

COLLECTIVE BARGAINING AGREEMENT

between

HOST INTERNATIONAL INC.

at

DETROIT METROPOLITAN (WAYNE COUNTY) AIRPORT

and

UNITE HERE LOCAL 24

Effective March 25, 2013 to March 31, 2015

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## AGREEMENT

THIS AGREEMENT is effective as of the 25<sup>th</sup> day of March 2013, by and between UNITE HERE - Local 24, hereinafter referred to as the "Union," and Host International, Inc., hereinafter referred to as the "Employer" or the "Company."

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

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

#### 1.1 Recognition.

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

#### 1.2 New Classifications.

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

#### 1.3 Union Membership.

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

#### 1.4 Failure to Maintain Union Membership.

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

#### 1.5 Check-Off.

The Employer, after receipt of written authorization from each employee, shall deduct the initiation fees and dues from each Union member's paycheck due to him or her on the first payday of each month and shall transmit them in alphabetical order no later than the 24th day of the month to the Secretary-Treasurer of the Union. No such sums shall be deducted by the Employer from any employee's wage unless and until the employee has voluntarily signed a waiver card authorizing the deduction of the same, such assignment not being irrevocable for a period longer than one year or at the termination of this Agreement, which first occurs, Failure by the employee to revoke such authorization shall automatically renew the authorization on a



year-to-year basis. Any member who does not receive a paycheck on the first payday of the month, or who has other deductions from said paycheck which have priority by law, (e.g., F.I.C.A., federal, state, city income taxes, etc.) and does not have sufficient pay remaining to have the initiation fees and/or dues checked off, in full or part, shall have his/her dues and/or initiation fees, or any portion thereof not previously deducted, deducted from the paycheck of the next payday or succeeding paydays of the month until deducted in full. Said amount so deducted will be transmitted to the Union by the 24th day of the following month. If sufficient dues and/or initiation fees are not deducted for the current month, a double deduction made in the same manner as aforescribed will be made the following month or months in order to bring the member up to date. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he or she leaves the employ of the Employer for any reason. The Employer agrees to forward the full name, address and social security number of any employee for whom an initiation/reinstatement fee is deducted. The Employer will also provide the Union with electronic copies of the quarterly dues statements in Excel format. The Employer agrees to notify the Union, by notation on the monthly Union check-off, when employees are terminated, granted leaves of absence, or are absent due to illness or injury where such absence will affect deduction of dues, initiation or reinstatement fees.

#### 1.6 Hold Harmless.

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

#### 1.7 Service Fee.

Article 1, Sections 1.3, 1.4, and 1.5, and any similar provisions notwithstanding, an employee may alternatively pay a service fee as permitted by law.

### **ARTICLE 2 - EQUAL EMPLOYMENT**

#### 2.1 Referral and Equal Opportunity.

(A) The Union may refer applicants to the Employer on a non-discriminatory manner for positions within its jurisdiction. All persons who are referred to the Employer by the Union shall be identified by job referral slips issued by the Union and delivered to the Employer by the individual being referred.

(B) The Employer shall have the right to reject any job applicant referred by the Union.

(C) The Employer may engage new employees from any other sources including fee charging employment agencies, provided that such fees shall be paid by the Employer.

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

## 2.2 Application for Union Membership.

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

## 2.3 Notification to Union.

The Employer agrees to provide the union with the name, address, phone number, classification, department and social security number of all newly hired employees, within two weeks of their employment. The Employer will provide this information using the Union-provided Excel spreadsheet discussed during negotiations. The Employer will also provide ethnicity information regarding new hires to the extent it is known when the reports are prepared.

## 2.4 ADA.

The Employer and the Union recognize that under the Americans with Disabilities Act (ADA) the Employer may face conflicting obligations under the ADA and this Agreement. Therefore, the Employer may make reasonable accommodations necessary to comply with the ADA, though the reasonableness of such accommodations shall be subject to the grievance procedure.

## 2.5 Gender.

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

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

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

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

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

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

Time and one-half shall be paid for all hours worked in excess of eight hours in any one work day.

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

Time and one-half shall also be paid for all hours worked in excess of forty hours within the work week.

### 3.3 Overtime - Seventh Day.

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

### 3.4 Overtime Assignment.

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

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

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

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

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

### 3.5 No Pyramiding.

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

### 3.6 Reporting Time.

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

working during such emergency, be paid for all hours of actual work and in no case for less than one half of his scheduled day.

### 3.7 Volunteers to Leave Early.

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

### 3.8 Employee's Notification Responsibility.

It is the responsibility of each employee to notify the Employer whenever feasible that the employee will be absent. All employees shall be required to give two (2) hours advance notice if they are scheduled to begin work before 9:00 a.m. and three (3) hours advance notice if they are scheduled to begin work after 9:00 a.m.; unless they have a verifiable emergency. During business hours, employees should first attempt to reach the manager of the unit in which they are scheduled to work. If the manager is unavailable or if the call is made outside normal business hours, then the employee should call the designated call-in number and leave a message as to whether or when he or she intends to report to work, leaving a number where he or she can be reached. The unit number and designated call-in number will be provided to employees. Repeated abuse of this employee responsibility is subject to disciplinary action. All calls to the designated facility reporting absences shall be placed in a log book provided for that purpose and shall have recorded the employee's name, department, time of call, and by whom the call was recorded.

