit shall receive the contract rate for the higher paid classification for all hours worked in the classification, provided the employee works at least one (1) hour or more in the higher paid classification.

11.5 **Shift Meal.** This does not additionally include free coffee, tea, or fountain drinks.

Retail associates shall receive a 75% discount off a total meal up to a $20.00 maximum for food purchased from their Dining counterpart restaurants: Plum Market, Potbelly's, Qdoba, Chick-fil-A, Mod Pizza, Harmonie Market, and Margaritaville. This does not additionally include free coffee, tea, or fountain drinks. Each employee shall receive one discount per 7.5 hour shift.

11.6 **Uniforms.** Full-time Employees shall be offered a.) one (1) sweater or one ¾ zip long sleeve shirt; b.) three (3) shirts and c.) three (3) pants or employees may wear their own jeans subject to dress code compliance..

Part-time Employees shall be offered a.) one (1) sweater or one ¾ zip long sleeve shirt;b.) two (2) pants or employees may wear their own jeans subject to dress code compliance; and c.) two (2) shirts. The Employer will replace returned uniforms which must be replaced due to normal wear and tear. Employees are responsible for lost or stolen uniforms.

11.7 Shortage/Breakage. Employees shall not have involuntary payroll deductions made from their paychecks for shortages, breakage or customer walk-outs, except in cases of theft or gross negligence.

11.8 Parking. The Employer agrees to continue to pay the full monthly parking fee for all employees who drive to work.

11.9 Badging. The Employer agrees to continue to pay the full cost of the employee's necessary badging. The Employee will be responsible for any costs incurred for the lost, misplaced, or non-returned badges.

11.10 Payroll Discrepancies. Payroll discrepancies over $50.00 shall be paid to Employees within forty eight (48) hours of the Employer being notified.

11.11 Tip Jars. Tip jars shall be "grandfathered" in all coffee locations as well as locations where they existed on August 30, 2015.

11.12 Certified Trainers. When the Company asks employees to train co-workers, the trainers shall receive an additional $1.00 per hour to their hourly rate of pay for the time spent training. This provision shall only apply when the Company directs an employee to provide training. The Company shall select the employees who train their co-workers. The 3 currently certified trainers shall retain their "permanent" $1.00 per hour increase to their normal rate.

ARTICLE 12 – PENSION

12.1 Participation. The Employer shall become a participating employer of the UNITE HERE National Retirement Fund (hereinafter called the "Fund") effective on the first anniversary date of the Effective Date of this Agreement. The Employer further agrees to become a party to the Agreement and Declaration of Trust of the UNITE HERE National Retirement Fund, as amended (the "Trust Agreement"), which established the Fund as a jointly-administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers, which term may include the Fund, the Union or subordinate organizations. The Employer further agrees and consents to the Employer-designated Trustees of said Fund to serve as such in accordance with the aforesaid Agreement and Declaration of Trust. The parties agree that participation in the Hospitality Plan will commence on May 1, 2017. Accordingly, all references to April 1, 2017 will be replaced with May 1, 2017.

12.2 Contributions. Effective on the first anniversary date of the Effective Date of this Agreement, the Employer shall contribute to the Fund, on or before the tenth of each month, $0.20 per Employee, for each hour worked, up to a maximum of forty (40) hours per Employee per week, for all payroll weeks ending in the prior calendar month (the "Contributions"). The Employer shall be required to commence Contributions for new employees following thirty (30) calendar days of employment.

The Contributions shall be payable to the UNITE HERE National Retirement Fund and shall be remitted to the office of the Fund.

12.3 Reports. The Employer shall submit monthly, a list showing the names and Social Security numbers of all employees who are compensated by the Employer during the period covered, the number of hours worked or compensated, and the resulting contributions due (the "Contribution Report"). The Trustees may at any time have an audit made by a duly authorized representative of the payroll and wage and other relevant financial records of an Employer in connection with the said contributions and/or reports.

