

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SPORTSERVICE  
COMERICA PARK**

**AND**

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

**Effective: March 1, 2023 through March 31, 2027**

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# **AGREEMENT**

## **ARTICLE 1 – LABOR MANAGEMENT COOPERATION**

**Section 1:** This Agreement made and entered into this 1<sup>st</sup> day of March 2011, between UNITE HERE! Local 24, (hereafter referred to as the “Union”) and Sportservice Comerica Park (hereinafter referred to as the “Sportservice or Employer”).

**Section 2:** It is the desire and intention of the parties to provide a cooperative relationship with a contemporary approach to Union Management relations between Sportservice and the Union. This collective bargaining agreement negotiated between the parties is to secure prompt and equitable disposition of grievances, to maintain fair wages, hours and other working conditions, to prevent strikes and lockouts and to promote good relations between Sportservice and the employees and observance of Company rules for their mutual benefit.

**Section 3:** In recognition of the foregoing, both parties agree to meet at regular intervals, at the request of either party, to discuss employee suggestions, problems, methods of improving morale and other similar subjects. Ongoing communication at all levels is essential for this optimal labor-management relationship.

## **ARTICLE 2 – RECOGNITION – UNION MEMBERSHIP-CHECK-OFF – DUES**

### **Section 1 – Union Membership.**

(a) The Employer agrees that it is a condition of employment that all employees of the [Entity] covered by this Agreement who are members of the Union in good standing on the date of the execution hereof, shall remain members in good standing, and that all employees of the [Entity] covered by this Agreement who are not members of the Union on the date of the execution hereof shall, on the 31st day following the effective date of this Agreement, become and remain members in good standing of the Union or pay applicable service fees determined by the Union.

(b) All new employees covered by this Agreement shall become and remain members in good standing of the Union on the 30th day following the first day of their employment, or pay applicable service fees determined by the Union, throughout the period of their employment with the Employer.

(c) In the event any employee fails to tender his/her membership dues, or initiation or reinstatement or service fees in accordance with the foregoing subsections, Employer agrees, upon written notification by the Union, to discharge said employee, within five (5) calendar days from the date of the receipt of such notification. The Union shall send said notice to the Employer by certified mail.

(d) The Union shall indemnify and hold harmless the Employer against any and all claims, demands or other forms of liability, which may arise out of, or by reason of, any action taken by the Employer at the request of the Union in accordance with the provisions of this Article, except for liability, damages, or loss caused by the Employer's negligence or intentional malfeasance.

**Section 2:** If new classifications are established by Sportservice coming within the jurisdiction of the Union, negotiations will be entered into for the schedule of wages and other terms and conditions of employment which shall govern said new classifications.

### **ARTICLE 3 – SENIORITY**

#### **Section 1:**

(a) Notwithstanding anything to the contrary which may be contained herein a newly hired employee shall have a probationary period. Probation for daiquiri stand employees, food and beverage concession employees, commissary employees, hospitality and suite employees, and Tiger Club employees, merchandise sales employees, food and beverage vending employees and program vending employees shall be considered as thirty-five (35) ticketed events or less. Probation for housekeeping employees and merchandise warehouse employees shall be thirty-five (35) workdays or less. Probationary employees shall be scheduled to work (given the opportunity to work) when work is available. Said thirty-five (35) ticketed probationary events or thirty-five (35) workdays must be worked within a twelve (12) month period from the date of the first event worked. Should said employee not be available for work during such twelve (12) month period to the extent that he/she is unable to complete his/her probationary period said employee shall lose credit for all events worked previously and must begin again.

(b) During such probationary period, said employee shall not gain seniority and shall be subject to discharge by Sportservice without recourse to the grievance and arbitration procedure. A probationary employee shall gain seniority and shall cease being a probationary employee upon completion of working his/her thirty-fifth (35) ticketed event or thirty-fifth (35) workday within such twelve (12) month period regardless of the season of the year. All probationary events must be completed at the primary source of employment.

**Section 2:** Seniority shall be determined as of the date of the employee's most recent date of hire during the twelve (12) month period, wherein said employee ceased being a probationary employee and established his/her seniority. In the event two (2) or more employees are hired on the same date, the last four (4) digits of their social security number, with the lower number being the most senior, will establish seniority.

**Section 3:** In order to maintain seniority rights employees must be available to work when given twenty-four (24) hours notice to report. In the event of a change in work report time without a twenty-four (24) hour notice to the employee, the employee shall be held harmless from disciplinary actions if he/she cannot meet the change in schedule.