### 3.9 Schedule Changes.

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

### 3.10 Posting of Work Schedules.

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

## ARTICLE 4 - JOBS & WAGE CONSIDERATIONS

### 4.1 Wage Schedules.

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

### 4.2 Wage Expiration Date.

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

### 4.3 Definition of Wage Rates.

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

### 4.4 Mandatory Hiring.

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

### 4.5 Work in a Higher-Paid Classification.

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

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

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

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

### 4.6 Present Wages.

No employee employed at the time of this Agreement shall suffer a reduction in wages as a result of the execution of this Agreement, except as otherwise specified herein. Any benefit or privilege granted by the Employer during the term of this Agreement that exceeds any provisions of the Agreement shall be granted by the Employer in writing, with a copy sent to the Union.

### 4.7 Payroll Deductions.

(A) Credit Union. The Employer agrees to make payroll, deductions for employees for the purpose of direct deposits to banks or other financial institutions consistent with its payroll

department policies. Employees desiring such deductions from their pay must complete an application with the Employer's payroll department.

**(B) UNITE HERE TIP — "To Insure Progress"**

**CHECK OFF AUTHORIZATION FOR POLITICAL CONTRIBUTIONS FROM WAGES**

I, \_\_\_\_\_ hereby authorize and direct the PAYROLL DEPARTMENT OF \_\_\_\_\_ (NAME OF EMPLOYER) to deduct from my salary the sum of \$ \_\_\_\_\_, per month and to transmit that sum to the UNITE HERE TIP — "To Insure Progress." I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) contributing to the UNITE HERE TIP — "To Insure Progress" is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; and (4) any guideline contribution amount proposed by UNITE HERE are only suggestions, I may contribute more or less than that amount, and I will not be favored or disadvantaged by UNITE HERE because of the amount of my contribution or my decision not to contribute.

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

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

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

#### 4.8 Payroll Corrections.

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

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

### **ARTICLE 5 - BENEFIT PLANS**

#### 5.1 Benefit Eligibility

To qualify for benefits under the Employer Plans described below, or contributions under the Retirement Fund, defined below, employees must work an average of thirty two (32) hours per week (twenty four (24) hours for vacation relief classifications). Except as otherwise set forth herein, holidays for which employees are eligible, approved vacation and personal days, and approved medical leaves of absence up to one hundred twenty (120) days count towards hours worked. The Employer shall also comply with the Family and Medical Leave Act in benefit administration.

Eligibility for benefits or contributions shall be assessed on a calendar quarter. If at the end of a calendar quarter, an employee falls below the thirty two (32) hour average, the employee shall be issued a notice informing him/her of the hour's deficiency. To remain eligible for such benefits or contributions, the employee must maintain a thirty two (32) hour average during the following calendar quarter. If the employee remains below the thirty two (32) hour average at the end of the following quarter, Employer Plan benefits or Retirement Fund contributions shall cease and, for those with medical insurance, a COBRA notice shall issue. To re-qualify for Employer Plan benefits or for Retirement Fund contributions under this Article, an employee must maintain the thirty two (32) hour average over a full calendar quarter. Contributions to the Retirement Fund shall begin on the first of the calendar quarter following a calendar quarter in which the employee again averages thirty two (32) hours.

#### 5.2 Employer Plans

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

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

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

(C) All employees shall be entitled to enroll in the Employer Plans in accordance with the Employer Plans' eligibility requirements; the foregoing notwithstanding, employees are only eligible to enroll in the Employer's Basic Medical Plan during their first year of employment.

(D) As of the Effective Date of this Agreement, and continuing through the duration of this Agreement, the Employer shall pay the specified percentages of monthly premiums for eligible employees who elect such coverage in the following Employer Plans:

PPOLO Plan – Single 74 %; Plus 1 – 48 %; Family 48 %

PPOHI Plan – Single 52 %; Plus 1 - 48 %; Family 48 %

Aetna US - Single 81 %; Plus 1 - 48 %; Family 48 %

Health Alliance Plan (HAP) – Single 73 %; Plus 1 - 36 %; Family 27 %

Basic Medical - Employee pays 100%

5.3 UNITE HERE National Retirement Fund and Retirement Plan.

Effective September 30, 2007, the Hotel Employees and Restaurant Employees International Union Pension Fund merged into the UNITE HERE National Retirement Fund (the "Retirement Fund"). The Union agrees to defend, indemnify and hold the Employer harmless from any liability or expense, including but not limited to attorneys fees, incurred by the Employer arising from the Employer's action in conformance with this Section 5.3 including, without limitation, matters relating to any judicial or administrative action or threatened legal action regarding the referenced merger of the pension funds.

For employees hired prior to November 1, 2002, who meet and maintain the eligibility requirements of Section 5.3, the Employer shall contribute the amount listed below for each eligible employee for each day worked:

Employees Hired Prior to November 1, 2002

6/1/13            \$14.35 per day

11/1/13           \$15.64 per day

6/1/14            \$16.64 per day

11/1/14           \$18.00 per day

For employees eligible for participation in the Retirement Fund, or its predecessor, as of August 1, 2004, or thereafter, and newly hired employees, the Employer shall contribute the hourly amounts listed below, for each eligible employee, for each hour actually worked (up to the



maximum daily rate), provided such employees have 1 year of continuous full-time service, and meet and maintain the other eligibility requirements of Section 5.3:

Hourly Rate [hired after 11/1/02]

6/1/13	\$1.44 per hour [\$14.35 max daily]
11/1/13	\$1.56 per hour [\$15.64 max daily]
6/1/14	\$1.66 per hour [\$16.64 max daily]
11/1/14	\$1.80 per hour [\$18.00 max daily]

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

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

The Trustees of the Retirement Fund and of any successor plan (referred to collectively as the "Trustees") shall not have the power unilaterally to increase the contribution rate negotiated by the Employer and the Union as set forth in this Agreement for the period from the date this Agreement is ratified by the Union through March 31, 2012.