12.4 Remedies. In addition to any other remedies set forth in the Agreement and Declaration of Trust to which the Union or the Fund may be entitled, if the Employer (a) is in default in its contributions for one or more months; (b) is delinquent in submitting a Contribution Report to the Fund for one or more months; (c) refuses to permit the Fund to conduct an audit; or (d) is shown by an audit to owe contributions and/or Contribution Reports to the Fund, the Fund shall be entitled to all rights and remedies as provided under the Employee Retirement Security Act of 1974 (ERISA) and amendments.

ARTICLE 13 – HOURS OF WORK

13.1 a. Work Schedules. Work schedules are established by the Employer based on lease requirements and customer and operational needs.

b. 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.

13.2 Full-Time Employees. Employees who regularly work thirty (30) or more hours per week are considered full-time employees. The Employer shall maximize full-time employees' work shifts to forty (40) hours, consisting of five (5) eight and one-half hour (8 ½) hour days or four (4) ten and one-half hour (10 ½) days as determined by the Employer if available.

This does not constitute a guarantee of hours, although the Employer will provide as many forty-hour shifts as practicable, consistent with its business needs.

13.3 Temporary Employees. Temporary Employees are Employees who are employed for the purpose of working for a temporary period of time not to exceed ninety (90) calendar days. Any Temporary Employee who remains employed after ninety (90) calendar days shall become a regular Employee, and shall not be subject to a probationary period. The Employer may employ Temporary Employees and schedule them as needed provided no full-time Employee is displaced. Temporary employees shall be treated as probationary employees for all purposes under this Agreement.

13.4 Bi-weekly Schedules. Bi-weekly schedules will be posted in the offices located in the McNamara Terminal, North Terminal and Warehouse.

13.5 Schedule Bidding. A minimum of fifty percent (50%) of the shifts shall be permanent schedules, with a percentage within Monday through Friday shifts. Whenever there is a change of start or finishing times, or the days of regular shifts within a store, the Employer will create and post within the airport the available biweekly work schedules. Employees will select work schedules by seniority within the Employee's classification. The bidding process shall customarily commence with Employer meeting with the Union four days prior to the shifts being posted. The parties shall meet for informational purposes and for the optimization of smooth operations and employee coverage according to business needs. After this meeting, Employer shall post the shifts a minimum of 72 hours before the date of the bid. These bids shall go into effect no earlier than 72 hours from the date of the bid. Bids shall occur twice per year unless the parties agree otherwise.

13.6 Shift Changes. If an Employee wishes to change a shift on a non-recurring basis, he or she must request the change in writing. The Employer has the sole discretion to approve or reject the request.

13.7 Extra Shifts. The Employer may add shifts as required by business needs. These shifts will be first staffed by use of overtime or by seniority with volunteers from within the same classification. If the extra shift cannot be filled with volunteers, the shifts will be filled using the volunteer list established in Section 14.9.

13.8 Volunteer List. The Employer will maintain a volunteer list for use in filling extra shifts available under Section 14.8. Employees must sign up for the list in writing, and will be provided an opportunity to sign up each quarter. Employees will be listed by seniority within each classification within the list. When a shift is filled using the volunteer list, the Employer will offer the shift to the Employee at top of the list in the sought classification 1) in person at work or 2) by telephone call to the number provided by the Employee on the volunteer list. If the Employee either refuses the shift or is not available when called, the Employer will offer the shift to the remaining Employees on the list in order until the shift is filled. If no Employee in the relevant store is available when called, the Employer may offer the shift to qualified Employees from other stores in order of seniority. If an Employee refuses a shift offered to him or her pursuant to this Section three times, he or she will be moved to the bottom of the list for his or her classification regardless of seniority.

13.9 Meal and Rest Periods. Employees scheduled to work in excess of five hours in a work day shall receive a one half hour unpaid meal period.

Employees scheduled to work eight or more hours in a work day shall receive one 15 minute paid rest period in addition to the 30 minute unpaid meal period. In addition, management shall regularly ask Employees whether they require a rest break.

The Employer will schedule meal and rest periods in its sole discretion, subject to business needs and customer demands.

