

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DINING MANAGEMENT

AND

UNITE HERE LOCAL #24

AT

GENERAL MOTORS HAMTRAMCK FACILITY

| EFFECTIVE JUNE 1, 2017 THROUGH MAY 31, 2019

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## AGREEMENT

This Agreement, entered into this 1<sup>st</sup> day of June, 2017, is by and between DINING MANAGEMENT hereinafter referred to as the "Company", and UNITE HERE Local #24, hereinafter referred to as the "Union".

WITNESSETH: That in consideration of mutual benefits to be derived by the parties of the first and second parts hereto by the adoption and execution of this Agreement, and further in consideration of the promises and agreement made herein by and between the party of the first part and the party of the second part hereto, the parties agree as follows:

### ARTICLE 1 - RECOGNITION

The Company recognizes the Union as the exclusive representative for collective bargaining for all hourly cafeteria employees working at the facility operated by DINING MANAGEMENT at the General Motors Cadillac Luxury Car Division Plant, Detroit-Hamtramck, excluding all other excluded by the act.

### ARTICLE 2 - UNION SECURITY

#### Section 1.

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 transmit 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: The language currently in effect in this section and article.

Dining Management will provide on a quarterly basis, an employer roster including: Name, Address, Full Social Security Number, Telephone Number, House Seniority Date, Full-Time or Part-Time status electronically to the Union.

Section 2. All employees shall have the choice to remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues to the Union that are the obligation of members. Newly hired employees shall have the choice to become and remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues to the Union that are the obligation of members. No provisions of this article shall prohibit employees to become members of the Union prior to the 31<sup>st</sup> calendar day of employment.

Section 3. Employees shall be hired on a ninety (90) calendar day trial basis. During the probationary period, employees will be paid no less than the minimum wages set forth in this Agreement and may be dismissed without further recourse. After the expiration of such

probationary period, they shall become regular employees and be placed on the regular seniority list as of their date of hire, except for Union discrimination.

Section 4. The Company shall grant the necessary time off, without pay, to any employee designated by the Union to serve in any capacity of official union business. Requests for official union business leaves will be made no later than one (1) week in advance, in writing. Such leaves will not be for union business that violates this Agreement. Approval for leave time will not be unreasonably withheld. The maximum leave for official union business in any one (1) calendar year shall be three (3) weeks.

### ARTICLE 3 - NO DISCRIMINATION

Section 1. It is the policy of the parties to this Agreement that all provisions of the Agreement shall be applied without regard to race, creed, color, national origin, sex, age, Vietnam Era Veteran status, union affiliation, handicap as defined in the Americans with Disability Act, (A.D.A.), or any other protected characteristic.

Section 2. No employee shall be discriminated against for giving information regarding alleged violations of this Agreement.

### ARTICLE 4 - MANAGEMENT RIGHTS

The Company shall have the right to control and direct its employees and to operate the business. Included in such rights, but not limited thereto, is management's right to determine the work force; determine the work to be done and the manner for doing it; to determine the equipment and materials to be used; to direct the work; to hire, transfer, promote, layoff, discipline and assign employees; to introduce new methods and means to do the work; to discontinue performing any function or work in any location; to discharge employees for cause; to establish rules and regulations not inconsistent with this Agreement and to perform all functions of management. Disputes as to whether management's actions are, in violation of this agreement will be subject to the grievance procedure contained herein.

### ARTICLE 5 - CHECKOFF

The Company will deduct union dues, initiation fees and reinstatement fees, which are uniformly assessed, from the pay of all employees covered by this agreement who sign a written statement authorizing the Company to do so. The Union agrees to hold the Company harmless in the event of any claim arising out of the Company's performance of its obligations under this article. The Union shall furnish a dues check off statement, in duplicate, to the Company each month. Such statement shall show the amount due from each employee. The Company shall add to the list submitted to the Union the names, addresses, hire dates and social security numbers of all regular new employees hired since the last list was submitted and will delete the names of employees who are no longer employed. The Company shall return, each month, a statement showing the names and amounts deducted from employees, together with a check for monies deducted, to the Union.

## ARTICLE 6 - SENIORITY

Section 1. New employees shall acquire seniority ninety (90) calendar days after date of hire. Separations during probation are not subject to challenge through the grievance procedure. After serving the probationary period, the employees will be placed on the seniority list, using the hiring date as the date of seniority. If two (2) or more employees began working on the same day, their seniority shall be determined by lot.