**Section 4:** It is agreed by Sportservice and the Union that Sportservice shall and hereby does recognize seniority rights of employees in their respective classifications and that the employees shall be promoted, demoted, laid off and returned to service according to their length of service and that work schedules shall be made in accordance with seniority. Stand leaders, by virtue of their seniority may work as stand personnel.

**Section 5:** No employee shall be hired while employees who have worked for Sportservice are on layoff and available for work, provided, however, that the former employee qualifies in the opinion of Sportservice.

**Section 6:** Food and beverage vending employees, regardless of the depot being worked shall have their names maintained on one seniority list for purposes of obtaining work. Once seniority is obtained the food and beverage vendor may choose which depot to work based on available open slots within the depots. Food and beverage vending employees will submit their depot selection at the end of the current home stand for the next home stand. The amount of slots will be decided by Sportservice prior to the vendor's selection. Qualified food and beverage vending employees shall by virtue of their overall seniority, have their choice of which item to be sold and depot sections to be worked. The product distribution will be selected by Sportservice prior to the vendor depot selection. If Sportservice find is necessary to move a food and beverage vendor(s) due to a shortage of food and beverage vending employees in a particular depot, Sportservice shall have the right to move the lowest senior vendor(s) on the overall seniority list working that day. If a depot is closed for any reason Sportservice agrees to relocate those affected food and beverage vending employees to another depot. Sportservice will make reasonable best efforts to put the affected food and beverage vendor(s) on the same item, but in the depot selected by Sportservice. There shall be no bumping of vendors when Sportservice relocates the affected food and beverage vendor(s) to another depot. Probationary food and beverage vending employees will be assigned depot, slot and item as directed by Sportservice.

**Section 7:** Seniority termination – Seniority rights shall terminate if an employee:

- (a) Quits or retires;
- (b) Is discharged for 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 employees seniority or one (1) year whichever is less;
- (e) Is engaged in gainful employment while on medical leave of absence. (This shall not preclude an employee from working for his/her full time Employer while on a medical leave from Sportservice).

**Section 8 – Promotions:** An employee promoted to a supervisory position shall retain his/her accumulated seniority for one (1) year. An employee promoted to a supervisory position shall accumulate additional seniority while occupying a supervisory position. If an employee occupies a supervisory position for more than one (1) year, the employee shall lose all seniority rights.

## **Section 9 – Vacancy, Promotions, New Positions:**

(a) When a new classification is created said classification shall be made known to all employees in all units by posting the classification on the employees' bulletin board, giving full explanation of responsibilities and job description. Employees desiring consideration for the new classification shall place their name on a special roster for the classification. When skill and ability are equal the senior employee shall have preference over other employees and applicants, provided, however Sportservice reserves the right to make final determination on skill and ability. When an employee transfers from one classification to another and then the job within the classification transferred into by the employee is eliminated, the employee may return to his/her former classification with the amount of seniority h/she had accumulated in the original classification.

(b) Whenever a vacancy or promotion, excluding those created by leaves of absence or vacations occurs, it shall be made known to those employees who have previously placed their name on a roster for filing of vacancies and promotion. When skill and ability are equal, the senior employees have preference over other employees and applicants. However, Sportservice reserves the right to make final determination of skill and ability. Such roster shall be open for additional names each quarter and a copy sent to the Union. A successful bidder shall not be allowed to bid on another position for one (1) year. Upon transfer an employee's seniority in the classification from which he/she transferred shall be frozen for a period of twelve (12) months for purposes of any subsequent return to that classification pursuant to this Agreement. A newly hired employee must complete their probationary period in order to bid on another position.

(c) Any employee who transfers into another classification shall have a fifteen (15) event "probationary period" in which the employee may choose to return to his/her original classification without loss of seniority and Sportservice can return the employee to the original classification if the employee does not qualify for the position transferred to.

(d) After an employee transfers from one classification to another the employee must work in his/her new classification and cannot work in his/her former classification unless he/she permanently returns to that classification during the probationary period, upon lay off due to job elimination or transfers back after one (1) year of service in the new classification.