13.10 Overtime. Employees will be paid time and one-half (1½) their regular hourly rate of pay for all hours worked in excess of forty (40) in a workweek. Overtime must be authorized by a manager. Employees working at the time overtime is needed may volunteer for overtime by Seniority. The Employer can assign or require those working to work overtime, in reverse Seniority order, if no Employee volunteers. The Employer can require an Employee to stay beyond the regularly scheduled end of his or her shift.

13.11 Time Clock. Employees must clock in and out at the beginning and end of their shifts and for their unpaid meal breaks at the work station location where they are currently assigned or at the location designated by their manager.

ARTICLE 14 – HOLIDAYS

14.1 Holidays. The recognized holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Martin Luther King, Jr. Day.

14.2 Holiday Pay. Eligible Employees will be compensated for the above holidays when no work is performed thereon on the basis of a regular day's straight time pay at their base hourly rate of pay.

14.3 Eligibility.

(A) To be eligible for holiday pay, the Employee must:

1. be continuously employed for a period of at least 6 months and must be currently employed Full-Time;
2. work all of the Employee's regularly scheduled day of work immediately prior to and all of the Employee's regularly scheduled day of work immediately following a holiday, unless absence is approved in advance, in writing, by the Employee's immediate manager or the Employee can show he or she is sick or has an emergency on that day; and
3. work on the holiday if the Employee has agreed to do so unless the Employee can show reasonable cause for not working on the holiday.

(B) Employees on paid leave, on-the-job injury leave, any other leave of absence or layoff shall not be entitled to holiday pay.

14.4 Work Performed. When an employee works on a holiday, he or she shall be paid double their standard hourly rate, except if the holiday is Thanksgiving or Christmas. On those holidays, the employee shall be paid 2.5 their hourly rate.

14.5 Overtime Computation. Holiday pay shall not be counted as hours worked when calculating overtime pay. Only hours actually worked will be used in calculating overtime.

14.6 No-Shows. Any Employee whose regular day of work falls on any of said holidays, and does not report for work on said holiday or weekend, shall not receive any pay for that holiday.

14.7 Holiday by Seniority. If the Employer determines that less than the normal number of Employees is needed on a holiday shift, Employees within the airport shall be offered the preference to work or not work the holiday shift based on their seniority within their classification, with preference given to the more senior Employee.

ARTICLE 15 – PAID TIME OFF

15.1 Definition. The Employer utilizes a unified paid time off program. To that end, the Employer will provide Paid Time Off ("PTO"), which can be used for vacation time, or personal days, in accordance with the terms of this Article.

When an employee exhausts his/her available paid sick leave, he/she may use available paid time off to be paid for the absence if accompanied by a medical certification for the illness or injury, up to four excused occurrences per year. This cap of four (4) occurrences does not in any way restrict an employee's right to take leave for a qualifying illness or event under the Family and Medical Leave Act or the Americans with Disabilities Act (so long as the employee follows company processes or policies with respect to those statutes, including the return of all relevant paperwork). The employee must also provide a medical certification from a medical provider for all the days they were scheduled to work as promptly as possible but no later than the next shift the employee works.

15.2 Eligibility. PTO is accrued by regular, full-time Employees only who have been employed for six (6) months. Part-time Employees and probationary Employees do not accrue PTO.

15.3 Accrual. PTO is calculated based on a calendar year. The amount of PTO which an Employee can accrue in a calendar year is determined by the Employee's length of service as of January 1 of that year as follows:

Length of services completed as of January 1	PTO accrued per Month Worked (in days)	Total Possible PTO For Year (in days)
Less than six (6) months	0	0
Six (6) months	0.83	0.83 times number of months worked
1 year	1.0	12
2-4 years	1.25	15
5-9years	1.83	22
10-19 years	2.25	27
Year 20+	2.67	32

15.4 Expiration. At the end of each year, Employees will have the opportunity to carry over a maximum of 80 PTO hours into the next calendar year. Any hours that exceed the eligible

allotment (80 hours) will be forfeited at the end of the calendar year. PTO hours that are carried over, into the next calendar year must be exhausted prior to taking any newly accrued PTO time. Employees with unused PTO up to three (3) days/ four (4) days (according to years of service) shall be paid the balance of their unused time by the last payroll period of the calendar year.

