



COLLECTIVE BARGAINING AGREEMENT

Between

HBF APU



&

UNITEHERE! LOCAL 24



at

Detroit Metropolitan Wayne County Airport

March 1, 2017 to February 28, 2021

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This Agreement is effective from March 1, 2017, until February 28, 2021. It is between **HBF APU JV, LLC d/b/a HBF APU [HBF]** operating at the Detroit Metropolitan Wayne County Airport, [DTW] and **UNITE HERE, Local 24, AFL-CIO [Local 24]**.

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

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

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

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

§ 4. **Local 24 Membership.** Should there be a change in law, so that obtaining or continuing employment may be conditioned on the payment of union dues or service fees, **HBF** and **Local 24** agree that the following language shall govern:

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

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

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

(d) **Indemnify and Hold Harmless.** **Local 24** shall indemnify and hold harmless **HBF** and all of its owners, agents, employees, affiliated companies, successors, and assigns, from all claims, demands, and liabilities, including costs and attorneys' fees, to which any of them may be subjected by reason of the **HBF's** compliance with this Section.

§ 5. Checkoff.

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

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

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

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

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

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

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

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

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

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

§ 8. **Quarterly Reports.** HBF agrees to provide **Local 24** with quarterly seniority list. The list shall include each employee's full name, phone number, rate of pay, HBF date of hire, and classification date of hire. The information shall be provided in a computer format.

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

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

§ 11. **Local 24 Stewards.** Stewards shall be allowed reasonable time off from work, without loss of pay, in handling and adjusting grievances on the premises of HBF. Such time shall be taken only when the matter cannot be handled during non-working time and shall not interfere with any of HBF's operations. Stewards shall be allowed to handle and adjust grievances on HBF's premises during the stewards' non-working hours. Any steward handling or adjusting a grievance during working hours shall first notify her/his supervisor. HBF agrees that there will be no discrimination against any employee because she/he is carrying out the duties of shop steward.

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

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

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

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

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

§ 17. **Security Approval.** HBF agrees to issue badges to employees.

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

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

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

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

§ 22. **Positive Labor Relations.** A Labor-Management Committee comprised of bargaining unit representatives and management representatives will meet monthly to discuss issues of health and safety, operational issues, and any general Labor-Management Relations issues as they arise. This committee is intended to foster a spirit of cooperation and problem solving regarding workplace issues and concerns. Both HBF and Local 24 shall give good faith consideration to the views expressed in the meetings.

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

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

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

§ 26. **Seniority.**

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

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

(c) **Same Date Seniority.**

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

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

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

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

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

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

(c) **Emergency Bid Procedure.** If the situation is beyond **HBF's** control and poses an immediate impact on employee work shifts, **HBF** shall meet with Union Representatives for the purpose of explaining the situation and **HBF's** plan to address the situation prior to implementing its plan. In the absence of such an extraordinary situation, however, the bidding process shall customarily commence with **HBF's** meeting with **Local 24** *four (4) days* prior to the posting of the shifts to be bid. This meeting shall be solely for informational purposes and may be conducted utilizing the Labor-Management Meeting process in this Agreement. After this meeting, shift bids will be posted for a minimum of *seventy-two (72) hours* before the date of the actual bid. These bids shall go into effect no earlier than *seventy-two (72) hours* after the shift bidding process is completed.

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

- First, the job shall be posted within the brand;

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

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

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

§ 29. **Vacation Bidding.** Vacation schedules shall be posted *two (2) weeks* before the commencement of the vacation bid. The first bidding day will be in the first week of February. Bidders shall be called in order of their seniority. The bid will be run with bids made in *fifteen (15) minute* intervals. The bid will be overseen by **Local 24** and **HBF**. If an employee cannot be present at their designated bid time because the employee is out of town on vacation, has a verifiable emergency, or there are other circumstances beyond the employee's control that prevent the employee from being present, the employee may send a **Local 24** representative to bid by signed proxy. The employee must notify management of their proxy voter. If the employee cannot be present at their designated bid time because the employee is working at that time, and her/his proxy also cannot be present for any reason, **HBF** will call the employee. The following day, **HBF** and **Local 24** will meet to review the vacation schedule, if necessary. Vacation requests of *three (3) days* or less requires *two (2) weeks* notice via form supplied by management. Vacation requests shall be approved or not approved within *seven (7) days* of receipt of the form.

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

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

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

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

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

(b) **Vacancy.** Whenever a vacancy or promotion occurs, excluding those created by leaves of absence or vacations, it shall be made known to all employees in order to sign up to fill vacancies and promotions. The most senior employee having the requisite skill and ability shall be given preference over other applicants. **HBF's** determination on skill and ability may be challenged only on the grounds that it is arbitrary and capricious. **Local 24** shall be notified of the successful candidate. Upon transfer to the new brand/concept the employee shall work that schedule until the next scheduled shift bid.

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

(d) **No Loss of Seniority.** If **HBF** or an employee determines within the first *ninety (90) days* that an employee is unable to perform satisfactorily in a new classification, shift, or station, the employee will be allowed to return to her/his former position without loss of seniority.

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

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

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

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

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

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

§ 38. **Discipline.**

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

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

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

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

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

§ 41. **Limits on Disciplinary Write-Ups.** A copy of the disciplinary notices (or discharge notice), reflecting both the level of progressive discipline and the policy/rule violated by the employee, shall be issued to the employee at the time of the disciplinary meeting, and the employee shall acknowledge receipt. Disciplinary notices shall not be considered after *twelve (12) months*.

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

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

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

- Employees shall be informed during their training of the Airport and **HBF's** use of shoppers.
- **HBF's** shoppers shall provide factual reports of their observations of customer service situations and cash handling transactions. **HBF's** shoppers shall not use methods which would intimidate or confuse employees. **HBF** shall not employ shopping services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports.
- Employees and **Local 24** will, on request, be shown copies of any shopper reports which are retained in the employee's personnel file.
- **HBF** will inform the employee as soon as practicable of a shopper's report that may result in disciplinary action.

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

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

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

(c) **Step One (1).** Any employee having a grievance or **Local 24** acting on behalf of an employee or a group of employees having a grievance shall discuss the grievance with the appropriate manager within *fourteen (14) calendar days* after first knowledge of the grievance. In the interest of working relationships and resolving issues at the lowest possible level of involvement, managers and employees are encouraged to deal directly at *Step One (1)*, but the employee may have a steward present at such meeting.

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

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

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

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

(h) **Limitation of Arbitration.** An arbitrator shall not have any right or authority to add to, subtract from, or modify the terms and provisions of this Agreement. Further, the renewal, extension, modification, or amendment of this Agreement shall not be the subject matter of any grievance or arbitration procedure. The above notwithstanding, both parties shall present their entire case at the hearing, and no further evidence may be provided, absent prior written authorization of the arbitrator. The arbitrator shall be required to render a written decision to both parties as soon as possible, not to exceed *thirty (30) calendar days* after the hearing.