## **ARTICLE 4 – MANAGEMENT PREROGATIVES**

**Section 1:** The functions of management include but are not limited to the following exclusive rights.

**Section 2 – General:** The management of the stadium, the direction of the working forces, the methods of operation, the method of paying compensation and giving merit increases within the applicable wage rate ranges, the right of hire, suspend or discharge employees for proper cause (such as drunkenness and/or under the influence of alcohol, dishonesty, insubordination, possession, sale or use of illegal drugs, possession of weapons), the right to transfer, promote or

demote employees from one job to another and the right to discharge or lay off employees because of lack of work or for other legitimate reasons is vested exclusively with Sportservice.

**Section 3 – Discharge or Suspension:** Sportservice shall not discharge or suspend any employee without just cause. No warning notice need by given to an employee before he/she is discharged, if the cause of discharge is dishonesty, drunkenness and/or under the influence of alcohol, insubordination, possession or use of illegal drugs, possession of weapons, fighting, recklessness while on duty or major violations of the Michigan Liquor Beverage Law. The warning notice as herein provided shall not remain in effect for a period of more than one (1) year from the date of said warning notice. All warning notices, discharges, suspensions or other disciplinary action must be by proper written notice to the employee. The work rules which are contained in Schedule “D” attached hereto, are part of this Agreement.

**Section 4:** Sportservice retains and may exercise all of its rights and functions of management which are not inconsistent with this Agreement.

**Section 5:** Any discipline received by an employee shall remain in his/her file for a period of twelve (12) months from the date of infraction at which time the discipline will no longer be valid.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

**Section 1:** All grievances shall be presented and processed in accordance with the following procedure.

**Step 1:** Any employee having a grievance shall, along with his/her Union steward, first discuss the grievance with his/her immediate supervisor within four (4) events of the occurrence in an attempt to resolve the grievance promptly. Failure to comply with Step 1 does not waive the employees’ right to file a formal grievance under Step 2. The employee must meet the time limits set forth in Section 2.

**Step 2:** If the grievance is not resolved at Step 1, it shall be reduced to writing and presented to the department manager. The department manager shall meet with the employee and his/her steward in an effort to resolve the grievance. Sportservice is not required to formulate a response to the grievance until Step 2 has been completed.

**Step 3:** In the event no satisfactory adjustment is reached at the Step 2 conference the moving party within fourteen (14) days shall request a meeting between the employee, Union steward, business representative, department manager, the employees immediate supervisor and Sportservice’s Director of Concessions.

**Step 4:** If the grievance has not been satisfactorily settled under Step 3 above, the moving party may elect to take the grievance to Arbitration. By

mutual agreement, prior to arbitration the parties may submit the grievance to Federal Mediation and Conciliation Service for non-binding mediation. Arbitration shall be held by the Federal Mediation and Conciliation Service, using their rules and regulations. The executive board and/or the Arbitration panel of the Union shall have the right to determine whether or not the grievance is qualified to be submitted to arbitration by the Union.

**Section 2:** All grievances not submitted to the Union or Sportservice within fourteen (14) days or seven (7) events whichever occurs first from the date of the occurrence of the grievance shall become null and void due to lack of interest on behalf of the aggrieved party. Any grievance shall be considered steeled on the basis of the last answer of Sportservice if not appealed to the next step within the time limitations set forth.

**Section 3:** The time limits set forth in this Article are guidelines and may be extended by written mutual agreement by both Sportservice and the Union. This section does not apply to the time limit in which an employee has to grieve.

**Section 4:** Sportservice and the Union will share the fees and expenses of the Arbitrator. The decision of the Arbitrator shall be final and binding on Sportservice, the Union and the employees covered by this Agreement.

## **ARTICLE 6 – UNIFORMS AND LOCKERS**

**Section 1:** Sportservice shall furnish uniforms in the following manner for all of its employees:

1. Stand employees and daiquiri employees will be distributed and be responsible for the return of one (1) wind shirt, one (1) hat and one (1) shirt, which they are to launder themselves. Stand employees shall report to work wearing clean pants without pockets or with pockets sewn closed in a color to be determined by Sportservice. Clean black or brown work boots, leather topped closed toe walking shoes or referee shoes worn with socks or stockings are required.
2. ~~Fine~~ Dining and suite employees will be distributed and be responsible for the return of one (1) wind shirt, one (1) hat and two (2) shirts, which they are to launder themselves. Stand employees shall report to work wearing clean pants without pockets or with pockets sewn closed in a color to be determined by Sportservice. Clean black or brown work boots, leather topped closed toe walking shoes or referee shoes worn with socks or stockings are required.
3. Food and beverage vending employees and program vending employees will be distributed and be responsible for the return of one (1) wind shirt, one (1) hat and one (1) shirt, which they are to launder themselves. All food and beverage vending employees and program vending employees shall report to work wearing clean pants in a color to be determined by Sportservice. Clean black or brown work boots, leather topped closed toe walking shoes or



referee shoes worn with socks or stockings are required. In the event of rain ponchos will be provided to all vending employees when applicable.