5.4 Contributions.

Pension contributions for employees who became eligible for participation in August 2004 and newly hired employees shall be paid only for hours actually worked (up to the maximum daily rate). For other employees (i.e., those eligible and participating as of October 31, 2002), pension contributions are payable for any period while an employee is on a paid vacation or for a paid holiday, and such employees shall have contributions made on his or her behalf for a day worked if the employee reports for work on a scheduled work day.

5.5 "Grand-Fathered" Employees.

Certain employees will be "grand-fathered" for benefit contribution purposes. They will constitute an exception to the requirement that employees work thirty two (32) hours per week to be eligible for the contributions provided in the preceding sections. Specifically, an employee who (1) was working a schedule of less than thirty two (32) hours per week and receiving

contributions when the prior agreement was ratified on March 20, 2003, and (2) had ten (10) years of service on March 20, 2003, and (3) who was age 62 on March 20, 2003, or will reach age 62 by April 1, 2006, shall continue to be "grand-fathered" and be eligible for benefit contributions. The parties agree there are a total of six (6) such employees, and no other employees shall be eligible for grandfathering.

#### 5.6 Employee Data.

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

#### 5.7 Layoff, Leave, Resign and Discharge.

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

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

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

#### 5.8 Binding Agreement.

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

The Trustees of the Retirement Fund shall apply the provisions of the Trust Agreement and Plan consistently to this Employer as compared to all other similarly situated contributing employers in the same Plan Units. Said Trust and Plan shall at all times operate within the law and maintain their tax-exempt status. The Trustees shall have no authority to alter the contribution rates contained in this Agreement or the provisions regarding on whose behalf contributions shall be made, such as waiting period and eligibility for contributions, during the period from the date this Agreement is ratified by the Union through March 31, 2012. Additionally, any audits required by the Trust or Plan must commence within six (6) years of the date on which applicable contributions were due. For each audit, "field work" (gathering data at the Employer's location) shall be completed within three (3) months, provided the Employer provides all data and documents requested by the Retirement Fund in a timely manner. Following completion of such audits, the Employer agrees to work with the Retirement Fund to resolve any contribution debts determined to be due to the Retirement Fund as a result of the audit(s) for the time period

covered by the audit(s). Should said Trust or Plan violate any of the provisions above, the Employer's obligation to make further contributions to the Trust or Plan under this Agreement shall cease upon the Retirement Fund's receipt of written notice from the Employer that they are prospectively withdrawing from said Retirement Fund. However, if said Trust or Plan is thereafter demonstrated to have regained full compliance with the provisions above, the Employer's obligation under this Agreement shall then resume in accordance with said Plan's rules and procedures. Nothing in this section shall limit the rights of the Retirement Fund to change its audit policies or procedures in accordance with the Trust Agreement.

#### 5.9 Records.

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

#### 5.10 Arrearage.

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

#### 5.11 National Health Insurance.

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

#### 5.12 Written Application for Medical Plans.

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

#### 5.13 Tuition Reimbursement.

The Employer shall offer the Employer's tuition reimbursement plan as it may be amended from time to time. As of the execution of this Agreement, the plan provided 90% reimbursement of tuition for coursework relevant to an employee's current job or promotional opportunity with the Employer, up to a maximum of \$2,400.00 per year. In order to be eligible, the employee must have more than one year of service and complete the course with a grade of "C" or better.

## ARTICLE 6 - HOLIDAYS

### 6.1 Designated Holidays.

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

### 6.2 Eligibility.

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

### 6.3 Overtime Holiday Pay.

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

### 6.4 New Years Premium.

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

### 6.5 Part-Time Employees' Holiday Pay.

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

### 6.6 Vacation Holiday Pay.

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

### 6.7 Counted As Time Worked For Vacation.

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

## **ARTICLE 7 - VACATIONS**

### **7.1 Vacation Pay Computation.**

(A) Employees who have been in the active service of the Employer for a period of one year shall, on that date, be deemed to have earned a vacation of one week with pay for their regular work week. After two years of active service, they shall have earned two weeks' with pay. Employees who have completed five years of continuous service shall have earned three weeks' vacation with pay. Employees who have completed seventeen years of continuous service shall have earned four weeks' vacation with pay.

(B) The amount of vacation pay shall be based on the average number of hours worked weekly (excluding overtime) during the twelve months preceding the eligibility date and will be computed at the employee's current rate of pay on the employee's vacation anniversary date. Vacation hours will be rounded up to the next full hour.

(C) Servers shall receive vacation pay in an amount equal to fifty percent more than pay computed in Section (B) above.

(D) Leaves of absence of less than one hundred twenty days due to either a work-related injury or a medical leave substantiated by a hospital admission certificate shall be considered as time worked for the purpose of computing vacation pay.

(E) Any absence of five continuous days or less shall be counted as time worked for the purpose of computing vacation pay. If an employee is absent for a period longer than five continuous days, then the entire period shall not be considered as time worked for computation of vacation pay, except as provided in Section (D) above.

(F) Paid vacation time and paid holidays shall be considered as time worked for the purpose of computing vacation pay.