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

(j) **Sole Remedy Available.** The sole remedy available to any employee for any alleged breach of this Agreement shall be pursuant to the grievance procedure. However, nothing shall prevent an employee from electing to pursue a legal or statutory remedy. Such election, if any, will

bar any further or subsequent proceeding for economic or monetary relief under the **Grievance & Arbitration Procedure**.

**CHRONOLOGY AND CHART OF GRIEVANCE
& ARBITRATION PROCEDURE**

<u>Event</u>	<u>Total Maximum Calendar Days Elapsed</u>	<u>Calendar Days Elapsed Between Events</u>
Incident giving rise to grievance	---	---
Step 1: Discussion between employee and immediate manager (with shop steward, if elected)	<u>14</u>	<u>14</u>
Resolution with Immediate Manager	<u>28</u>	<u>14</u>
Step 2: Written Grievance provided to designated Department Head	<u>42</u>	<u>14</u>
Meeting with Department Head	<u>56</u>	<u>14</u>
Written response by Department Head	<u>70</u>	<u>14</u>
Step 3: Meeting between parties to resolve	<u>84</u>	<u>14</u>
Decision from meeting put in writing	<u>98</u>	<u>14</u>
Submit for Grievance Arbitration	<u>112</u>	<u>14</u>
After receipt of FMCS list of Arbitrators, Agree on Arbitrators	<u>126</u>	<u>14</u>
Strike Arbitrators	<u>140</u>	<u>14</u>
Arbitrator's Decision	<u>170</u>	<u>30</u>

**ILLUSTRATIVE CALENDAR
FOR GRIEVANCE & ARBITRATION SCHEDULE**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1 Incident	2	3	4	5	6	7
8	9	10	11	12	13	14
15 Discussion with Immediate Manager	16	17	18	19	20	21
22	23	24	25	26	27	28
29 Resolution with Immediate Manager	30	31	1	2	3	4
5	6	7	8	9	10	11
12 Written Grievance provided to designated Department Head	13	14	15	16	17	18
19	20	21	22	23	24	25
26 Meeting with Department Head	27	28	29	30	1	2
3	4	5	6	7	8	9
10 Written response by Department Head	11	12	13	14	15	16

17	18	19	20	21	22	23
24 Meeting between parties to resolve 1	25	26	27	28	29	30
8 Decision from meeting put in writing	9	10	11	12	13	14
15	16	17	18	19	20	21
22 Submit for Grievance Arbitration	23	24	25	26	27	28
29	30	1	2	3	4	5
6 After receipt of FMCS list of Arbitrators, Agree on Arbitrators	7	8	9	10	11	12
13	14	15	16	17	18	19
20 Strike Arbitrators	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20 Arbitrator's Decision	21	22	23	24

§ 46. Overtime.

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

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

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

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

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

HBF shall provide free meals and drinks for each employee for every work day.

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

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

Employees in tipped classifications (e.g., Servers and Bartenders) shall be compensated for any paid time off (i.e. vacation, holiday, and sick days; personal time; mandatory meeting times; bereavement time; and jury pay (less payment by the court)) at the "Benefit Rate" set forth below:

Year 1:	\$10.00 per hour
Year 2:	\$10.50 per hour
Years 3 and 4:	\$11.00 per hour

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

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

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

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

§ 54. **Paycheck Discrepancies.** HBF shall make every effort to resolve any pay discrepancy issues within five (5) days of the employee reporting such discrepancy.

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

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

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

§ 57. **Vacations.** Vacations shall be credited on a full-time employee's anniversary of service according to the following schedule:

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

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

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

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

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

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

§ 58. Holidays.

Holidays

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

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

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

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

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

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

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

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

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

<u>Years of Service</u>	<u>Time Afforded</u>
1 through 3 years	2 days
After 3 through 5 years	3 days
After 5 through 10 years	4 days
After 10 years	5 days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 67. **Jury Pay.** Any full-time employee who is called to and reports for jury duty shall be paid by HBF for each day spent in performing jury duty, to a maximum of *thirty (30) days*, if the employee otherwise would have been scheduled to work for HBF and is not able to work. For an employee who works a shift that bridges *two (2) work days*, the employee shall choose whether to work the shift before or after reporting on a day of jury

duty, provided the employee gives **HBF** as much notice as practicable. Jury duty pay shall be the amount equal to the difference between:

(a) The employee's regular straight time hourly rate for the number of hours, up to *eight (8) hours*, that she/he otherwise would have been scheduled to work, and;

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

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

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

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

§ 71. HBF's Health Insurance Plan. Bargaining unit employees will be covered under **HBF's** insurance plan which is detailed in **Appendix C-G**. Newly hired employees will notify **HBF** at time of hire if they intend to enroll in the **HBF** Health Insurance Plan. Newly hired employees will be eligible for benefit contributions on the first day of the first month after their probationary period. Employees that work an average of 30 hours per week are eligible to enroll in **HBF** Health Insurance. If an employee falls below *thirty (30) hours per week* average worked for the health insurance quarter the employee will be notified pursuant to §34. Should the employee fail to meet the hours requirement, they will be dropped from the plan as of July 31st.

HBF shall offer employee-only (Single) Medical Coverage under the TOTAL HEALTH CARE ZERO PLAN (HMO Basic 250/100) to all full-time post-probationary employees, as defined above. The employee contribution for premiums shall be capped at *ninety (\$90.00) dollars* per month. The employer shall bear any and all remaining costs for employee-only (Single) coverage. Employees may elect Single+1 or Family coverage, or coverage under the Total Health Point of Service (POS) Plan provided that the employee pays the entirety of the premium costs minus the equivalent of the employer share of employee-only (Single) costs for the Zero Plan. The employer will conduct an open enrollment in October of each year.

Should this Benefit Plan be deemed non-compliant under any local, state, or federal law, the parties agree to reopen the Health and Welfare provisions of this Agreement, whereby the parties will strive to agree upon a compliant benefit plan of equal or greater coverage without increasing the employee cost share of the premiums. Should the parties fail to reach a mutual resolution within *sixty (60) days* of notice of non-compliance to the other party, either party may refer the matter to arbitration under the provisions of this Agreement.

HBF shall make available the Cigna Dental Plan to all full-time post-probationary employees, as defined above. Employee will be responsible for the entire cost of such coverage. As of ratification of this Agreement, employee contributions were:

Coverage Type	Amount
Single	\$7.98 per week ¹
Single+1	\$18.27 per week ¹
Family	\$27.62 per week ¹

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

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

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

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


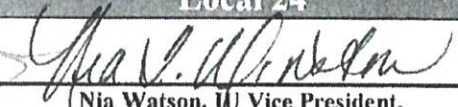

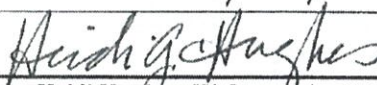
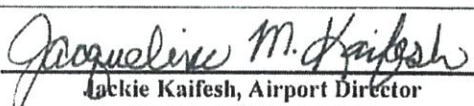
§ 76. **Health & Safety.** **HBF** shall provide a healthy and safe working environment consistent with the law.