4. Commissary and housekeeping employees will be distributed and be responsible for the return of one (1) wind shirt, one (1) hat and one (1) shirt which will be laundered by Sportservice. All commissary employees shall report to work wearing clean pants in a color to be determined by Sportservice. Clean black or work boots, leather topped closed toe walking shoes or referee shoes worn with socks or stockings are required.
5. Sportservice will replace uniforms owing to normal wear and tear, additionally Sportservice will accommodate for inclement weather.
6. It is the employees' responsibility to care for the uniform items distributed to them by Sportservice. If a uniform item is lost or damaged due to neglect it will be replaced at the sole expense of the employee. The cost of the lost/damaged uniform item can be paid in cash or taken as a payroll deduction. Uniform items that are damaged/worn due to normal wear and tear will be replaced at no expense to the employee.
7. Employees need to be aware of weather conditions and dress accordingly. If you must supplement your required uniform you may do so with the following uniform items; 1) Sportservice management approves of solid navy jackets without logos/decals/embroidery larger than a quarter on the right or left chest which may be worn outside of the approved uniform; 2) solid white/black (suites=black, All other departments=white) turtlenecks without logos/decals/embroidery other than those logos/decals/embroidery approved by Sportservice.
8. All uniform items are the property of Sportservice and are to be returned at the end of an employee's employment with Sportservice. If the uniform items are not returned, Sportservice reserves the right to hold the employees last paycheck until the uniform items are returned. If the uniforms are not returned within thirty (30) days of the employees last day of work, the cost of the uniform will be deducted from the employees paycheck and the remainder of the paycheck will be mailed to the employees last reported address.
9. Sportservice reserves the right to dismiss for the day without pay any employee who reports for work if his/her physical condition is not in conformity with health department regulations. Which includes, but are not, limited to the following: 1) long fingernails, false fingernails, painted fingernails and acrylic nails which may be difficult to keep clean and can break or chip off into food therefore cannot be worn; 2) hand cuts or sores need to be covered with a clean bandage and a glove or finger cot; 3) hair must be kept clean and properly restrained; 4) all uniform items must be clean since dirty clothes may harbor disease causing microorganisms; 5) jewelry can harbor microorganisms and may pose a safety hazard around equipment therefore, no jewelry (except for a plain wedding band) can be worn.

10. Sportservice reserves the right to dismiss for the day without pay any employee who reports for work if his/her appearance is not in compliance with Sportservice approved dress and appearance requirements.

11. Retail associates, working at portables, will be able to wear shorts under the same regulation as other classifications that are allowed.

**Section 2:** Sportservice shall provide locker space for all of its employees. Sportservice shall issue and provide locks for lockers. The employee shall be responsible for the safekeeping of clothing and valuables. Should Sportservice wish to inspect the lockers the Sportservice representative shall be accompanied by the Union steward or his/her designee.

**Section 3:** Sportservice reserves the right to enter employees' lockers if a safety threat is perceived, provided however, if time warrants, there is a Union steward or other bargaining unit member present.

## **ARTICLE 7 – GENERAL PROVISIONS**

**Section 1:** Wages for all employees shall be paid weekly

**Section 2:** Sportservice shall at each regular pay period give to the employee a statement of all social security tax, withholding tax and other deductions from pay.

**Section 3:** Sportservice shall have the sole right to determine what items shall be sold in applicable concession stands, carts or by food and beverage vending employees and program vending employees for any event within the locations governed by this Agreement.

**Section 4:** When Sportservice discontinues food or beverage sold by food and beverage vending employees at an event, Sportservice shall have the right to place such items on sale at the concession stands and sales made there from shall not be subject to the payment of any commissions.

**Section 5:** Sportservice agrees that all employees covered by this Agreement shall be covered by workmen's compensation insurance and by the state unemployment compensation insurance.