Section 2. The Company agrees to recognize seniority in promoting employees to higher paying bargaining unit jobs, provided the employee has the necessary skill and physical ability to perform the work. The employees with the most seniority in a classification shall have the opportunity to work the regular shift with the most hours. Conflicts in vacation scheduling shall be determined by seniority.

Section 3. Regular job openings in the classifications covered by this Agreement shall be posted for five (5) working days, during which time employees may bid to fill these openings. Employees who bid and receive a new job classification shall be on probation in the new classification for a period of up to thirty (30) calendar days, during which time the Company or the employee may initiate a return to the employee's original job (provided it was not eliminated during the 30-day period) with no loss of seniority, if the employee does not qualify for or cannot perform the duties of the new classification. It shall be the right of management to utilize any appropriate bargaining unit employee on an open job prior to the time the open job is filled by a seniority employee or a new employee.

Section 4. Each year, on the first Monday in February, jobs in all classifications covered by this Agreement shall be posted for five (5) working days, during which time employees may bid to fill these jobs. The Company agrees to recognize seniority in allocating jobs to workers, provided the employee has the necessary skill and physical ability to perform the work. Employees with the most seniority shall have the first choice of jobs, provided they have the necessary skill and physical ability to perform the work. Employees who bid and receive a new job classification shall be on probation in the new classification for a period of up to thirty (30) calendar days, during which time, seniority permitting, the Company may return such employee to his/her original job with no loss of seniority, if the employee does not qualify for or cannot perform the duties of a new classification. In the event that the employee is returned to his/her job, the worker who bumped into that job shall return to his/her original job. Similarly, any worker who, as a consequence of another worker bumping back into his/her original job, shall bump back into his/her original job. In the event that the employee lacks the seniority necessary to bump back into his/her original job, that employee shall be allowed to bump only the least senior member. Assuming the employee qualifies for, and can perform the duties of the new classification, that employee who accepts a job for which he/she has bid, must remain in that job for one calendar year, until which time he/she shall have the opportunity to bid on another job. In the event of regular job openings, employees shall have recourse to Section 3 of this Article. The Company shall implement the job biddings, thereby placing employees in their new job classifications, within no more than thirty (30) calendar days from the postings on the first Monday in February.

Section 5. When it becomes necessary to reduce the work force, the Company shall observe the principle of seniority, provided the senior employee has the ability and skill to perform the available work in an efficient manner. An employee reduced from a classification as a result of reduction in work force activity, may bump the least senior employee in an equal or lesser classification where they have previously been successfully assigned as a "regular" employee. Employees may not bump "up" to a higher rated classification during reduction in work force

activity. When there is an increase in work force activity of the Company, employees who have seniority shall be returned to work in the reverse order in which they were laid off.

Section 6. Notwithstanding Section 5 above, at the time of a layoff, the highest seniority employee in his/her seniority classification has the right to request to be the first laid off without penalty. Upon recall, the highest seniority employee will be recalled first, in seniority order

Section 7. An employee shall cease to have seniority if:

- A. The employee quits, with or without notice.
- B. The employee does not report for Work within two (2) business days from the date of recall in writing at their last address on file with the Company.
- C. The employee is absent for two (2) consecutive work days without notification to management unless such failure to notify is for proven serious medical reasons.
- D. The employee is discharged for just cause.
- E. The employee is laid off for a period of time equal to their seniority or one (1) year, whichever is the lesser period of time.
- F. The employee is on leave of absence, including sick leave, for more than twelve (12) months or length of service at the time the disability began, whichever is less.
- G. The employee accepts other employment while on leave of absence under false pretenses, or fails to report for work at the expiration of their leave of absence.

Section 8. Approved leave of absence shall be considered as time worked in computation of seniority.

Section 9. No extra employee in job classifications shall be used where seniority employees with the same job classifications are on layoff except in cases of emergency, or where the Company cannot contact laid off employees in the same job classification.

#### ARTICLE 7 - HOURS OF WORK

Section 1. The regular straight-time workday shall consist of eight (8) hours; however, this shall not be construed as a guarantee of hours of work or pay. Any employee reporting to work pursuant to a request from the Company shall be compensated for no less than half their scheduled shift on that particular day except when discharged for cause, when excused at their own request, or when work is not available because of an emergency arising outside the control of the Company, such as an act of God, i.e., fires, floods, explosions, storms, etc., or other emergencies beyond the control of the Company, i.e., bomb threats, power failures, etc.