If employment terminates while an Employee has a negative accrual of PTO time, the balance of the days owed will be deducted from the Employees final paycheck.

The monetary value of the any accrued but unused PTO days in the Employees PTO "bank' will be paid out to an Employee upon termination of their employment if the termination is due to retirement, layoff, or resignation after a 2-week notice period has been provided and worked. No payout will be made, if an Employee is terminated for cause or if they resign without giving and working out a full two-week notice period.

15.5 Month Worked. "Month Worked" shall mean each month during which the Employee actually clocked in and worked during half or more of the working days of the month.

15.6 PTO Schedules. The Employer reserves the right to determine PTO schedules and to limit the amount of PTO that can be taken at one time, except for employees on approved family and medical leave or medical leave for the Employee's own medical condition.

15.7 Master PTO Schedule. By January 10 of each year, the Employer shall post a calendar year showing the time periods during which PTO is available from February 1 until January 31 of the following calendar year. The Employer shall have the right to black out six (6) weeks during which vacation shall not be available. The Employer shall have the sole discretion to determine the number of Employees from a classification who may be on vacation at any given time.

15.8 PTO Requests. Each year, Employees may submit requests for PTO under the Master Vacation Schedule by January 20. Requests made during this time period will be considered by seniority within the employee's classification. Requests made after January 20 will be considered on a first-come, first-served basis. Ties will be broken according to seniority and Section 9.5 above. Employees should not make any vacation plans or incur expenses until they have received confirmation that the request is approved.

15.9 Holidays During Vacation. If an Employer-paid holiday specified in Article 15 occurs during an Employee's vacation, the Employee is entitled to another day off to be taken at a mutually agreed upon time. Employer-paid holidays do not count as vacation days taken. If an Employee becomes ill or is injured after commencing vacation, the period of illness or injury is considered as part of the scheduled vacation and no adjustment or extension of vacation time will be made.

ARTICLE 16 –
TIME AND ATTENDANCE

16.1 Generally, unscheduled time missed during an Employee's schedule shift is considered an occurrence of unexcused absence. Consecutive days absent for the same illness will be considered one occurrence.

16.2 Any other instances in which an Employee fails to appear to work when he/she is scheduled will be treated as an "unexcused absence", and will be subject to progressive discipline.

(A) Disciplinary Action:

1. Disciplinary and corrective counseling notices will be issued after an employee has exhausted their approved Paid Sick Leave. The Employee will receive (1) coach/ counseling acknowledging that they have exhausted their allotted number of approved Paid Sick Leave.

   Employees will be subject to progressive discipline for unexcused absences, as follows:

   a. For employees with 0-5 years of service:

      Absence Occurrences:

      i) Written Warning: 4th occurrence
      ii) Final Warning: 5th occurrence
      iii) Final Written: 6th occurrence
      iv) Termination: 7th occurrence (employee will be dismissed on this day)

   b. For employees with 5 or more years of service:

      Absence Occurrences:

      v) Written Warning: 5th occurrence
      vi) Final Warning: 6th occurrence
      vii) Final Written: 7th occurrence
      viii) Termination: 8th occurrence (employee will be dismissed on this day)

(B) Additional Guidelines:

1. Employees who will be late or absent from work must call-in to the assigned phone number or to a member of management at least 2 hours prior to their scheduled reporting time and advise of an expect arrival time or report of absence for the day. E-mails and text messages are not acceptable.

2. Additional Guidelines:
Employees must provide medical certification for the duration of an absence from medical provider where applicable according to ESTA. Certification should only include the duration of the absence and authorization from the physician to return to work.

3. If an Employee does not call-in or report to work for two (2) consecutive workdays, on the third day they will be considered to have voluntarily resigned their position effective on the third day.

4. Failure to report to work following a leave of absence will also be considered job abandonment.

5. Employees must clock-in to the Company's Timekeeping system before performing any work and clock out at the end of their shift. Any discrepencies in time worked should be reported immediately to a manager.