(G) If an employee voluntarily leaves work early because of slow business, as determined by the Employer, the full shift shall be considered as time worked for the purpose of computing vacation pay.

### **7.2 Pro-Rated Vacation.**

Employees who are laid off or discharged after one year of service by the Employer, except for reasons specified in Section 7.4 below, shall receive their earned vacation pay computed on a pro-rata basis of one-twelfth of his earned vacation for each month worked, or major fraction thereof.

### **7.3 Notification Requirement**

If an employee who has been employed for at least one year quits after having worked three months or more of their current vacation year, the employee shall receive his or her earned vacation pay, provided two weeks' written notice is given by the employee to the Employer of his or her intention to quit, and the employee works his or her regular schedule for the two

weeks, unless excused by the Employer on account of sickness, physical disability or other reasons. The earned vacation will be computed on a pro-rata basis of one-twelfth for each month worked or major fraction thereof.

#### 7.4 Loss of Vacation.

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

#### 7.5 Vacation Schedules.

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

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

(C) Servers and Bartenders For servers and bartenders, two weeks before the vacation bidding process begins, each employee will be given a memo that includes the available vacation shifts, their date, time, and place to bid, and instructions on bidding by proxy. For proxy bidding, the Union and the Company will agree on a proxy form that includes the employee's phone number, signature and at least twelve (12) bids.

The first bidding day will be in the first week of February, provided the memos were distributed on time. The top half of the seniority list will bid this day. The bid will be run with bids made in fifteen (15) minute intervals. The bid will be overseen by a representative of the Union and the Company. 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 can send a Union 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 his/her proxy also cannot be present for any reason, the Company will call the employee. The following day, the Company and the Union will meet to review the vacation schedule so far, and identify employees who did not get to bid. For two days following this meeting, identified employees will be contacted and given the opportunity to bid on available vacation weeks in order of seniority. If any such identified employees desire to bid, they must do so by notifying the Employer of their bid between the hours of 10:00 a.m. and 5:00 p.m. on the first two days following the above mentioned meeting between the Company and the Union.

When the first half of the schedule is finalized, the memos will be distributed to the second half of the seniority list, and a vacation schedule with the available vacation weeks will be posted. The second bidding day will be two (2) weeks from the distribution of the memos, and will be run in the same fashion.

(D) Remaining classifications will continue to use the current vacation bidding process as set forth in paragraphs (A), (B) and (E) of this Article.

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

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

#### 7.6 Vacation Obligations.

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

#### 7.7 Vacation Obligation Waiver.

In the event of the sales of the establishment, Section 7.6 of this article may be waived if the new owner or operator agrees, in writing, with a copy of such written agreement submitted to the Union, to schedule and pay vacations on the basis of employment with the former company, bridged to their own period of operations.

#### 7.8 Vacation Checks.

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

### **ARTICLE 8 - LEAVES OF ABSENCE**

#### 8.1 Leave of Absence Procedures.

All absences beyond five working days shall be considered leaves of absence and shall be processed in the following manner:

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

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

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

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

## 8.2 Leaves of Absence General Provisions.

All leaves shall be subject to the following general provisions.

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

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

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

## 8.3 Leaves of Absence — Personal.

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

## 8.4 Leaves of Absence — Military.

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

## 8.5 Leaves of Absence — Medical.

A non-probationary employee shall be granted an unpaid medical leave of absence for a specific period not to exceed two years or length of seniority, whichever is less, provided the employee's disability is made known to the Employer in accordance with the provisions of this Article, and



is accompanied by a doctor's certificate showing the nature of the illness and the estimated length of time the employee will be unable to perform his or her job. Seniority shall not continue to accrue beyond one year.

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

#### 8.6 FMLA.

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

### **ARTICLE 9 - MANAGEMENT RIGHTS**

#### 9.1 Management Prerogatives.

The Employer reserves all rights to itself not prohibited or otherwise restricted by this Agreement, including but not limited to the following: the right to hire, promote, layoff, transfer, discipline and discharge for just cause, refuse to hire, set work schedules, make work assignments, and direct and control its operations. Any decision of the Employer which is contrary to or in violation of the provisions of this Agreement shall be subject to the grievance procedure. Nothing in this section is intended to limit any other right of management not expressly included in this section.

#### 9.2 Failure to Exercise Rights.

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

#### 9.3 Excess of Minimums.

Nothing shall preclude the Employer from paying wages in excess of the minimums provided for within this Agreement, which may include but are not limited to the initiation and discontinuation of programs intended as incentives or positive reinforcement for employees, such as in the areas of attendance, safety, or recruiting.

#### 9.4 Electronic Surveillance.

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

#### 9.5 Tardiness/Absenteeism Policy.

The Employer will maintain a tardiness/absenteeism policy in all of its operations, which shall be distributed to and discussed with the Union prior to implementation.

## **ARTICLE 10 - UNION PREROGATIVES**

### **10.1 Shop Stewards.**

- (A) The Employer shall recognize shop stewards appointed by the Union. There shall be no more than eleven (11) Shop Stewards.
- (B) The Union will notify the Employer in writing as to the name of the shop stewards and their particular department or chief responsibility, and shall submit to the Employer reports reflecting any modifications to the list of stewards or their responsibilities.
- (C) Shop stewards shall be allowed to attend all Union meetings, without pay, upon proper notice to the Employer.
- (D) Shop Stewards may, on the Employer's time, investigate and process employee grievances for a reasonable and necessary period of time; provided it is not unreasonably disruptive of Employer operations and is conducted with the knowledge and prior approval of the Shop Steward's manager.
- (E) One (1) Shop Steward shall be able to meet new bargaining unit employees at the Company's new hire orientation for up to one-half (1/2) hour, not including "travel time" at the Company's expense.