§ 77. **Term of the Agreement.** This Agreement shall become effective on March 1, 2017 (the "Effective Date") and shall remain in full force and effect through and including February 28, 2021. This Agreement shall continue from year to year thereafter unless either party gives written notice with proof of receipt to the other party, to be received no more than *one hundred and twenty (120) days* nor less than *sixty (60) days* prior to the initial expiration or any yearly anniversary thereafter, of intention to reopen or modify this Agreement. This Agreement may only be amended, supplemented, rescinded, or otherwise altered by mutual agreement in writing between **HBF** and **Local 24**.

¹ Such employee contributions are subject to change pursuant to annual Cigna Dental Rates.

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

Dated:

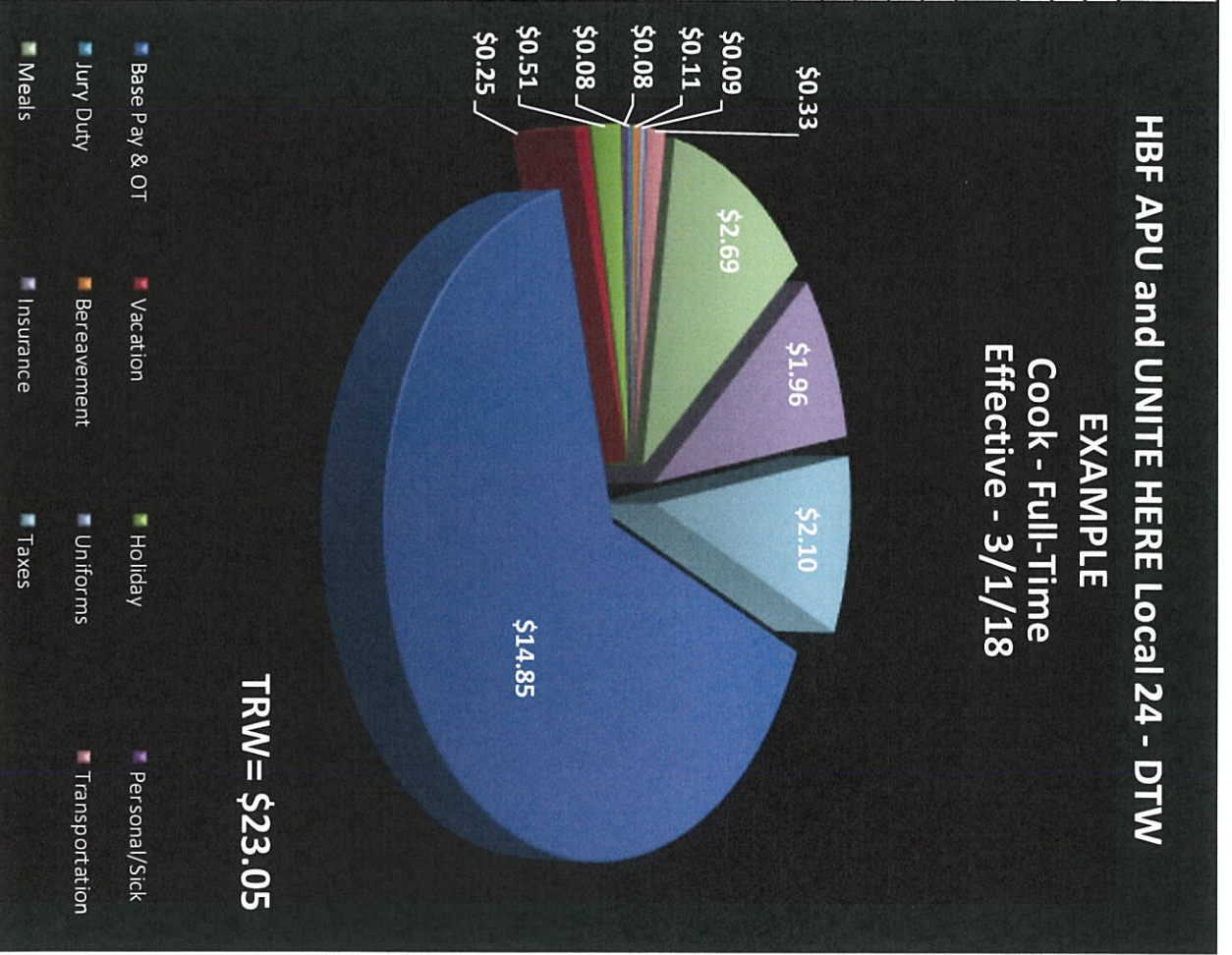
HBF APU	Local 24
 Regynald Washington, CEO Hojeij Branded Foods	 Nia Watson, IU Vice President, UNITE-HERE! International Union, and President UNITE HERE, Local 24
Dated: <u>10/4/18</u>	Dated: <u>7/25/18</u>
 Wael ElTabeach, VP Operations HBF APU, DTW	 Heidi Hughes, IU Organizing Director, UNITE HERE, International Union
Dated: <u>10/4/18</u>	Dated: <u>7/26/18</u>
	 Jackie Kaifesh, Airport Director UNITE HERE, Local 24 Dated: <u>7/26/18</u>

Appendix A – Wages.