6. Occurrences are valid for a twelve (12) month rolling period, after that they are no longer active.

Tardiness Policy

1. Associates who arrive ten (10) minutes after their scheduled start time are considered tardy.
2. Associates who return late from a break or lunch will also be considered tardy.
3. Occurrence: Generally, each unscheduled tardy is considered an occurrence. A scheduled late arrival/early departure is not considered an occurrence.
4. Paradies utilizes a rolling 12-month cycle for evaluating number of tardy occurrences for tardiness.

Tardy Occurrences

There shall be a ten (10) minute grace period for tardies.

1. Disciplinary and corrective counseling notices will be issued after an employee has exhausted their 9th tardy.
2. Employees will be subject to progressive discipline for tardies as follows:

i) Written Warning 10th occurrence

ii) Written Warning 11th occurrence
iii)Termination 12th occurrence

Upon ratification of this Agreement, the Employer shall "wipe clean" all existing attendance records.

ARTICLE 17 –
HEALTH INSURANCE

17.1 Employees are eligible to receive health benefits under the **UNITE HERE** Hospitality Health Fund.

17.2 The Employer shall contribute eighty-five (85%) of the total monthly premium for employee coverage.

17.3 In accordance with the Affordable Health Care Act the Employer will consider Employees who regularly work thirty (30) hours per week to be eligible to participate in eligible health care benefits.

17.4 Dental/Vision provided by UNITE HERE HEALTH Fund at 50% Employer cost share. Employees shall have the choice of participation in UNITE HERE! Health Dental PPO or HMO plans.

17.5 The Employer shall pay 100% of the Short-term disability $200.00 per week benefit through the UNITE HERE Health Fund. The Employer shall pay 100% of the Life Insurance Benefit Plan through the UNITE HERE Health Fund (Life $20,000, ADD, (accidental death/dismemberment).

Employees shall continue to have the option of participating in the Short-term, Long-term disability and Life Insurance through the Paradies Employer Plan. This plan is fully funded by the employee and facilitated by the Employer through payroll deduction.

ARTICLE 18 –
LEAVES OF ABSENCE

18.1 **Paid Sick Leave.** Effective January 1st of each calendar year following the ratification of this contract, all eligible employees shall accrue and be entitled to use Paid Sick Leave in accordance with the Michigan Earned Sick Time Act (ESTA), including all future amendments to the law.

The Employer shall "front load" sick time each January 1st for full-time and part-time employees as follows:

Seventy-two (72) hours for full-time employees.
Twenty-four (24) hours for part-time employees.

Accrued but unused sick leave will carry over from one calendar year to the next, up to a maximum balance of 72 hours.

Paid Sick Leave may be used for qualifying reasons as defined by the Act, including but not limited to:

The employee's own illness, injury, or health condition;
Care for a family member;
Issues related to domestic violence or sexual assault;
Public health emergencies.

Employees must provide notice of the need for leave as soon as practicable and in a manner consistent with established Company policy. The Company may request documentation to support leave requests in accordance with the Act.

The Employer reserves the right to apply and enforce reasonable notice, documentation, and absence control policies that comply with applicable law. Sick leave use may not be abused or misused and will not be considered an unexcused absence when used for legitimate, ESTA {PMLA} covered purposes. Abuse or misuse of sick leave will be subject to disciplinary actions up to and including termination.

Sick leave hours shall be paid at the employee's regular base hourly rate for non-tipped employees. The calculation of regular base hourly rate excludes tips, bonuses, or commissions. Tipped employees shall be paid at applicable benefit rate.

Paid Sick Leave under this Section is separate from and in addition to Paid Time Off (PTO). PTO is intended for pre-approved vacation and personal leave, as outlined in Section 15.1, and may not be used to cover absences due to illness or other reasons covered by this Section.

Any illness-related absences that occur after an employee has exhausted their annual Paid Sick Leave entitlement, and are not otherwise protected by FMLA, a company approved leave of absence, or other applicable laws, may be considered unexcused. Such absences shall be subject to the Company's Attendance Policy, which includes progressive discipline based on the accumulation of unexcused absences.