**Section 6:** No employee shall at anytime be deprived of any advantage or privilege heretofore enjoyed, nor shall this Agreement operate to deprive any employee from receiving a wage higher than the Union scale in consideration of superior knowledge and ability. There shall in no event and at no time be a reduction in wages to any employees covered by this Agreement, except by mutual written agreement between Sportservice and the Union. No settlement or compromise of any claims for back wages, overtime or other benefits provided by this Agreement shall be binding upon any employee or former employee unless such settlement or compromise has been approved in writing by the duly authorized representative of the Union. Notwithstanding the foregoing, however should an employee voluntarily transfer into a job classification which calls for a lower

wage according to this Agreement, said employee shall receive a reduction in wages to the wage level for such classification.

**Section 7:** Sportservice is committed to providing equal employment and advancement opportunities to all qualified individuals without regard to race, color, national origin, age, sex, marital status, religion, disability, veteran status, weight, height, proper Union activities or any other characteristic protected by law. As such, we strive to provide a work environment which is free of all forms of discrimination and illegally biased harassment.

Sportservice complies with the Americans with Disabilities Act (ADA) and does not discriminate against the disabled with respect to the terms, conditions and privileges of employment.

**Section 8:** Sportservice agrees that the Union shall have the right to establish shop stewards in accordance with the provisions of its constitution and by-laws. Such stewards shall be selected from among the employees of the establishment. Stewards shall be granted reasonable time off from work not to exceed one (1) hour, to attempt to settle any grievance which may arise during working hours without loss of pay. However, it is agreed that grievances will not be taken up during a time which shall disrupt or interfere with the demands of Sportservice's business. Sportservice shall have the right to meet with any employee during regular business hours to discuss appearance, work rules, conduct and any other related matters.

**Section 9:** A bulletin board will be provided for the sole purpose of the Union for posting notices of meetings and other proper Union activities.

**Section 10:** Properly authorized representative of the Union shall be permitted to investigate the standing of bargaining unit employees and to investigate conditions to see that the Agreement is being enforced, provided that no interview shall unreasonably interrupt the duties of any member of the bargaining unit. Sportservice as well as the Union representative shall conduct themselves in such a manner so as to carry out the intent and spirit of this Agreement.

**Section 11:** No employee shall be discriminated against and no employee shall be discharged for giving information regarding alleged violations of this Agreement to the Union.

**Section 12:** On event days, all housekeeping, commissary, food and beverage leaders, daiquiri stand leaders, assistant leaders and vendor commissary leaders shall receive a thirty (30) minute paid lunch. All other employees shall be given paid relief time during each event. The determination of when to break will be the prerogative of Sportservice with input from the stand leader.

**Section 13:** Sportservice shall provide all employees with the minimum of a hot dog, bag of chips and a soda as a meal for each day worked. However, meals may vary from work location to work location based on availability.

**Section 14:** Local 24 members shall be allowed to wear official UNITE HERE! Local 24 lapel buttons, size approved by management while working for Sportservice.

**Section 15:** Sportservice will provide a time clock at the check-in table. Employees will receive a receipt, indicating when they clocked in. Employees will then proceed to their respective work stations, where managers will note the time the employees arrived at the work area.

**ARTICLE 8 – WAGES AND SPECIFIC WORKING CONDITIONS**

**Section 1:** Increases will be given on the following dates:

	<u>7/31/23</u>	<u>3/1/24</u>	<u>3/1/25</u>	3/1/26
Tipped Employees (including cocktail servers, and bartenders)	0.40¢/hr	0.20¢/hr	0.20¢/hr	0.20¢/hr
Non-tipped Employees and Catering Rates	0.95¢/hr	0.40¢/hr	0.40¢/hr	0.55¢/hr
Warehouse (Commissary) Employees – 10+ years	\$1.40/hr	\$1.35/hr	0.40¢/hr	0.55¢/hr

**Section 2:** For housekeeping employees and commissary employees eight (8) hours of work shall constitute a work day. Housekeeping and commissary workers working over eight (8) hours in a day shall be paid at the rate of time and one-half (1 ½) their regular rate of pay. During the off season, these employees shall be scheduled for thirty-two (32) hours in order to maintain benefits.

**Section 3:** For all events which include pre-season, regular season and post season baseball games, the minimum guaranteed number of hours to be paid to all non-commission employees shall be four and one-half (4 ½) hours per event.