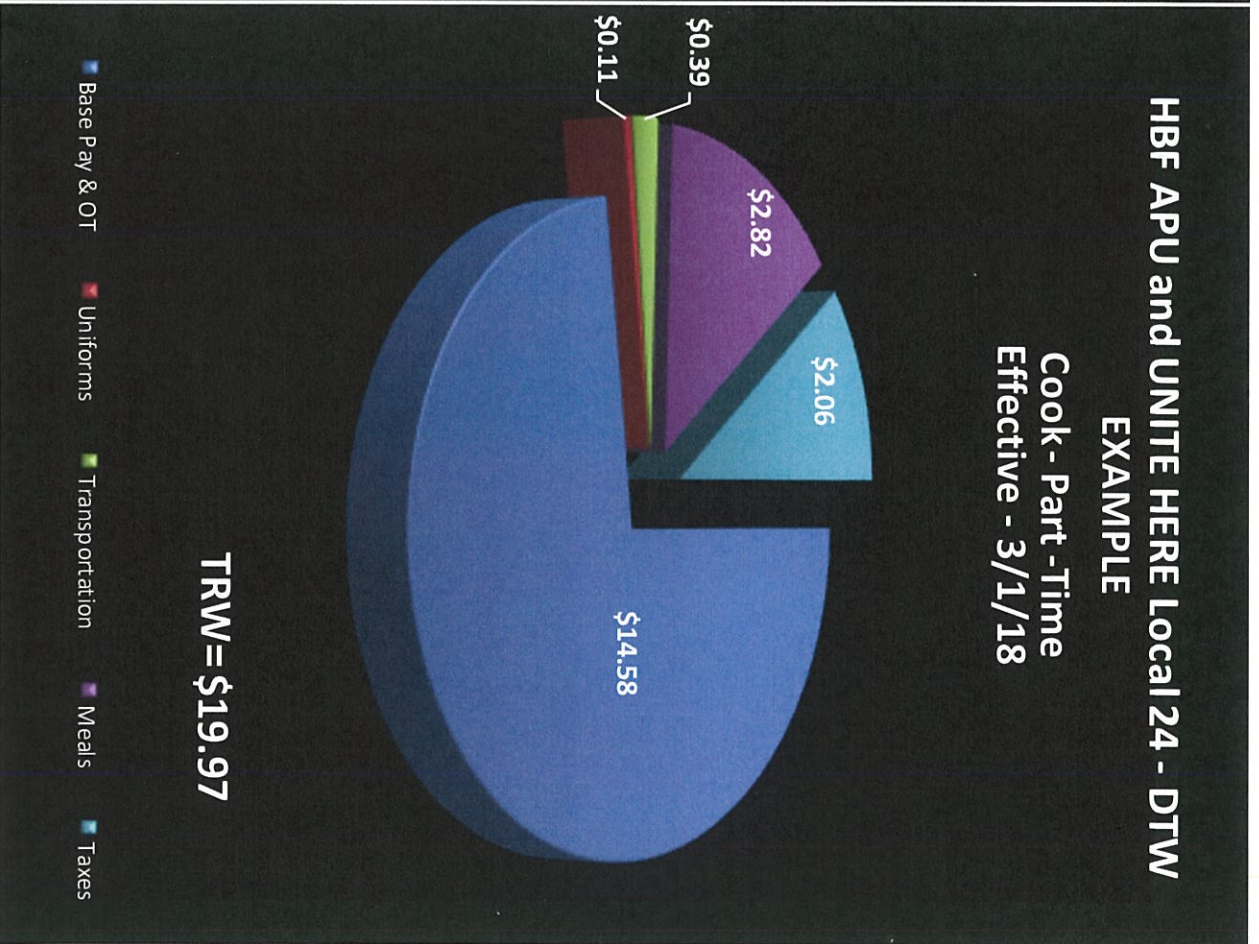
TIPPED				
	3/1/2017	3/1/2018	3/1/2019	3/1/2020
Server	Greater of \$4.30 or +\$0.40 per hour	Greater of \$4.80 or +\$0.40 per hour	Greater of \$5.40 or +\$0.40 per hour	Greater of \$5.95 or +\$0.40 per hour
Bartender	Greater of \$7.10 or +\$0.40 per hour	Greater of \$7.50 or +\$0.40 per hour	Greater of \$7.80 or +\$0.40 per hour	Greater of \$8.30 or +\$0.40 per hour
NON-TIPPED				
Backwaiter	Greater of \$10.45 or +\$0.40 per hour	Greater of \$10.85 or +\$0.40 per hour	Greater of \$11.45 or +\$0.40 per hour	Greater of \$11.85 or +\$0.40 per hour
Barista	Greater of \$10.50 or +\$0.40 per hour	Greater of \$10.90 or +\$0.40 per hour	Greater of \$11.45 or +\$0.40 per hour	Greater of \$12.00 or +\$0.40 per hour
Busser	Greater of \$10.45 or +\$0.40 per hour	Greater of \$10.85 or +\$0.40 per hour	Greater of \$11.45 or +\$0.40 per hour	Greater of \$11.85 or +\$0.40 per hour
Cashier	Greater of \$10.50 or +\$0.40 per hour	Greater of \$10.90 or +\$0.40 per hour	Greater of \$11.45 or +\$0.40 per hour	Greater of \$12.00 or +\$0.40 per hour
Cook	Greater of \$12.75 or +\$0.40 per hour	Greater of \$13.15 or +\$0.40 per hour	Greater of \$13.55 or +\$0.40 per hour	Greater of \$13.95 or +\$0.40 per hour
Food Prep.	Greater of \$11.00 or +\$0.40 per hour	Greater of \$11.50 or +\$0.40 per hour	Greater of \$12.00 or +\$0.40 per hour	Greater of \$12.40 or +\$0.40 per hour
Host/Hostess	Greater of \$10.45 or +\$0.40 per hour	Greater of \$10.85 or +\$0.40 per hour	Greater of \$11.40 or +\$0.40 per hour	Greater of \$11.90 or +\$0.40 per hour
Leader	Greater of \$12.75 or +\$0.40 per hour	Greater of \$13.15 or +\$0.40 per hour	Greater of \$13.55 or +\$0.40 per hour	Greater of \$14.05 or +\$0.40 per hour
Utility	Greater of \$10.50 or +\$0.40 per hour	Greater of \$10.90 or +\$0.40 per hour	Greater of \$11.45 or +\$0.40 per hour	Greater of \$11.85 or +\$0.40 per hour

Appendix B – Total Real Wage Pie Charts.

	3/1/18	Hourly Rate	Total Annual Hours	Total Annual Cost
Base Pay		\$13.46	1612	\$21,697.52
Overtime 1.5x BR		\$1.70	138.84	\$2,803.18
Break 15min/4hrs			100.75	
Total Compensable Productive Work Time		\$14.85	1650.09	\$ 24,500.70
Vacation (W)	1	\$0.25	31	\$417.26
Holiday (D)	7	\$0.51	42	\$847.98
Sick/Personal (D)	2	\$0.08	12	\$126.00
Jury Duty (D)	2	\$0.08	12	\$126.00
Bereavement (D)	3	\$0.11	18	\$189.00
Total Compensable Non-Productive Work Time		\$1.03	115.00	\$1,706.24
Uniforms	3	\$0.09		\$156.00
Transportation		\$0.33		\$540.00
Meals		\$2.69		\$4,433.00
Insurance		\$1.96		\$3,240.00
Total		\$5.07		\$8,369.00
Taxes & Workers Comp		\$2.10		\$3,466.85
Total		\$2.10		\$3,466.85