The Company will not discipline employees for the lawful use of protected sick leave under this Section or any applicable law.

18.2 FMLA Leave. To the extent required by law, employees are eligible for leave under the Family and Medical Leave Act or the applicable state law, in accordance with the Employer's then-current policies.

(A) 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:

1. The birth or placement in the employee's home of an adopted or foster child;
2. To care for an immediate family member (spouse, child, or parent (excluding in-laws), with a serious medical condition;
3. To take medical leave when the employee is unable to work because of a serious medical condition; or
4. For any qualifying exigency arising while the employee's spouse, child, or parent is on active duty or call to active duty status in support of a contingency operation which authorizes ordering to active duty retired members of the Armed Forces or members of the reserves.

Eligible employees shall be granted up to a total of twenty-six (26) work weeks of unpaid leave during any twelve (12) month period to care for an employee's spouse, child, parent, or next of kin who is a current member of the Armed Forces and who incurred a serious injury or illness in the line of duty.

(B) 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.

(C) Subject to other conditions set forth in this Agreement, employees may choose to use accrued paid leave (such as personal or vacation paid leave) to cover some or all of the otherwise unpaid FMLA leave.

(D) 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.

(E) Employer is required to maintain group health insurance coverage for an employee on FMLA leave, up to the twelve (12) (or twenty-six (26), as required) 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.

(F) The Human Resources Department or General Manager 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.

(G) The Union 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.

18.3 Military Leave. Employees are entitled to and will be granted military leave as provided for under federal and state law. The Employer shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Any employee covered by USERRA, including a former employee who seeks to return to active employment within five years after the end of the employee's most recent period of active employment with the Company,

shall be entitled to seek enforcement of asserted USERRA rights through the grievance and arbitration procedures in Article 6, provided that the employee may be required by the Employer to waive any right of court enforcement as a condition to proceeding to arbitration on the employee's USERRA claims.

18.4 Medical Leaves of Absence. Medical leaves of absence without pay for reasonable periods of time, not to exceed one (1) year, 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 their job, except in cases of extreme emergency, when a certificate shall be provided within a reasonable period of time. Upon the expiration of said leave, the employee shall furnish the Employer with a statement signed by a physician establishing the fitness of the employee to return to their job. The Employer shall assign a floater to fill the employee's position while the employee is on leave. The employee on leave shall be permitted to bid on work schedules while he or she is on leave. The Union shall be responsible for contacting the employee and advising him or her of the schedule bid. The Employer shall not contact an employee while he or she is on protected leave.

18.5 Additional Unpaid Leave. Employees with one (1) year of service desiring an unpaid leave of absence for extraordinary personal or family circumstances must first secure written agreement from the Employer. It is in the Employer's sole discretion to grant or deny such requests.

An Employee who is granted such leave must provide a specific return date when making the request. Failure to return on such date, absent extraordinary circumstances beyond the Employee's control, shall be considered job abandonment and will result in immediate discharge. Any such leave shall not exceed ninety (90) days.

If the Employer has twenty-five (25) or more employees, there shall be no more than more than two (2) individuals on such a personal leave at any time. If the Employer has less than twenty-five (25) employees, only one (1) Employee may be on such a leave at any time.

If a non-probationary employee needs a leave of absence for his or her medical condition or treatment, and has exhausted all available FMLA leave, he or she may request a personal leave under this Section 18.3. The Employer will grant such requests for a period not to exceed ninety (90) days, as long as the Employee has provided reasonable advance notice and a doctor's certificate acceptable to the Employer.

The Employee shall be responsible for the entire cost of health care benefits during such an unpaid leave.