Section 2. Employees will be paid at one and one-half (1.5x) times their base hourly rate for all work performed after eight (8) hours in any one (1) day, or after forty (40) hours in any one (1) week. The workweek shall begin on Sunday and end on Saturday. The pay week may be different than the workweek. Overtime at the rate of one and one-half (1.5x) times will be paid for all hours worked on the sixth (6<sup>th</sup>) consecutive day worked in the work week. Overtime at two times (2x) the employee's regular hourly rate of pay will be paid for all hours worked on the

seventh (7<sup>th</sup>) consecutive day worked in the work week. Holiday hours paid will be considered as time worked for purposes of computing the normal workweek set forth herein.

Section 3. Employees regularly scheduled five (5), hours or more per day shall be entitled to one (1) fifteen (15) minute paid break and one (1) thirty (30) minute unpaid lunch period for each shift worked.

#### ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. Should any difference, dispute or complaint arise over the interpretation or application of the contents of the Agreement, there shall be an earnest effort made on the part of both parties to settle such disagreement promptly through the following steps.

STEP 1. By conference between the aggrieved employee and the General Manager. The employee may have the shop steward present if they so desire. The grieving party must present their grievance to management within 10 days after the employee's first knowledge of the incident giving rise to the grievance. The manager will answer the employee's grievance within five (5) workdays after the grievance is presented to them.

STEP 2. If the parties do not resolve the issue at Step 1, the Union will reduce the grievance to writing within ten (10) days of the General Manager's answer citing the Article or Section of the Agreement that has been violated. Copies of the grievance will be sent to the local Union office and to the District Manager of the Company. Upon receipt of the written grievance, the Company will contact the Union, (within one [1] week), to schedule a meeting regarding such grievance. Once the meeting is held, the Company shall have ten (10) days to respond to the Union in writing by electronic delivery (i.e. e-mail or fax) or trackable physical delivery (i.e. USPS Certified Mail).

STEP 3 If a grievance is not resolved pursuant to the grievance procedure set forth in Section 1, Step 2, either party may submit -the grievance to nonbinding mediation within ten (10) calendar days of the Employer's Step 2 answer. Mediation shall be scheduled as soon as reasonably possible, provided, however, that either party may refuse to proceed with mediation upon giving written Notice of Refusal to Proceed within ten (10) calendar days of the other party's submission to mediation. In the event of a Notice of Refusal to Proceed, the grievance may be submitted to arbitration as provided in Section 1, within thirty (30) calendar days of the receipt of the Notice of Refusal to Proceed

STEP 4. If a grievance is not resolved pursuant to the grievance procedure set forth in Section 1, Step 3, above, either party may submit the grievance to arbitration within thirty (30) calendar days of the decision of the Employer under Section 1, above, or the Receipt of the Notice of refusal to proceed with Mediation under Section 1, Step 3, above, or the conclusion of Mediation under Section 1, Step 3, above.

Section 2. In the event no neutral arbitrator can be agreed upon, the matter shall be referred to the Federal Mediation and Conciliation Service requesting a list of seven (7) prospective arbitrators. The names submitted by the Federal Mediation and Conciliation Service shall be struck alternately by the parties until one (1) remains who shall be the neutral arbitrator. The decision of the neutral arbitrator shall be final and binding. The arbitrator shall not have the power

to change or amend any part of this Agreement nor to set any new wage rate. The Company and the Union shall pay for the expense of the neutral arbitrator jointly.

Section 3. The time limits of the grievance procedure can be extended by written mutual agreement between the parties.

Section 4. The Company agrees that any discipline or discharge should be supported with just cause.

#### ARTICLE 9 - NO STRIKE/NO LOCKOUT

The Union and the Company agree that there will be no strikes, slowdowns, or lockouts during the period covered by this Agreement. Any controversy arising over the interpretations or adherence to the terms and provisions of this Agreement shall be settled by the grievance procedure in this Agreement.