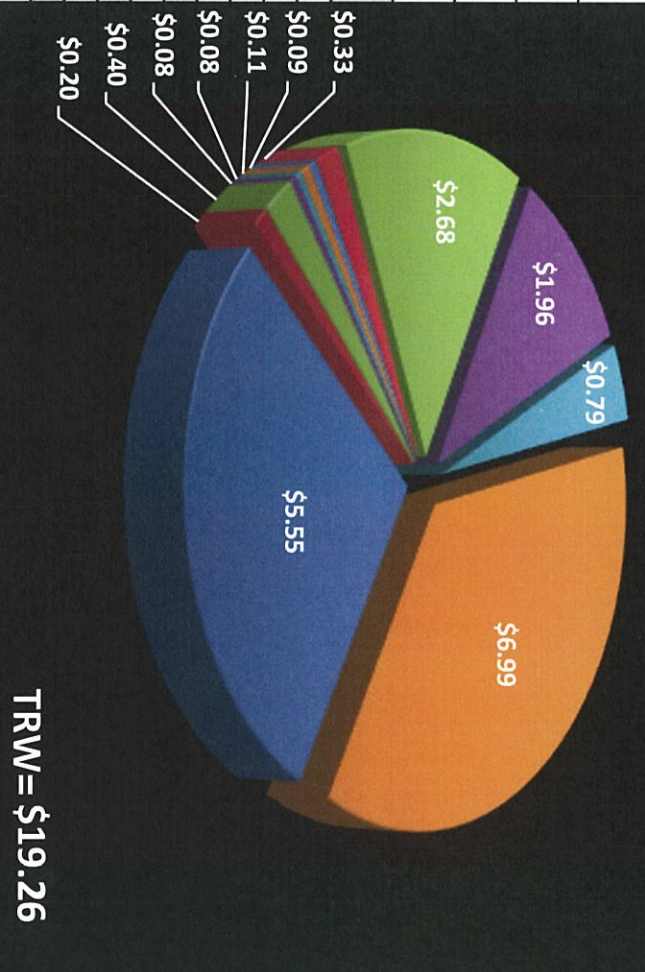


	3/1/18	Hourly Rate	Total Annual Hours	Total Annual Cost
Base Pay		\$13.46	1404	\$18,897.84
Overtime 1.5x BR		\$0.77	52	\$1,049.88
Break 15min/4hrs			87.75	
Total Compensable Productive Work Time		\$14.58	1368.3	\$19,947.72
Uniforms	3	\$0.11		\$156.00
Transportation		\$0.39		\$540.00
Meals		\$2.82		\$3,861.00
Total		\$3.33		\$4,557.00
Taxes & Workers Comp	14.15%	\$2.06		\$2,822.60
Total		\$2.06		\$2,822.60
Total Real Wage Per Productive Hour		\$19.97		\$27,327.32



	3/1/18	Hourly Rate	Total Annual Hours	Total Annual Cost
Base Pay		\$5.03	1612	\$8,108.36
Overtime 1.5x BR		\$0.64	140.4	\$1,059.32
Break 15min/4hrs			100.75	
Total Compensable Productive Work Time		\$5.55	1651.7	\$9,167.68
Vacation (W)	1	\$0.20	31	\$325.50
(Benefit Rate -\$10.5)				
Holiday (D)				
(Benefit Rate -\$10.5)				
(Work Half)	7	\$0.40	42	\$661.50
Sick/Personal (D)				
(Benefit Rate -\$10.5)	2	\$0.08	12	\$126.00
Jury Duty (D)				
(Benefit Rate -\$10.5)	2	\$0.08	12	\$126.00
Bereavement (D)				
(Benefit Rate -\$10.5)	3	\$0.11	18	\$189.00
Total Compensable Non-Productive Work Time		\$0.86	115	\$1,428.00
Uniforms	3	\$0.09		\$156.00
Transportation		\$0.33		\$540.00
Meals		\$2.68		\$4,433.00
Insurance		\$1.96		\$3,240.00
Total		\$5.07		\$8,369.00
Taxes & Workers Comp	14.15%	\$0.79		\$1,297.23
Total		\$0.79		\$1,297.23
Tips - Estimate \$6.99/hr		\$6.99		\$12,249.28
Total		\$6.99		\$12,249.28
Total Real Wage Per Productive Hour		\$19.26		\$32,511.18

HBF APU and UNITE HERE Local 24 - DTW
EXAMPLE
Server - Full-Time
Effective - 3/1/18



- Base Pay & OT
- Vacation
- Holiday
- Personal/Stick
- Jury Duty
- Bereavement
- Uniforms
- Transportation
- Meals
- Insurance
- Taxes
- Tips

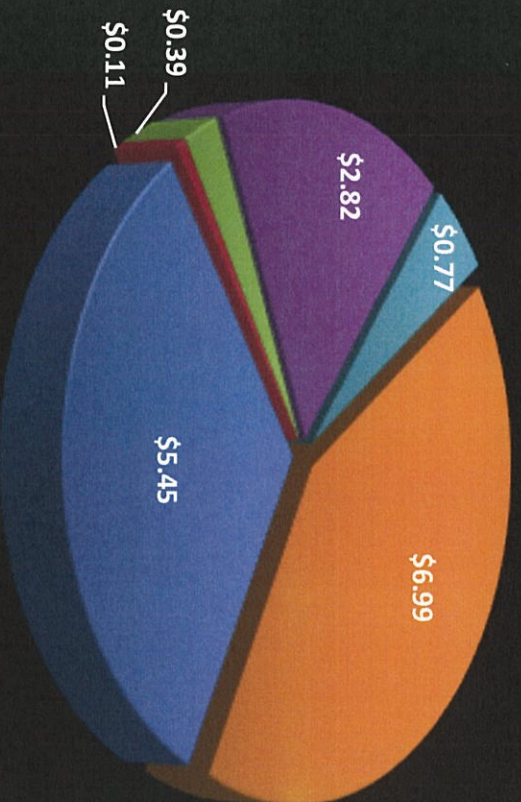
	3/1/18	Hourly Rate	Total Annual Hours	Total Annual Cost
Base Pay		\$5.03	1404	\$7,062.12
Overtime 1.5x BR		\$0.29	52	\$392.34
Break 15min/4hrs			87.75	
Total Compensable Productive Work Time		\$5.45	1368.25	\$7,454.46
Uniforms	3	\$0.11		\$156.00
Transportation		\$0.39		\$540.00
Meals		\$2.82		\$3,861.00
Total		\$3.33		\$4,557.00
Taxes & Workers Comp	14.15%	\$0.77		\$1,054.81
Total		\$0.77		\$1,054.81
Tips		\$6.99		\$10,177.44
Total		\$6.99		\$10,177.44

Total Real Wage Per Productive Hour		\$16.54		\$23,243.71
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HBF APU and UNITE HERE Local 24 - DTW

EXAMPLE

Server- Part-Time
Effective - 3/1/18



TRW = \$16.54

- Base Pay & OT
- Uniforms
- Transportation
- Meals
- Taxes
- Tips

Appendix C – Total Healthcare – Zero



Total HMO Basic 250/100 (\$20/\$40 RX)

Benefit Summary - Large Group - 2B100B

BENEFIT INFORMATION

MEDICAL

Deductible	\$0 Annual per Member \$0 Annual per Family
Coinsurance	0%
Out-of-Pocket Maximum	\$1,500 per Member \$3,000 per Family

PHARMACY

Deductible	\$0 per Member \$0 per Family
Coinsurance	0%
Out-of-Pocket Maximum	\$4,850 per Member \$9,700 per Family
Combined Out-of-Pocket Maximum	\$6,350 per Member \$12,700 per Family

PHYSICIAN/PREVENTIVE SERVICES

Primary Care Visit	\$20 Co-Pay
Specialty Care	\$40 Co-Pay
Preventive Care/Screening/Immunizations	100% Coverage
Prenatal and Postnatal Care (One Time Co-Pay)	\$40 Co-Pay
Well Baby Visits	100% Coverage
Allergy Injections	\$40 Co-Pay
Allergy Testing	\$40 Co-Pay
Chiropractic Care (Limited to 20 visits per calendar year)	\$40 Co-Pay
PT/OT/ST (Limited to 45 visits per calendar year combined)	\$40 Co-Pay
Diabetes Education	100% Coverage
Dietician Services (Nutritional Counseling)	100% Coverage
Mammograms	100% Coverage
Weight Loss Programs	100% Coverage