**Section 4:** Any non-commission employee scheduled to work and reporting for such work on the scheduled working day shall be paid four (4) hours of pay in case the gates do not open or the event is canceled for any reason or they are sent home, except that this provision shall not apply in any case of extreme emergency being defined as; fire, tornado, hurricane, riot, civil commotion or other acts of God, provided however, this provision shall continue to apply in the case of extreme emergency if the employee contacts management is requested by management to report and does so report. All commission employees scheduled to work and reporting for such work day, shall be paid a minimum of twenty-five (\$25.00) dollars under the same conditions as described above for non-commission employees.

**Section 5:** On ticketed event days employees shall work overtime only when scheduled to do so by Sportservice, Seniority shall be followed during ticketed event days when feasible. Based on business needs certain classifications may not be able to follow seniority because of stand closures etc. On non-ticketed event days, overtime shall be offered to the top senior employees in the department affected first and if such employees decline the overtime work, the least senior

employees working in the affected department shall be required to work the overtime. It is the spirit and intent of the parties that scheduled overtime utilized employee seniority.

**Section 6:** All work schedules shall be posted at least forty-eight (48) hours prior to the last day of the current homestand for the next homestand.

## **ARTICLE 9 – DOUBLE-HEADER PAY**

**Section 1:** All employees who have completed their probationary period as described in Article 2, section 2; shall receive twenty-five (\$25.00) dollars in additions to their regular hourly rate of pay for working on a day in which double headers are held. Those employees who have not completed their probationary period as described in Article 2, section 2; shall receive fifteen (\$15.00) dollars in addition to their regular hourly rate of pay. This additional rate shall only apply to major league baseball games.

## **ARTICLE 10 – ATTENDANCE BONUS – SEASON DEFINED**

**Section 1:** The season shall be defined as the period from March 1<sup>st</sup> of one year to February 28<sup>th</sup> of the following year. Attendance bonus credit shall be given to those who have worked according to the following number of events in the season, provided however, employees must be active employees at the end of the season and have not been terminated for just cause.

<b><u>Classification</u></b>	<b><u>Number of Events</u></b>	<b><u>Amount Paid</u></b>
All Employees	0 – 50	-0-
	51 – 61	\$1.50 per event
	62 – 80	\$2.90 per event
	81 – 100	\$3.25 per event
	101+ events	\$3.60 per event

## **ARTICLE 11 – HOLIDAYS**

**Section 1:** Employees hired before February 28, 2008, will receive twenty-five (\$25.00) dollars and employees hired on/after March 1, 2008 will receive fifteen (\$15.00) dollars for the following holidays: Memorial Day, Independence Day, Labor Day, Mothers Day, Fathers Day and Easter Sunday. All current full-time employees will also receive twenty-five (\$25.00) for New Years Day, Thanksgiving Day, Christmas Day and Martin Luther King Day.

**Section 2:** Holiday pay shall be twenty-five (\$25.00) dollars in addition to their regular hourly rate of pay for working on one of the above holidays for those employees who have completed their probationary period as described in Article 2, section 1; above. Those employees who have not completed their probationary period as described in Article 2, section 2; shall receive fifteen (\$15.00) dollars in addition to their regular hourly rate of pay for working such holidays.

**Section 3:** In order to be eligible for holiday pay, employees must work their last scheduled day before the holiday and their first scheduled day after the holiday.

**Section 4:** If an employee is fifteen (15) or more minutes late for reporting time and is sent to work, the employee is eligible for holiday pay as listed above. If the employee is sent home after arriving to work fifteen (15) minutes or more late for work, no holiday pay will be issued.

## **ARTICLE 12 – LEAVES OF ABSENCE**

**Section 1:** Written leaves of absence without pay for reasonable periods of time not to exceed four (4) months shall be granted by Sportservice upon written request of the employee for reason of bona fide illness. Such leaves of absence for bona fide illness shall not affect an employee's seniority rights. A bona fide illness shall be established by written notification to Sportservice from the affected employees' doctor. Said notification shall specify the maximum time required for such leave of absence.

Sportservice may request that the employee be examined by a Company doctor at Sportservices expense prior to granting an extension of a medical leave of absence.

**Section 2:** Personal leaves of absence without pay, not to exceed two (2) months may be granted by written mutual agreement between Sportservice and the employee for other reasons. Under such conditions Sportservice shall determine the extent, if any to which vacation rights shall be affected. The employee must give Sportservice seven (7) days notice in advance of his/her return when returning early from a leave. A request for a personal leave of absence shall not be unreasonably denied. Management reserves the right to determine the reasonableness of the request.