#### ARTICLE 10 - HOLIDAYS

Section 1. The following shall be considered legal holidays that shall be observed as paid holidays for all regularly scheduled employees:

- |                           |                           |
|---------------------------|---------------------------|
| 1. New Year's Day         | 7. Thanksgiving Day       |
| 2. Martin Luther King Day | 8. Day after Thanksgiving |
| 3. Good Friday            | 9. Christmas Eve Day      |
| 4. Memorial Day           | 10. Christmas Day         |
| 5. Independence Day       |                           |
| 6. Labor Day              |                           |

Section 2. Holiday pay in an amount equal to the employee's daily straight time hours multiplied by the employee's hourly rate will be paid to all regular employees, except those on leave of absence, layoff, or sick leave when the holiday occurs. In order to be eligible for holiday pay, the employee must work the last scheduled work day before and the next scheduled work day after the holiday. In the event that an employee works on any of the paid holidays mentioned in Section 1 above, they will be paid holiday pay plus their regular hourly rate for all hours worked on the holiday.

Section 3. An employee shall not be eligible for holiday pay until they have completed probation.

#### ARTICLE 11 — DISCHARGE

Section 1. The parties agree, in the interest of safety, when there is reasonable cause or when they are in an accident while at work, may be required, as a condition of continued employment, to be tested for being under the influence or the presence of illegal drugs or alcohol at the Company's expense. Employees who test positive may be subject to disciplinary action up to and including discharge. A Union steward will be present when the Company suspects reasonable cause prior to testing of the employee.



## ARTICLE 12 - VACATIONS

Section 1. All regular employees who have been employed by the Company for (1) year or more shall, on the contract date be deemed to have earned a vacation on the following basis:

- A. After one (1) year of service    one (1) week
- B. After three (3) years of service    two (2) weeks
- C. After ten (10) years of service,    three (3) weeks

Vacations to be taken in full week intervals except when partial benefits are permitted in Section 2 below.

Dwanna Hughes (11/02/95) and Linda Moore (03/05/99) shall be red-circled for their original seniority date for Vacation only.

Section 2. When regularly scheduled employees qualify for the full allotment of vacation time as outlined in Section 1 of this Article, they shall be allowed to take vacation days in one (1) day increments, provided they give Management at least two (2) weeks advance notice and it is approved by Management.

Section 3. Each vacation week shall be based on the employee's regularly scheduled weekly hours times their regular rate when the vacation occurs.

Section 4. Should a holiday occur during the vacation period of any employee, such employee will retain a day of vacation to be scheduled in accordance with Article 12, Section 3.

Section 5. It is the intent of the parties that all employees shall be allowed to take their vacations at times that are desirable to the employees, insofar as business conditions will permit. It is recognized that management must determine when vacations may be scheduled. If more than one (1) employee should want the same week of available vacation time, the Company will recognize seniority, provided that such assignment of vacation must be consistent with the Company's operating requirements. If the client location where an employee works closes for a period of one or more weeks, the Company will schedule employees who are eligible for two (2) or more weeks of vacation to take at least one (1) week of his/her earned vacation during such shutdown period, providing the employee has not already taken their vacation.

Section 6. Employees shall be paid their vacation pay along with the regular payroll period to coordinate with time taken as paid vacation.

## ARTICLE 13 - LEAVE OF ABSENCE

Section 1. Upon completion of probation and upon receipt of a written request for an unpaid leave of absence due to illness or injury, the Company will grant such leave for up to thirty (30) calendar days, provided the request is supported by a doctor's written statement. Such leave of absence shall be renewed for additional periods of up to thirty (30) calendar days each, if the employee's request is supported by a doctor's written statement. It shall be the employee's responsibility to keep the Company informed as to when the employee will be able to return to work. If an employee does not return to work when their sick leave expires, they shall be removed from the payroll and seniority shall be broken. See Article 6, Section 6 (F) for<sup>8</sup> break in service rules.

Section 2. Upon completion of one (1) year of service, the Company may grant an employee a personal leave of absence for up to thirty (30) calendar days, without loss of seniority, if the employee requests same in writing, but under such conditions, the employer shall determine the extent, if any, to which vacation rights shall be affected. Such personal leaves may be extended for additional periods to the maximum limits allowed by the Family and Medical Leave Act, (F.M.L.A.).

Section 3. Maternity leave will be handled in the same manner as any other non-occupational disability.

Section 4. It is understood that no employee will be permitted to work for any other employer while on leave of absence. If an employee does work for some other employer while on leave of absence, the employee will forfeit their seniority rights under this Agreement.