INPATIENT SERVICES

Inpatient Stay	\$250 Co-Pay
Inpatient Physician & Surgical Services	100% Coverage
Delivery & All Inpatient Services for Maternity Care	\$250 Co-Pay
Reconstructive Surgery	\$250 Co-Pay
Transplant	\$250 Co-Pay

OUTPATIENT SERVICES

Outpatient Surgery Physician/Surgical Services	100% Coverage
Outpatient Facility Fee	\$100 Co-Pay
Outpatient Rehabilitation Services	\$40 Co-Pay
Chemotherapy	100% Coverage
Dialysis	100% Coverage
Imaging (CT/PET Scans, MRIs)	100% Coverage
Infusion Therapy	100% Coverage
Laboratory Outpatient & Professional Services	100% Coverage
Radiation Therapy	100% Coverage
Temporomandibular Joint Disorders	50% Coverage
X-Rays & Diagnostic Imaging	100% Coverage



Total HMO Basic 250/100 (\$20/\$40 RX)

BENEFIT INFORMATION**EMERGENCY/AFTER HOURS MEDICAL SERVICES**

Emergency Room	\$150 Co-Pay
Urgent Care	\$40 Co-Pay
Ambulance Services (When medically necessary)	\$75 Co-Pay

MENTAL HEALTH/SUBSTANCE ABUSE SERVICES

Mental/Behavioral Health Outpatient Services	\$40 Co-Pay
Mental/Behavioral Health Inpatient Services	\$250 Co-Pay
Substance Abuse Outpatient	\$40 Co-Pay
Substance Abuse Intermediate	\$100 Co-Pay
Substance Abuse Inpatient	\$250 Co-Pay

OTHER SERVICES

Home Health Care (Limited to 100 days per calendar year)	100% Coverage
Skilled Nursing Facility (Limited to 45 days per calendar year)	100% Coverage
Hospice Services	100% Coverage

DURABLE MEDICAL EQUIPMENT/PROSTHETIC DEVICES

DME	100% Coverage
Prosthetic Devices	100% Coverage

HEARING SERVICES

Hearing Exam	100% Coverage
Hearing Aids	Plan pays a max \$600 per ear every 3 years

VISION SERVICES

Routine Eye Exam (Adult & Pediatric)	100% Coverage
Eye Glasses for Adults	100% Coverage on selected lenses & frames
Eye Glasses for Children	100% Coverage on selected lenses & frames

PHARMACY

Generic Drugs	\$20 Co-Pay
Preferred Brand Name Drugs	\$40 Co-Pay
90-day supply Medications available through Plan's Mail Order Pharmacy	2 times the normal Co-Pay

The Benefits described above are intended to be only a Summary Description. For details, please review the Certificate of Coverage Agreement.

Appendix D – Total Healthcare – POS Low



Total Select Low Deductible (\$20/\$40 RX)

BENEFIT INFORMATION	THC NETWORK	COFINITY NETWORK
MEDICAL		
Deductible	\$300 Annual per Member \$600 Annual per Family	\$1,000 Annual per Member \$2,000 Annual per Family
Coinsurance	0%	25%
Out-of-Pocket Maximum	\$2,000 per Member \$4,000 per Family	\$2,000 per Member \$4,000 per Family
PHARMACY		
Deductible		\$0 per Member \$0 per Family
Coinsurance		0%
Out-of-Pocket Maximum		\$4,350 per Member \$8,700 per Family
Combined Out-of-Pocket Maximum		\$6,350 per Member \$12,700 per Family
PHYSICIAN/PREVENTIVE SERVICES		
Primary Care Visit	\$15 Co-Pay	\$30 Co-Pay
Specialty Care	\$30 Co-Pay	\$40 Co-Pay
Preventive Care/Screening/Immunizations	100% Coverage	\$30 Co-Pay
Prenatal and Postnatal Care (One Time Co-Pay)	\$30 Co-Pay	\$40 Co-Pay
Well Baby Visits	100% Coverage	\$30 Co-Pay
Allergy Injections	\$30 Co-Pay	\$40 Co-Pay
Allergy Testing	\$30 Co-Pay	\$40 Co-Pay
Chiropractic Care (Limited to 20 visits per calendar year)	\$30 Co-Pay	\$40 Co-Pay
PT/OT/ST (Limited to 45 visits per calendar year combined)	\$30 Co-Pay	\$40 Co-Pay
Diabetes Education	100% Coverage	Covered in THC Network only
Dietician Services (Nutritional Counseling)	100% Coverage	Covered in THC Network only
Mammograms	100% Coverage	\$40 Co-Pay
Weight Loss Programs	100% Coverage	Covered in THC Network only
INPATIENT SERVICES		
Inpatient Stay	\$150 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Inpatient Physician & Surgical Services	\$150 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Delivery & All Inpatient Services for Maternity Care	\$150 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Reconstructive Surgery	\$150 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Transplant	\$150 Co-Pay & Subject to Deductible	Covered in THC Network only
OUTPATIENT SERVICES		
Outpatient Surgery Physician/Surgical Services	\$50 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Outpatient Facility Fee	\$50 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Outpatient Rehabilitation Services	\$30 Co-Pay	\$40 Co-Pay
Chemotherapy	\$50 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Dialysis	\$50 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Imaging (CT/PET Scans, MRIs)	\$50 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Infusion Therapy	\$50 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Laboratory Outpatient & Professional Services	\$50 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Radiation Therapy	\$50 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Temporomandibular Joint Disorders	50% Coverage	50% Coverage
X-Rays & Diagnostic Imaging	\$50 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible



Total Select Low Deductible (\$20/\$40 RX)

BENEFIT INFORMATION	THC NETWORK	COFINITY NETWORK
EMERGENCY/AFTER HOURS MEDICAL SERVICES		
Emergency Room	\$100 Co-Pay	\$100 Co-Pay
Urgent Care	\$20 Co-Pay	\$40 Co-Pay
Ambulance Services (When medically necessary)	\$75 Co-Pay	\$75 Co-Pay
MENTAL HEALTH/SUBSTANCE ABUSE SERVICES		
Mental/Behavioral Health Outpatient Services	\$30 Co-Pay	\$40 Co-Pay
Mental/Behavioral Health Inpatient Services	\$150 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Substance Abuse Outpatient	\$30 Co-Pay	\$40 Co-Pay
Substance Abuse Intermediate	\$100 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Substance Abuse Inpatient	\$150 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
OTHER SERVICES		
Home Health Care (Limited to 100 days per calendar year)	100% Coverage	Covered in THC Network only
Skilled Nursing Facility (Limited to 45 days per calendar year)	100% Coverage after Deductible	Covered in THC Network only
Hospice Services	100% Coverage	Member pay Coinsurance after Deductible
DURABLE MEDICAL EQUIPMENT/PROSTHETIC DEVICES		
DME	100% Coverage	Covered in THC Network Only
Prosthetic Devices	100% Coverage	Covered in THC Network Only
HEARING SERVICES		
Hearing Exam	100% Coverage	Covered in THC Network Only
Hearing Aids	Plan pays a max \$600 per ear every 3 years	Covered in THC Network Only
VISION SERVICES		
Routine Eye Exam (Adult & Pediatric)	100% Coverage	Covered in THC Network Only
Eye Glasses for Adults	100% Coverage on selected lenses & frames	Covered in THC Network Only
Eye Glasses for Children	100% Coverage on selected lenses & frames	Covered in THC Network Only
PHARMACY SERVICES		
Generic Drugs	\$20 Co-Pay	\$20 Co-Pay
Specialty Drugs	\$40 Co-Pay	\$40 Co-Pay
90-day supply Medications available through Plan's Mail Order Pharmacy	2 times the normal Co-Pay	2 times the normal Co-Pay

The Benefits described above are intended to be only a Summary Description. For details, please review the Certificate of Coverage Agreement.