### **10.2 Bulletin Boards.**

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

### **10.3 Visitation Rights.**

Properly authorized representatives of the Union shall be permitted to visit the premises of the Employer at reasonable times and locations to conduct proper Union business. Representatives of the Union shall not interfere with the operations of the Employer or the duties of employees during scheduled work hours.

### **10.4 Conduct.**

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

### **10.5 Union Leave.**

Any employee with one (1) or more years of service with the Employer who is appointed to a position in the Union which requires the full-time discharge of duties shall, upon twenty-one (21) calendar days advance written notice, be granted a leave of absence of up to a maximum of ninety (90) days, unless extended by mutual agreement. Such leave of absence shall be without pay and benefits; however, his/her seniority with the Employer shall continue to accrue while on

Union leave, except that it shall not accrue for vacation or sick leave entitlement purposes. The employee must notify the Employer of his/her intent to return to work not less than fourteen (14) calendar days in advance. The foregoing notwithstanding, employees who are elected officers of the Union shall only be granted a Union leave of absence, if requested by the Union, for the period of the term of office. No more than three (3) employees shall be permitted to be on a leave of absence for Union business at any one time.

## **ARTICLE 11 - MEALS & BREAKS**

### **11.1 Meals.**

(A) Except as set forth below, all employees working a shift of at least five (5) hours shall receive an unpaid, thirty (30) minute meal break and an Employer-provided meal as set forth in (D) below.

(B) When any employee works ten (10) or more consecutive hours in one (1) day, the employee shall be entitled to a second thirty (30) minute meal break and a second Employer-provided meal. The second meal break is in all instances unpaid.

(C) When business permits, meal breaks shall be scheduled not sooner than two (2) hours after the employee's starting time and not later than five (5) hours after his/her starting time.

(D) The Employer reserves the right to limit the consumption of specific items as business needs dictate. Employees who are assigned to work in the McNamara Terminal must obtain their meals at the unit where they are assigned or at Burger King. Employees who are assigned to work at Burger King may obtain their meals at Burger King or at Starbucks. Meals at Starbucks shall be limited to items in the display case and to a piece of fresh fruit. Employees shall not consume their meals in the unit where they are assigned. To cover the cost of these meals, employees may charge up to \$10.00 retail value per meal.

### **11.2 Breaks.**

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

## **ARTICLE 12 - EMPLOYMENT STATUS**

### **12.1 Probationary Employees.**

(A) New full-time employees shall be considered probationary employees and shall not acquire any seniority rights until they have been employed for a period of sixty calendar days. The probationary period may be extended for an additional thirty calendar days, providing the Employer provides written notice to the employee and Union prior to the end of the original period.

(B) New part-time employees shall be considered probationary employees and shall not acquire any seniority rights until they have been employed for a period of ninety calendar days. The probationary period may be extended for an additional thirty calendar days, providing the

Employer gives written notice to the employee and Union prior to the end of the original period. A probationary employee may be discharged without recourse by the Union or the employee to the grievance and arbitration procedure.

#### 12.2 Definitions of Employees.

(A) A full-time employee is defined as any employee who works an average of thirty-two hours per week or more. See Section 5.3 for benefit eligibility calculation.

(B) A part-time employee is defined as any employee who works an average of less than thirty-two hours per week.

(C) A short-shift employee shall be defined as any employee who works less than eight hours, but not less than four hours (except waiter/waitress) in a day and shall be considered full-time or part-time based on the definition established in (A) or (B) above.

(D) Fast Food Attendants (FFAs) shall be defined as employees working in branded or non-branded concept units providing quick service meals in non-sitdown service facility settings.

#### 12.3 Seniority.

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

#### 12.4 Layoff and Recall.

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

Employees shall be laid off and recalled to work by classification, according to seniority date, provided they can do the available work or can do the available work with reasonable training. Employees must remain qualified (including background and security clearances) to be eligible for recall.

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

The Employer will notify a laid-off employee, by certified mail at the employee's last address of record, of recall. It is the responsibility of the employee to ensure that his or her address is accurate. The employee must return to work within two weeks of delivery of the recall notice.

In cases of emergencies involving layoffs of two days or less, seniority shall be applied whenever practical and reasonable, however, under no circumstances shall such emergencies involve a layoff of more than two days.

### 12.5 Seniority Termination:

Seniority rights shall terminate if an employee:

(A) Quits employment, which includes three days' absence without notice to the Employer, except where an employee is able to prove to the Employer that he/she was unable to give such notice due to circumstances beyond his/her control.

(B) Is discharged for just cause.

(C) Fails to return to work from an approved leave of absence.

(D) Is laid-off or on a leave of absence for a period equal to the employee's seniority or 12 months, whichever is less, except as provided in Article 8, Section 5. See side letter re: limited extension for specific employees on lay-off.

(E) Engaged in gainful employment while on a leave of absence without the prior approval of the Employer. This shall not preclude an employee from working for another employer while working for this Employer, so long as the employee's obligations to this Employer are met.

### 12.6 Use of Part-Time.

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

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

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

### 12.7 Use of Short-Shift.

(A) Only employees hired after January 1, 1982, shall be assigned short-shift schedules, except where a change in business requires a reduction in the work force. In this event, present employees shall have the option of accepting a short-shift schedule or being placed on layoff in accordance with their seniority. Employees must exercise this option at the time of layoff.