#### ARTICLE 14 — SICK/PERSONAL DAYS

All regularly scheduled employees shall receive three (3) paid sick/personal days. To be eligible for a sick/personal day, an employee must have completed six (6) months of service. All unused sick/personal days shall be paid at the beginning of the following calendar year. Personal days must be requested and approved by Management at least three (3) days in advance.

#### ARTICLE 15 - JURY DUTY

An employee who has completed one (1) year of continuous service and is called to serve on jury duty shall receive the difference between their regular daily rate of pay and the daily jury duty allotment for up to a maximum of four (4) weeks, or for the duration of a trial, per calendar year. An employee called to jury duty and released during their regularly scheduled work hours must contact the Company to determine if they are to report for work. The provisions of this article shall not apply when an eligible employee volunteers for jury duty.

#### ARTICLE 16 - FUNERAL LEAVE

Section 1. An employee who has completed one (1) year of service will be granted up to three (3) regularly scheduled days off with pay up to and including the day of the funeral, in the event of a death in the employee's immediate family, which shall be considered as including mother, father, sister, brother, son, daughter, current spouse, stepchild, grandmother, and grandfather.

Section 2. An employee who has completed one (1) year of service will be granted up to two (2) consecutive days off with pay up to and including the day of the funeral, in the event of the death of the employee's grandchildren, stepparents or parent of their current spouse.

Section 3. An employee will be granted up to an additional two (2) days off, without pay, if he/she is required to travel four hundred (400) or more miles to attend a funeral.

Section 4. The employee shall be paid their regular straight time hourly rate for their scheduled working hours on any day during such three (3) days on which they would otherwise have been scheduled to work. ~~No employee shall be paid under the provisions of this paragraph for any day falling during a vacation, nor shall any such time off be considered as time worked in determining~~

premium pay for over forty (40) hours per week. No extra pay allowance will be made for multiple or simultaneous deaths occurring within any three (3) day period.

No payment shall be granted under the provisions of this paragraph where: (A) the employee does not attend the funeral of the deceased, or (B) the employee fails, upon request, to furnish the Company with reasonable proof of death and evidence of the employee's attendance at the funeral.

#### ARTICLE 17- MEALS

Section 1. The parties agree that, in the interest of maintaining continuous service to the customers, employees of the Company shall consume their meals on the premises at such time and in such manner as the Company deems necessary for its convenience, and the cost of such meals shall not be included in any report for income tax purposes. The employees agree to accept one (1) such meal for each shift worked off four (4) hours or more, and no cost shall be made to the employee. A thirty (30) minute lunch break will be taken on employee's own time.

#### ARTICLE 18 - SALE OR TRANSFER

In the event that there is any change in the management of food service at G.M. Cadillac Luxury Car Division, Detroit-Hamtramck, whereby the Company is replaced by any other company, it shall be the responsibility of the Company to inform the Union, in writing, at least ten (10) days in advance of any such change in operating management. Insofar as it is legally feasible to do so, the Company agrees to make the acceptance of this contract a condition of any sale or transfer of the Company's business.

#### ARTICLE 19 - INSURANCE

Section 1. Insurance: Employees who are regularly scheduled and working thirty (30) hours or more per week shall be entitled to the following coverages on the first of the month following thirty (30) days of employment

Single medical coverage through the Company's Comprehensive Health Care Plan: This coverage will commence upon the completion of the required ninety (90) day waiting period. The employee will be responsible for a weekly contributory. Such contributions shall be used for insurance benefits for employees eligible for benefits under the above-named health maintenance plan or a successor carrier as may be designated by the Employer from time to time. The Company and the Union are committed to the principles of non-duplication of coverage. A team member may purchase dependent coverage at full cost to them.

Insurance Contributories:

All employees enrolled on the insurance plan shall be responsible for a forty dollar (\$40.00) weekly contribution.

In the event an otherwise eligible employee has waived health insurance due to other coverage, they shall be able to rejoin the aforementioned plan with no lapse in coverage provided timely proof the other coverage has been terminated due to a proven life-changing event, in accordance with the rules and regulations of the Company's Comprehensive Health Care Plan. Timely proof is designated as all documentation

being submitted to the Human Resources department within thirty (30) days of the qualifying event,

- B. Employees may select, at their own expense, the Company's standard dental and/or vision, and must pay the full cost of coverage via payroll deduction.
- B. Life Insurance and Accidental Death and Dismemberment of eight thousand dollars (\$8,000.00) each are provided at Company expense for employees who qualify under Section A for health insurance. Employees who meet the requirements except for the "non-duplication of coverage" provision shall still be provided this benefit.
- C. Short Term Disability Coverage. Eligible' employees will be eligible to participate in the Employer's voluntary short-term disability program pursuant to the rules and provisions of the plan. The employee's cost shall be adjustable based on age and estimated annual income.