Appendix E – Total Healthcare – POS Mid



Total Select Mid Deductible (\$20/\$40 RX)

BENEFIT INFORMATION	THC NETWORK	COFINITY NETWORK
MEDICAL		
Deductible	\$500 Annual per Member \$1,000 Annual per Family	\$1,500 Annual per Member \$3,000 Annual per Family
Coinsurance	0%	25%
Out-of-Pocket Maximum	\$2,500 per Member \$5,000 per Family	\$2,500 per Member \$5,000 per Family
PHARMACY		
Deductible		\$0 per Member \$0 per Family
Coinsurance		0%
Out-of-Pocket Maximum		\$3,850 per Member \$7,700 per Family
Combined Out-of-Pocket Maximum		\$6,350 per Member \$12,700 per Family
PHYSICIAN/PREVENTIVE SERVICES		
Primary Care Visit	\$15 Co-Pay	\$40 Co-Pay
Specialty Care	\$30 Co-Pay	\$50 Co-Pay
Preventive Care/Screening/Immunizations	100% Coverage	\$40 Co-Pay
Prenatal and Postnatal Care (One Time Co-Pay)	\$30 Co-Pay	\$50 Co-Pay
Well Baby Visits	100% Coverage	\$40 Co-Pay
Allergy Injections	\$30 Co-Pay	\$50 Co-Pay
Allergy Testing	\$30 Co-Pay	\$50 Co-Pay
Chiropractic Care (Limited to 20 visits per calendar year)	\$30 Co-Pay	\$50 Co-Pay
PT/OT/ST (Limited to 45 visits per calendar year combined)	\$30 Co-Pay	\$50 Co-Pay
Diabetes Education	100% Coverage	Covered in THC Network only
Dietician Services (Nutritional Counseling)	100% Coverage	Covered in THC Network only
Mammograms	100% Coverage	\$50 Co-Pay
Weight Loss Programs	100% Coverage	Covered in THC Network only
INPATIENT SERVICES		
Inpatient Stay	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Inpatient Physician & Surgical Services	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Delivery & All Inpatient Services for Maternity Care	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Reconstructive Surgery	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Transplant	100% Coverage after Deductible	Covered in THC Network only
OUTPATIENT SERVICES		
Outpatient Surgery Physician/Surgical Services	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Outpatient Facility Fee	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Outpatient Rehabilitation Services	\$30 Co-Pay	\$50 Co-Pay
Chemotherapy	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Dialysis	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Imaging (CT/PET Scans, MRIs)	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Infusion Therapy	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Laboratory Outpatient & Professional Services	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Radiation Therapy	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Temporomandibular Joint Disorders	50% Coverage	50% Coverage
X-Rays & Diagnostic Imaging	100% Coverage after Deductible	Member pay Coinsurance after Deductible



Total Select Mid Deductible (\$20/\$40 RX)

BENEFIT INFORMATION	THC NETWORK	COFINITY NETWORK
EMERGENCY/AFTER HOURS MEDICAL SERVICES		
Emergency Room	\$125 Co-Pay	\$125 Co-Pay
Urgent Care	\$30 Co-Pay	\$60 Co-Pay
Ambulance Services (When medically necessary)	\$75 Co-Pay	\$75 Co-Pay
MENTAL HEALTH/SUBSTANCE ABUSE SERVICES		
Mental/Behavioral Health Outpatient Services	\$30 Co-Pay	\$50 Co-Pay
Mental/Behavioral Health Inpatient Services	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Substance Abuse Outpatient	\$30 Co-Pay	\$50 Co-Pay
Substance Abuse Intermediate	\$100 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Substance Abuse Inpatient	100% Coverage after Deductible	Member pay Coinsurance after Deductible
OTHER SERVICES		
Home Health Care (Limited to 100 days per calendar year)	100% Coverage	Covered in THC Network only
Skilled Nursing Facility (Limited to 45 days per calendar year)	100% Coverage after Deductible	Covered in THC Network only
Hospice Services	100% Coverage	Member pay Coinsurance after Deductible
DURABLE MEDICAL EQUIPMENT/PROSTHETIC DEVICES		
DME	100% Coverage	Covered in THC Network Only
Prosthetic Devices	100% Coverage	Covered in THC Network Only
HEARING SERVICES		
Hearing Exam	100% Coverage	Covered in THC Network Only
Hearing Aids	Plan pays a max \$600 per ear every 3 years	Covered in THC Network Only
VISION SERVICES		
Routine Eye Exam (Adult & Pediatric)	100% Coverage	Covered in THC Network Only
Eye Glasses for Adults	100% Coverage on selected lenses & frames	Covered in THC Network Only
Eye Glasses for Children	100% Coverage on selected lenses & frames	Covered in THC Network Only
PHARMACY SERVICES		
Generic Drugs	\$20 Co-Pay	\$20 Co-Pay
Specialty Drugs	\$40 Co-Pay	\$40 Co-Pay
90-day supply Medications available through Plan's Mail Order Pharmacy	2 times the normal Co-Pay	2 times the normal Co-Pay

The Benefits described above are intended to be only a Summary Description. For details, please review the Certificate of Coverage Agreement.

Appendix F – Total Healthcare – POS High



Total Select High Deductible (\$20/\$40 RX)