(B) In the event an eight hour position within the same classification becomes available, it shall be offered to short-shift employees in order of their seniority prior to the hiring of any new employee.

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

#### 12.8 Promotion to Supervision.

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

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

Work schedules setting forth available shifts and days off will be bid at least twice per year, at reasonable intervals. Bidding shall be by seniority within job classification and within the department. For purposes of bidding, the server, bartender, utility worker, cook, and fast food attendant job classifications shall be deemed separate individual departments. However, servers, bartenders, utility workers, cooks, and fast food attendants who want to bid into a new concept must successfully complete any required concept training before working in the new concept. After schedules are bid, the Employer may change start and quitting times by an hour or less without rebidding, provided there is no reduction in shift hours.

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

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

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

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

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

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

## **ARTICLE 13 - GRIEVANCE & ARBITRATION**

### **13.1 Definition of Grievance.**

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

### **13.2 Grievance Procedure.**

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

### **13.3 Time Limitations.**

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

### **13.4 Grievance Procedure.**

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

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

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

department head or his designee shall render his written decision within ten days after the date of said meeting. A copy of his decision shall be furnished to the grievant and the Union.

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

Step Four — The arbitrator shall be selected from a list of seven arbitrators from the Detroit area to be supplied by the FMCS. Representatives of the parties shall attempt to agree on one name within ten days. In the event no name can be agreed to, then each party shall alternately strike one name from the list, 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.

### 13.5 Limitation of Arbitration.

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

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

## **ARTICLE 14 - UNIFORMS**

### 14.1 Provision and Cleaning.

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



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

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

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

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

### **15.1 Work Interruption.**

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

### **15.2 Discipline.**

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

### **15.3 Lockouts.**

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

### **15.4 Procedure.**

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

## **ARTICLE 16 - SUCCESSORSHIP**

### **16.1 Employer Notification**

It shall be the duty of the Employer to inform the Union in writing at least 15 days in advance of any sale, transfer, or other change in ownership. Failure on the Employer's part to so notify the Union shall render the Employer liable for any subsequent failure of the new owner to pay the employees on the basis of the provisions of this Agreement.

## 16.2 Successor Clause.

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

## 16.3 Subcontracting.

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

(B) The Employer shall give the Union at least 30 days written notice of any sale, lease, concession agreement, or any other type of contractual arrangement, including the name and address of the other party to the arrangement and will otherwise comply with any legal obligation to advise the Union concerning such transaction. Employees who are impacted by such a decision will be subject to the procedures in Article 12.4 of this Agreement in the case of a permanent closing.

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

## **ARTICLE 17 - SAVING CLAUSE**

### 17.1 Separability & Saving Clause.

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

17.2 Negotiated Agreement.

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

**ARTICLE 18 - WORK RELATED INJURY**

18.1 Work Related Injuries.

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

18.2 Sent Off the Job.

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

18.3 Drug Testing.

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

18.4 Cooperation.

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

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

18.5 Modified Duties.

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

**ARTICLE 19 - FUNERAL LEAVE**

19.1 Funeral Leave Days.

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

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

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

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

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

**ARTICLE 20 - PERSONAL DAYS**

20.1 Personal Leave Days.

All full-time employees hired prior to 11/1/99, upon completion of three years continuous service, shall be allowed three personal leave days. Full-time employees, upon completion of five years continuous service, shall be allowed four personal leave days. Earned personal leave days may be taken upon ten days advance written notice to the Employer, except in cases of emergency or sickness where such notice cannot be given. A request for a personal leave day will not be unreasonably withheld by the Employer. All employees are requested to take their personal leave days during their anniversary year and at such times as to not interfere with the normal operation of the Employer's business. If, however, upon completion of the employee's anniversary year, earned personal leave has not been taken, they shall be paid for in lieu thereof. It is understood that personal leave days must be approved in advance, based upon business needs, except as noted above.

Effective upon ratification, full-time employees hired after 11/1/99, shall accrue one personal day per six-month period (up to a maximum of two per year). Upon completion of one year of service, such employees shall be eligible to use the personal days under the terms specified above. Unused personal days shall be paid out on the employee's anniversary date.

## **ARTICLE 21 - JURY DUTY**

### **21.1 Jury Duty.**

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

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

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

### **21.2 Employee Notification.**

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

## **ARTICLE 22 - MISC. TERMS & CONDITIONS**

### **22.1 Parking.**

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

### **22.2 Printing of Contracts.**

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

### 22.3 Meet and Confer.

HMSHost and HERE Local 24 hereby agree that if HMSHost secures the right to operate retail facilities during the term of the current collective bargaining agreement, they will meet and confer regarding organizing issues such as neutrality, card-check, etc., but neither party is obligated to do more than meet and confer.

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

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

(B) The Employer shall promptly notify the Union in writing of any employee whose right to work in the United States is being questioned or challenged, and shall meet with the Union upon request, to discuss possible resolution in advance, of any change.

The Union shall hold the Employer harmless on account of any liability, claim, suit or dispute arising out of the provision of information relating to employee work authorization, including the reasonable cost of any defense made necessary by any such liability, claim, suit or dispute. Nothing contained in this subsection limits the Employer's ability to comply with IRCA or other government directives.