18.6 Bereavement Leave. Regular full-time Employees who have completed their probationary period will be eligible to receive bereavement leave. In the event of a death of an Employee's immediate family member (spouse or same-sex partner; parent, step-parent or foster parent; child, step-child or foster child, brother or sister; or spouse or same-sex partner of a child of the Employee), an Employee is entitled to and shall be granted 5 days with pay bereavement leave for the purpose of arranging and/or attending the funeral. In the event of a death of the

Employee's grandparents, grandchildren, or spouse's immediate family member, Employees may request a bereavement leave of 3 scheduled work days with pay to attend the funeral. The paid leave days must be the day before the funeral, the day of the funeral and the day after the funeral. Employer reserves the right to require an Employee to provide evidence such as a photocopy of the death certificate, obituary, burial certificate or other confirmation, of the need for Bereavement Leave.

18.7 Jury Service. Employer shall pay the difference between the fee paid by the court to the Employee and the earnings the Employee lost as a result of his or her jury duty service.

18.8 Union Leave. Leaves of absence without pay or benefits shall be granted to Employees for the purpose of accepting employment with the Union, provided that 1) the leave may not exceed six (6) months without the mutual agreement of the Employer, the Union and the employee; and 2) while his/her seniority with the Employer will continue to accrue while on this leave, no PTO will be earned from the Employer during the leave. Only one (1) union leave will be granted in a twelve month period.

In the event an Employee is elected or appointed to a position of service with the Union, the Employer shall grant a personal leave of absence of up to forty-five (45) days. If the Employer has twenty-five (25) or more employees, there shall be no more than two (2) Employees on union leave at any time. If the Employer has less than twenty-five (25) Employees, only one (1) Employee may be on such a leave at any time.

The Employee shall be responsible for the entire cost of health care benefits during such an unpaid leave.

18.9 Accrual of Benefits and Seniority. Accrual of benefits shall be suspended during any leave of absence. Employees shall retain pre-leave seniority and shall accrue seniority during authorized leave. Failure to return to work after an authorized leave of absence shall result in loss of seniority rights and shall be deemed a voluntary termination.

18.10 Working While on Leave. Employees on an approved leave of absence shall not engage in other gainful replacement employment. Employees who violate this Section will be subject to discipline, up to and including termination.

18.11 Return to Work Procedure. Upon an Employee's return from any leave of absence or disability leave, the Employer reserves the right to require medical certification of the Employee's fitness for duty and ability to return to work.

ARTICLE 19 – IMMIGRATION

19.1 To the extent consistent with applicable law and with TSA regulations, no Employee covered by this Agreement shall suffer any loss of Seniority, compensation or benefits due to any changes in the Employee's 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. It is understood that

falsification by an employee of work history and/or background will be cause for discipline, up to and including discharge.

19.2 In the event an Employee, who has completed his or her probationary period, is terminated solely due to a lack of proper work authorization, 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 and completion of new hire and TSA background checks. Employees with two or more years of service shall be permitted an additional three months to obtain proper work authorization under the foregoing terms.

19.3 If an employee with two or more years of service needs additional time, and applies for an available opening for which the Employee is qualified, the Employee's prior lack of work authorization will not be a basis for refusal to hire the Employee. The Employee must present valid authorization to work in the United States with his or her application, and if hired will be subject to a new probationary period.

19.4 Upon request by the Union or the Employee, the Employer agrees to furnish to any Employee terminated because he or she is not authorized to work in the United States, a personalized letter stating the Employee's rights and obligations under this Section.

ARTICLE 20 –
CHANGE OF OWNERSHIP

20.1 In the event that the Employer sells or assigns his/her business, or in the event that there is a change in the form of ownership, the Employer shall give the Union reasonable advance notice thereof in writing and shall make all payments which are due or shall be due as of the date of transfer of the business for wages and health and welfare for employees covered by this Agreement. In addition, the Employer shall be responsible for accrued vacation payments covered by this Agreement. In the event that the Employer sells, transfers, or assigns all or any part of its rights, title, or interest in the Operations or substantially all of the assets used in the Operations. The Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any sale, assignment, or transfer, the Employer shall obtain from its successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that assignor has fully transferred its right, title, or interest.