Section 2. Layoff, Leave, Resign and Discharge and Health Insurance Continuation

- A. In the event of a layoff, the employer shall continue to contribute the monthly amount of the premium cost as provided in Sections 1A above for an eligible employee for the month following said layoff provided the employee pays the premium share for which they are responsible.
- B. An eligible employee who quits or is discharged shall not be entitled to any additional monthly contribution to the designated health maintenance organization. Such monthly contributions shall terminate on the last day worked for the Company.

ARTICLE 20 401 (k) PLAN

Section 1. Employees may choose to contribute between one percent (1%) and twenty percent (20%) of their weekly gross earnings to the standard Company 401(k) plan. The Company will match \$.50 for every \$1.00 up to a maximum of 4% of gross earnings.

ARTICLE 21 - GENERAL PROVISIONS

Section 1. All employees covered by this Agreement shall be covered by Worker's Compensation Insurance and by the Michigan Employment Security Act.

Section 2. The Company agrees that the Union shall have the right to establish shop stewards in accordance with the provisions of its constitution and by-laws. Such stewards shall be selected from among the employees of the establishment.

Section 3. A bulletin board will be provided for the sole use of the union for posting notices of meetings and other proper union activities.

Section 4. Properly authorized representatives of the Union shall be permitted to investigate conditions to see that the Agreement is being enforced, provided that no interview shall unreasonably interrupt the duties of any employee. Union representatives shall abide by the security rules in effect at G.M. Cadillac Luxury Car Division. The Company as well as the union representative shall conduct themselves in such a manner so as to carry out the intent and spirit of this section. Union representatives entering the facility will immediately announce themselves to the Cafeteria Manager on duty.

Section 5. The Company shall be responsible to provide a place for the safekeeping of employees' clothing and personal belongings in a place to which the public shall not have access. The Company shall provide a clean and comfortable dressing room for the employees.

Section 6. All parties to this Agreement represent that they will endeavor to the best of their ability to carry out all its terms and provisions.

#### ARTICLE 22 - RATES OF PAY

Section 1. Attached hereto, made a part hereof, and marked Exhibit "A," is a list of job classifications and the rate structure which became effective June 1, 2017.

Section 2. An employee temporarily assigned to work in a higher rated classification for one (1) hour or more shall receive the higher rate of pay for all hours worked in "the higher rated classification.

Section 3. Fifteen cents (\$.15) per hour shift differential shall be paid to those employees working on the second shift.

Section 4. The wage rates set forth in Exhibit "A" shall be considered as minimum rates only and this Agreement shall not interfere with the right of employees to receive higher wages for superior knowledge, ability, merit or any other reason. The non-listing of a job classification on the wage schedule shall not preclude the Union from representing any employees properly coming within the jurisdiction of the Union.

Section 5. Management reserves the right to have a working Chef/Cook on first shift. But if the position is filled by an hourly employee for more than six (6) months, the position will become a bargaining unit position.

#### ARTICLE 23 — UNIFORMS

The Company will furnish uniforms in accordance with the standard Company allowances (currently 3 shirts) as may be modified from time to time. Uniform pieces may be replaced as needed upon submission of the worn uniform to the employee's manager. If there is an issue with pants, the Company will work with that person on an individual basis for outside purchase with cash reimbursement for said uniform with receipt, within price guidelines.

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In addition, the Company shall pay up to a \$50 shoe allowance every year of this contract, with proof of purchase. Shoes purchases must be black, non-skid and slip resistant. (cleaned and polished).

ARTICLE 24 — TIP CAMPAIGN COMMITTEE

The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than thirty (30) days of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deductions by the payroll or other designated period and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provisions of this Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

ARTICLE 25 - SEPARABILITY

If any Article or Section of this Agreement is found to be invalid by operation of law or by any tribunal of competent jurisdiction during the life of this Agreement, then that Article or Section shall be null and void; however, all unaffected parts of this Agreement shall remain in full force and effect.