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

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

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

### **ARTICLE 24 - SHOPPER SERVICES**

The Union recognizes that the Employer employs shopping investigators or "shoppers" in its operations. The Employer's purpose for using shoppers is to ensure quality of customer service, to ensure that proper procedure is being followed in cash handling, and to ensure the integrity of cash transactions. The Union and Employer agree on the following rules for the Employer's use of shoppers and shoppers reports:

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

## **ARTICLE 25 - WORKING CONDITIONS**

### **25.1 Split Shifts.**

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

### **25.2 Meal Vouchers.**

Except where prohibited by the airlines, the Employer will deduct from the face value of passenger meal vouchers and pay to the server or bartender providing the service, a gratuity

equal to fifteen percent of the voucher value minus fifteen percent, or fifteen percent of the value of the authorized food and beverages served, whichever is less. In bars and sit-down restaurants the Employer will notify customers that gratuities are not included on checks by adding language to the check to be presented to the customer.

### 25.3 First Aid Kits & Red Cross Training.

First aid kits will be provided and properly stocked by the Employer. Bargaining unit personnel who wish first aid instructions shall be afforded the opportunity to attend first aid classes, provided the Red Cross will conduct them at the Employer's request. Bargaining unit personnel will be released, without pay, to attend these Red Cross classes in such numbers as will not interfere with the orderly business of the Company.

### 25.4 Misc. Discipline Issues.

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

### 25.5 Defective Equipment.

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

### 25.6 Supervisors and Bargaining Unit Work.

Supervisors will not be regularly scheduled to do bargaining unit work. Employees covered by this Agreement shall not work as statutory supervisors within the meaning of Federal labor law.

### 25.7 Labor Management Team.

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

In order to attain the above mentioned goals, a Labor Management Team shall be established to discuss matters of mutual concern to the Employer and the Union. The Team shall consist of not more than three (3) representatives of the Employer and not more than five (5) representatives of the Union. This Team shall meet at the request of either party but not more frequently than quarterly (unless it is mutually agreed by the parties to meet more frequently). Employees will



attend such meetings without pay and during their non-working time unless the Employer agrees to release the worker(s) during work time with pay.

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

**25.8 Health and Safety Team**

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

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

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

Employees shall attend such meetings with pay.

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

**ARTICLE 26 - MINIMUM WAGE SCALE**

Entry Level Wage Schedule			
Classification	At Ratification	4/1/14	
Utility	\$8.10	\$8.10	
Host/Hostess	\$8.10	\$8.10	
Bartender	\$7.14	\$7.14	
Cook	\$9.15	\$9.15	
Fast Food Attendant	\$8.10	\$8.10	
Server	\$4.35	\$4.35	
Barista [Starbucks only]	\$8.10	\$8.60 [\$8.10 first six months]	
The Lead position in each job category shall receive an extra \$1.00 per hour above the designated employee's then current hourly wage.			

Employees shall move up to the applicable minimum wage scale or receive the applicable wage increase, under Article 27, whichever is of greater value to the individual employee.				

**New Barista Classification**

- The Barista classification will be introduced into Starbucks, effective with the ratification of this agreement; all current fast-food attendants coded to Starbucks will have their classification updated, with no loss of classification seniority
- This new classification will have a starting rate of \$8.10 per hour
- Effective 4/1/14, the classification rate will increase to \$8.60 per hour; however, the starting rate for new hires will be \$8.10 per hour for the first six [6] months of employment—after which—the employee’s rate will be adjusted to \$8.60 per hour

**ARTICLE 27 - SCHEDULED WAGE INCREASES**

<u>Effective Dates:</u>	<u>Non-Tipped Associates:</u>	<u>Tipped Associates</u>
3/1/14	\$ .20	\$ .10
9/1/14	\$ .20	\$ .10

In order to be eligible for a specific wage increase, an employee must be on the payroll as of the effective date of the wage increase and must have completed six (6) months of continuous employment as of such date, unless the employee is returning from an approved Leave of Absence or lay-off, in which event the time spent on the Leave or lay-off by the employee shall apply towards the continuous employment requirement.

**ARTICLE 28 - DURATION**

**28.1 Agreement Duration.**

The terms and provisions of this Agreement shall be effective from the date this Agreement is ratified by the Union and shall continue in full force and effect through March 31, 2015 and from year to year thereafter, unless either party shall notify the other, in writing, via certified mail, of its desire to modify or terminate this Agreement.

**28.2 Agreement Modification.**

In the event either party desires to modify or terminate this Agreement upon March 31, 2015, or on any subsequent anniversary date thereafter, such party shall, not less than sixty (60) days or more than ninety (90) days prior to said date, serve written notice by certified mail on the other party, giving notice of termination or setting forth the proposed changes and amendments for this Agreement. In the absence of such notice, this Agreement shall remain in full force and effect year to year thereafter.

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

FOR HOST INTERNATIONAL, INC.

FOR UNITE HERE LOCAL 24

  
\_\_\_\_\_  
Mark Young, General Manager

  
\_\_\_\_\_  
Heidi Hughes, Director

3/26/2013  
\_\_\_\_\_  
Date

3/26/2013  
\_\_\_\_\_  
Date

**T/A Articles**

HMSHost, Detroit Metro and UNITE HERE, Local 24  
3/14/13

Term of New Contract: 3/25/13- 3/31/15

Both the Company and the Union agree that existing terms of both the bargaining agreement dated 12/22/09 – 3/31/12, and the Memorandum of Agreement signed 3/25/11, for the purpose of extending the overall contract through 3/31/13, will remain in full effect, excepting any separate agreements pertinent to Host and WDFGNA Retail operations, and any notations that are made below.