ARTICLE 21 –
GENERAL PROVISIONS

21.1 **Complete Agreement.** The provisions of this Agreement supersede all prior agreements and understandings, oral or written, express or implied, between the parties. This Agreement shall govern the entire relationship between the parties, contains all the terms and conditions of employment agreed upon by the parties and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. This Agreement may not be amended, modified, waived or otherwise revised except by written agreement by the parties. The parties further acknowledge that during negotiations which resulted in this Agreement, each party had the

unlimited right and opportunity to make demands and proposals with respect to any subject or matter reasonably within the contemplation or knowledge of the party and as to which the National Labor Relations Act imposes an obligation to bargain. Therefore, during the term of this Agreement and any extensions or renewals thereof, neither party shall be obligated, and each party expressly waives its rights, to bargain collectively with respect to any subject or matter (a) referred to or covered in this Agreement, (b) discussed between the parties during the negotiations that resulted in this Agreement, or (c) reasonably within the contemplation or knowledge of the party at the time this Agreement was negotiated and executed.

21.2 **Savings Clause.** If any law, court or administrative order or settlement of a lawsuit or administrative proceeding, whether pertaining to alleged unlawful discrimination or otherwise, conflicts with any term or condition of employment pursuant to this Agreement, the law, order or settlement shall supersede this Agreement, and the Employer's compliance with the law, order or settlement shall not be deemed a violation of this Agreement. All other provisions of this Agreement shall remain in full force and effect.

21.3 **Agreement Binding Only On Employer.** Nothing in this Agreement shall bind Paradies – LAGARDERE or any other entity related to, or partnered or affiliated with, Paradies LAGARDERE other than Paradies LAGARDERE

ARTICLE 22 – UNITEHERE! TIP CAMPAIGN COMMITTEE

22.1 The Employer shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contributions specified for each payroll period or other designated period worked for 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 thirtieth (30th) day of the month following deduction, and shall be accompanied by a list setting forth as to each contributing employee his/her name, address, occupation, rate of PAC payroll deduction by 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 wages, salary and benefits provision of this Agreement. The Employer shall send these transmittals and the list to: Treasurer, UNITE HERE Campaign Committee, 275 Seventh Avenue, New York, NY 10001. In recognition of the administrative impact on the Employer for the deducting and remittal of political contributions, deductions shall not be changed more often than once every ninety (90) days. The UNITE HERE Campaign Committee shall be solely responsible for collecting disputed deductions or amounts which were not deducted due to a good faith error of the Employer. No dispute over this Section shall be subject to the grievance procedure, except for the refusal of the Employer to deduct or remit contributions on behalf of all employees, and the Union and/or the UNITE HERE Campaign Committee agree to indemnify and hold the Employer harmless from any disputes arising out of or related to this Section.

ARTICLE 23 –
DURATION

23.1 This Agreement shall be effective November 1, 2025 and shall remain in force and effect through to October 31, 2028.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by proper officials thereunto duly authorized as of the date hereof.

UNITE HERE, Local 24

By: _____

Title: Director

Date: 10.26.26

PARADIES – DTW, LLC

By: _____

Title: SVP & General Counsel

Date: 11/9/2026

ATTACHMENT A – WAGE INCREASES

Hourly Minimum Wage Rates/Increases:

	11/1/2025	11/1/2026	11/1/2027
0 – 2 Years	$1.00	$ .75	$ .75
3 – 9 Years	$1.50	$1.50	$1.25
10 Years or more	$2.00	$2.00	$1.50

The minimum rates shall increase by the amounts in the chart. All wages, upon ratification, are retroactive to 11/1/2025.

Classification	11/1/2025	11/1/2026	11/1/2027
Sales Associate/Newsstands	$19.00	$19.75	$20.50
Brand Commission and Non-Commission	$19.80	$20.55	$21.30
Warehouse/Replenishers/Stockers	$20.30	$21.05	$21.80

List of Commissioned Specialty Units:

PGA
Brighton
iStore
Spanx
Eastside Golf

Brands Commission:
If the Company moves an employee from a store in which Brand associates earn commissions to a non-commission store, the Company shall increase the employee's regular pay be $1.25 per hour for the hours the employee works in the non-commission store. If an employee requests to be moved from a commission store to a non-commission store, they will not be entitled to the $1.25 increase.