BENEFIT INFORMATION	THC NETWORK	COFINITY NETWORK
MEDICAL		
Deductible	\$1,000 Annual per Member \$2,000 Annual per Family	\$2,000 Annual per Member \$4,000 Annual per Family
Coinsurance	0%	25%
Out-of-Pocket Maximum	\$4,000 per Member \$8,000 per Family	\$4,000 per Member \$8,000 per Family
PHARMACY		
Deductible		\$0 per Member \$0 per Family
Coinsurance		0%
Out-of-Pocket Maximum		\$2,350 per Member \$4,700 per Family
Combined Out-of-Pocket Maximum		\$6,350 per Member \$12,700 per Family
PHYSICIAN/PREVENTIVE SERVICES		
Primary Care Visit	\$20 Co-Pay	\$50 Co-Pay
Specialty Care	\$40 Co-Pay	\$60 Co-Pay
Preventive Care/Screening/Immunizations	100% Coverage	\$50 Co-Pay
Prenatal and Postnatal Care (One Time Co-Pay)	\$40 Co-Pay	\$60 Co-Pay
Well Baby Visits	100% Coverage	\$50 Co-Pay
Allergy Injections	\$40 Co-Pay	\$60 Co-Pay
Allergy Testing	\$40 Co-Pay	\$60 Co-Pay
Chiropractic Care (Limited to 20 visits per calendar year)	\$40 Co-Pay	\$60 Co-Pay
PT/OT/ST (Limited to 45 visits per calendar year combined)	\$40 Co-Pay	\$60 Co-Pay
Diabetes Education	100% Coverage	Covered in THC Network only
Dietician Services (Nutritional Counseling)	100% Coverage	Covered in THC Network only
Mammograms	100% Coverage	\$60 Co-Pay
Weight Loss Programs	100% Coverage	Covered in THC Network only
INPATIENT SERVICES		
Inpatient Stay	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Inpatient Physician & Surgical Services	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Delivery & All Inpatient Services for Maternity Care	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Reconstructive Surgery	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Transplant	100% Coverage after Deductible	Covered in THC Network only
OUTPATIENT SERVICES		
Outpatient Surgery Physician/Surgical Services	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Outpatient Facility Fee	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Outpatient Rehabilitation Services	\$40 Co-Pay	\$60 Co-Pay
Chemotherapy	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Dialysis	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Imaging (CT/PET Scans, MRIs)	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Infusion Therapy	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Laboratory Outpatient & Professional Services	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Radiation Therapy	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Temporomandibular Joint Disorders	50% Coverage	50% Coverage
X-Rays & Diagnostic Imaging	100% Coverage after Deductible	Member pay Coinsurance after Deductible



Total Select High Deductible (\$20/\$40 RX)

BENEFIT INFORMATION	THC NETWORK	COFINITY NETWORK
EMERGENCY/AFTER HOURS MEDICAL SERVICES		
Emergency Room	\$150 Co-Pay	\$150 Co-Pay
Urgent Care	\$40 Co-Pay	\$75 Co-Pay
Ambulance Services (When medically necessary)	\$75 Co-Pay	\$75 Co-Pay
MENTAL HEALTH/SUBSTANCE ABUSE SERVICES		
Mental/Behavioral Health Outpatient Services	\$40 Co-Pay	\$60 Co-Pay
Mental/Behavioral Health Inpatient Services	100% Coverage after Deductible	Member pay Coinsurance after Deductible
Substance Abuse Outpatient	\$40 Co-Pay	\$60 Co-Pay
Substance Abuse Intermediate	\$100 Co-Pay & Subject to Deductible	Member pay Coinsurance after Deductible
Substance Abuse Inpatient	100% Coverage after Deductible	Member pay Coinsurance after Deductible
OTHER SERVICES		
Home Health Care (Limited to 100 days per calendar year)	100% Coverage	Covered in THC Network only
Skilled Nursing Facility (Limited to 45 days per calendar year)	100% Coverage after Deductible	Covered in THC Network only
Hospice Services	100% Coverage	Member pay Coinsurance after Deductible
DURABLE MEDICAL EQUIPMENT/PROSTHETIC DEVICES		
DME	100% Coverage	Covered in THC Network Only
Prosthetic Devices	100% Coverage	Covered in THC Network Only
HEARING SERVICES		
Hearing Exam	100% Coverage	Covered in THC Network Only
Hearing Aids	Plan pays a max \$600 per ear every 3 years	Covered in THC Network Only
VISION SERVICES		
Routine Eye Exam (Adult & Pediatric)	100% Coverage	Covered in THC Network Only
Eye Glasses for Adults	100% Coverage on selected lenses & frames	Covered in THC Network Only
Eye Glasses for Children	100% Coverage on selected lenses & frames	Covered in THC Network Only
PHARMACY SERVICES		
Generic Drugs	\$20 Co-Pay	\$20 Co-Pay
Specialty Drugs	\$40 Co-Pay	\$40 Co-Pay
90-day supply Medications available through Plan's Mail Order Pharmacy	2 times the normal Co-Pay	2 times the normal Co-Pay

The Benefits described above are intended to be only a Summary Description. For details, please review the Certificate of Coverage Agreement.

Appendix G – Dental Insurance

Cigna Dental Plan Summary 2017/2018

Services	Amount You Pay
Preventive Services	Exams, Cleaning, X-Rays – 100%
Deductible	Applies to basic and major services only-\$50 (3 per Family Maximum)
Basic Services	Fillings, Simple Extractions, Minor Oral Surgery-80% after Deductible
Major Services	Endodontics, Periodontics, Root Canals, Crowns-50% after Deductible
Annual Maximum	\$1,000
Orthodontia	Covered for dependents up to age 19 only, no deductible-50%
Orthodontia Maximum	\$1,000

Appendix H – Weingarten Notice Card

Weingarten Rights

Am I going to be disciplined?

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

I want a shop steward!

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

Shop Steward: _____



Insert Union
Printer's symbol **

UNITE HERE! Local 24

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

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

***UNION WEBSITE:*
www.local24unitehere.org**

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



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

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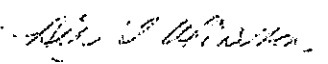
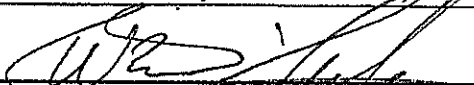
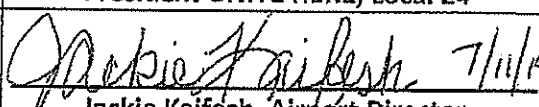
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this ___ day of June, 2018 by and between HBF APU JV, LLC and UNITE HERE, Local 24, AFL-CIO (collectively the "Parties") concerning Cat Cora Taproom bargaining unit employees ("Cat Cora employees").

1. Effective July 1, 2018, the Parties agree to adopt the Collective Bargaining Agreement between HBF APU JV, LLC and UNITE HERE, Local 24, AFL-CIO (March 1, 2017 through February 28, 2021) (the "CBA") for the Cat Cora employees, with the following provisions:
 - a. Cat Cora employees will be accreted into the overall bargaining unit covered by the CBA, consistent with the Union's majority status certified on March 12, 2018, by Arbitrator Mark Glazer.
 - b. All contractual entitlements for Cat Cora employees shall commence on July 1, 2018, with no retroactive pay or benefits.
 - c. Employees from other brands who bid into Cat Cora's Taproom pursuant to Section 27 of the CBA must successfully complete the unique brand and service training developed by Cat Cora before they can begin working there. Employees who do not successfully complete this training, as determined by Cat Cora's Taproom management, shall be returned to their prior position, subject to the seniority provisions of the CBA.

Dated:

Dated: 7/11/18

HBF APU	Local 24
 Regynald Washington Vice President Metro Airport Partners JV, LLC	 Nia Winston, IU Vice President, UNITE HERE! International Union, and President UNITE HERE, Local 24
 Wael ElTabeach, VP Operations HBF APU, DTW	 7/11/18 Jackie Kaifesh, Airport Director UNITE HERE, Local 24