**Article 5.3/ National Retirement Fund**

- Daily Rates for those hired prior to 11/1/02; Hourly Rates for those hired after

Effective Date	Daily Rate	Hourly Rate
6/1/13	\$14.35	\$1.44
11/1/13	\$15.64	\$1.56
6/1/14	\$16.64	\$1.66
11/1/14	\$18.00	\$1.80

**Article 27/ New Classification**

- The Barista classification will be introduced into Starbucks, effective with the ratification of this agreement; all current fast-food attendants coded to Starbucks will have their classification updated, with no loss of classification seniority
- This new classification will have a starting rate of \$8.10 per hour
- Effective 4/1/14, the classification rate will increase to \$8.60 per hour; however, the starting rate for new hires will be \$8.10 per hour for the first six [6] months of employment—after which—the employee's rate will be adjusted to \$8.60 per hour
- The current associate base in Starbucks alone will have their rates impacted as follows:

Current Rate	At Ratification	60 days after Ratification
18 @ \$8.10 per hr	\$8.30	\$8.60
1 @ \$8.20 per hr	\$8.40	\$8.60
1 @ \$8.30 per hr	\$8.50	\$8.60
2 @ \$8.65 per hr	\$8.90	\$9.15
1 @ \$8.95 per hr	\$9.20	\$9.45

**Article 27/ Additional Adjustments**

- There are eight [8] remaining associates in the branch whose rate is currently \$8.10 per hour; these associates are either in the UTILITY, the HOST, or FFATTENDANT classifications. Their rates will be adjusted PER the above table regarding Baristas [+\$.20 at ratification and +\$.30 sixty [60] days after ratification]
- Finally, two associates identified as a UTILITY and the other a FFATTENDANT, will have their current rates adjusted as well [+\$.25 at ratification, and +\$.25 sixty [60] days after ratification]

**Article 28/ Scheduled Wage Increases**

- In order to be eligible for a specific wage increase, an employee must be on the payroll as of the effective date of the wage increase and must have completed six [6] months of continuous employment as of such date, unless the employee is returning from an approved leave of

absence or lay-off, in which event the time spent by the employee on the leave or lay-off shall apply towards the continuous employment requirement.

Effective Dates	Non-tipped	Tipped
3/1/14	\$0.20	\$0.10
9/1/14	\$0.20	\$0.10

For the Company, Host Int'l @ DTW

Mark Young  
Mark Young  
3/15/2013  
Date

For the Union, UniteHere Local 24

Heidi G. Hughes  
Heidi Hughes  
3/15/2013  
Date



Side Letter of Agreement

HMSHost, Detroit Metro and UNITE HERE, Local 24

3/14/13

This addendum, effective upon ratification, is by and between Host Int'l and UNITE HERE Local 24, and will remain in effect beyond the expiration date of the existing collective bargaining agreement and MOA extension [exp 3/31/13] that covers food and beverage employees. Regardless of the status of the existing agreement beyond 3/31/13, by virtue of having added this side letter of agreement, this addendum will continue to remain in full effect until a new agreement is negotiated between Local 24 and the World Duty-Free Group North America, the Company that will take over Host retail operations at Detroit Metro Airport, and ratified by the membership, or after negotiations have been conducted for more than nine [9] months and impasse has been declared by both parties or by a mediator.

Any and all references to food and beverage employees in the existing agreement(s) will be understood to cover retail employees as well, except for the enumerated articles below that are either deleted or edited as follows:

Article 5.5 regarding grandfathered employees is not applicable.

Article 6.1, as amended on 3/25/11, will not be applicable in its current form; rather, the language in 6.1 from the agreement dated 12/22/09-3/31/12 will apply.

Article 7.1c regarding servers does not apply.

Article 7.5c regarding vacation schedules for servers and bartenders is not applicable.

Article 10.1a regarding shop stewards. The Union may appoint five (5) shop stewards for the retail operation.

Article 11.1 regarding meals will not apply to the offsite retail warehouse associates.

Articles 12.2 c and d regarding definition of employment are not applicable.

Article 12.7 regarding short shift employees is not applicable.

Article 25.2 regarding airport vouchers and servers/bartenders is not applicable.

Articles 25.7 and 25.8 regarding the Labor Management Team and Health and Safety Team---the Union may designate four (4) retail employees for the LMT and one (1) for the Safety Team.

Article 26.1 regarding grandfathered provisions is not applicable.

Article 27 regarding wage scales, is replaced with the following classifications and starting rates:

- Sales Associate: \$9.35
- Warehouse Associate: \$10.00
- Retail Utility Associate: \$10.00

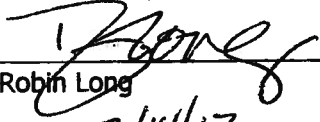
Article 28 is not applicable for the retail classifications identified in Article 27.

Neither Article 29.1 nor 29.2 are applicable as the dates and logistics refer to the existing food and beverage contract alone.

It is further understood that displaced Retail Employees from Delaware North who are hired as HMSHost employees will be grandfathered-in at their existing rates of pay. Any current HMSHost F&B Employee

wanting to transfer into one of the new Retail unit job classifications will be governed by the procedure set forth in Articles 12.10(a) and (b), and will be paid at the rates indicated above, or the Employee's current rate of pay, whichever is higher.

For the Company

  
Robin Long

3/14/13  
Date

For the Union

  
Joseph Daugherty

3/14/13  
Date