ARTICLE 26 - TERM OF AGREEMENT

This Agreement and all schedules attached hereto shall continue and remain in full force and effect through May 31, 2019. This Agreement shall continue in full force and effect from year-to-year thereafter, unless either party who desires to negotiate changes in this Agreement and the schedules attached hereto shall serve written notice on the other party by certified mail not less than sixty (60) days prior to May 31, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DINING MANAGEMENT

UNITE HERE LOCAL #24

Ben Trayer 7-24-17  
Date

[Signature] 7/24/2017  
Date

Wendy Kaul 7-24-17

EXHIBIT "A"  
WAGES AND JOB CLASSIFICATIONS

		Effective 6/25/17 + \$.35	Effective 7/8/18 +\$.35
Dining Preparation		12.00	12.35
Dining Associate		11.60	11.95

All new hires will have a start rate of \$10.00 and will follow the above progression of wage increases for the effective dates that occur after their hire.

It is understood that an employee assigned to the Grill Cook responsibility will be paid in accordance with the rate for Dining Preparation.

Employees with a minimum of 2 years seniority who are active as of the effective date of the following bonuses shall receive the designated and corresponding bonus amount which shall be paid as a gift card:

	Effective 6/25/17	Effective 07/08/18
	\$150	\$150

EXHIBIT "B"  
ATTENDANCE AND ABSENTEEISM POLICY

Attendance involves the following specifics:

1. Being tardy for work (reporting to work after said scheduled shift begins).
2. Being absent from work
3. Not following proper call-in procedures when absent.

All employees are expected to report to work and to report to work on time.

ABSENTEEISM

the following steps of discipline are in place for absenteeism:

- |                   |                        |
|-------------------|------------------------|
| 1. First Offense  | Counseling             |
| 2. Second Offense | Verbal Warning         |
| 3. Third Offense  | Written Warning        |
| 4. Fourth Offense | Second Written Warning |
| 5. First Offense  | Final Written          |
| 6. Sixth Offense  | Termination            |
- 

A no call-in, no show for two days will be considered a volunteer quit.

if an employee is absent for any multiple days this will be considered one (1) absence.

Paid sick/personal days will not be counted as a violation of this policy.

Qualified, pre-approved medical, personal, or FMLA leaves will not be counted as a violation of this policy.

TARDINESS POLICY

All employees are expected to report to work at their scheduled report time. Failure to do so will result in the following:

- |                    |                       |
|--------------------|-----------------------|
| 1. First Offense   | No Discipline         |
| 2. Second Offense  | No Discipline         |
| 3. Third Offense   | No Discipline         |
| 4. Fourth Offense  | Counseling            |
| 5. Fifth Offense   | Verbal Warning        |
| 6. Sixth Offense   | Written Warning       |
| 7. Seventh Offense | Final Written Warning |
| 8. Eight Offense   | Termination           |

Tardiness discipline progression on a rolling twelve (12) month basis. Each step will drop off after it is twelve (12) months old.

All employees must call to notify their supervisor when they know they are going to be late.

Date



## SIDE LETTER OF AGREEMENT

Continental Café, LLC, DBA Dining Management (hereinafter referred to as "the Employer" or "the Company") and UNITE HERE Local 24, AFL-CIO (hereinafter referred to as "the Union") are parties to a collective bargaining agreement (CBA) that is effective from June 1, 2017 through May 30, 2019 (hereinafter referred to as the "Agreement"). During the negotiations that resulted in the aforementioned collective bargaining agreement, the Employer and the Union agreed to the following:

### Article 11 VACATIONS and Article 12 HOLIDAYS:

Should the GM Hamtramck plant change from a 4 day work week to a 5 day work week during this Agreement, the Employer and the Union endeavor to reopen Articles 11 and 12 in the CBA for negotiations within 180 days of the plant returning to a 5 day operation, for the sole purpose of addressing holiday and vacation time only for the following:

- Dwanna Hughes
- Linda Moore

#### SIGNED ON BEHALF OF:

Continental Café, LLC,  
DBA Dining Management  
At GM Hamtramck Plant  
Detroit, Michigan

  
Wendy Karol

  
Bryan Troyer

7-24-17  
Date

#### SIGNED ON BEHALF OF:

UNITE HERE Local 24 AFL-CIO

  
Paul McAdams

7/24/2017  
Date