**Section 3:** Any authorized leave of absence may be extended with the approval of Sportservice beyond the time allowed as set forth above.

**Section 4:** The Sportservice Family Medical Leave Policy provides in accordance with the Family and Medical Leave Act (FMLA), unpaid leaves for employees to care for a newborn, newly adopted child or foster child; to care for a seriously ill child, parent or spouse or to recover or receive treatment for serious illness that prevents you from performing the essential functions of your job.

In order to be eligible for family leave the employee must; have worked for at least twelve (12) months and at least one thousand, two hundred and fifty (1,250) hours during the year preceding the start of the leave. Employees shall provide thirty (30) days written notice of the intent to take a leave, before the leave is to begin

Sportservice and Local 24 agree to follow the FMLA and its sections defining Leave Entitlement; Expiration of Leave; eligibility requirements; notice; offsetting paid leave; second opinions; return to work; benefits during leave; procedure to request a leave and record keeping confidentiality.

## **ARTICLE 13 – HEALTH – WELFARE PROGRAM**

**Section 1 – Culinary 345 Plan:** Effective January 1, 2015, Sportservice shall contribute to UNITE HERE HEALTH (hereinafter referred to as Fund), the sum of sixty dollars and thirty cents (\$60.30) per month for each eligible employee (defined as a full time housekeeping leader(s) and full time stock handling leader(s) who are scheduled to work forty (40) hours during the baseball season and thirty-two (32) hours during the off season) from the first day of the month following the employee reaching the end of their probation.

The above rate shall be adjusted as follows:

Effective January 1, 2023	\$44.72 per month, per employee
Effective January 1, 2024	\$40.25 per month per employee
Effective January 1, 2025	To be determined

Effective April 30, 2016, Sportservice will withdraw from the UNITE HERE Health Culinary Fund and cease making contributions. Commencing on May 1, 2016, all eligible employees will receive those benefits through Sportservice. Sportservice shall make the contributions necessary to maintain those benefits.

Such contributions shall be used for insurance coverage for employees eligible for benefits under the Washington National Insurance Company Culinary Plan or a successor carrier as may be designated by the Trustees from time to time.

### **Section 2:**

Eligible employees will have the company sponsored health benefits plan under the same conditions and benefit levels in place at Sportservice for non represented employees.

### **Section 3 – Lay off, Leave, Resign and Discharge:**

(a) In the event of a layoff Sportservice shall continue to contribute the monthly amount of UNITE HERE HEALTH Culinary Plan 345 and/or HMO contributions for an eligible employee for the months following said layoff.

(b) If an eligible employee is on an approved leave for reasons of bona fide illness or proven temporary disability in accordance with the terms and provisions of this Agreement, Sportservice will continue the monthly contribution to UNITE HERE HEALTH Culinary Plan 345 for the first three (3) months of said approved leave.

(c) Those employees eligible for the UNITE HERE HEALTH Culinary Plan 345 contributions who shall take or will be on a “leave of absence” including but not limited to Union business, exclusive of the first three (3) months of an approved leave of absence for reasons of bona fide illness or proved temporary disability or on temporary layoff shall be permitted to continue said coverage at their own option and expense for a length of time as provided by law.

(d) An eligible employee who quits or is discharged shall not be entitled to any additional monthly contribution to the UNITE HERE HEALTH Culinary Plan 345.

**Section 4 – Contributions:** Contributions as provided in this Article are payable for any period while an employee is on paid vacation or a paid holiday. For the purpose of uniformity an employee shall have contributions made on his/her behalf for a day worked if the employee reports for work on a scheduled work day.

## **ARTICLE 14 – SAVINGS PROVISION**

**Section 1:** If any provisions of this 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 and the invalid portions shall be renegotiated by the parties.

## **ARTICLE 15 – SALE OR TRANSFER**

**Section 1:** This Collective Bargaining Agreement shall be binding on any outside lessee or purchaser of the departments set forth in Article 1 (a) of the Collective Bargaining Agreement who is a successor under the National Labor Relations Act, provided that subsequent to the date of transfer any successor Employer shall have the right to terminate this Agreement upon at least sixty (60) days written notice to the Union and to negotiate its own Collective Bargaining Agreement.

## **ARTICLE 16 – VACATIONS**

**Section 1:** The one (1) full-time housekeeping leader shall be entitled to vacation pay determined as follows:

1. Employees must complete one (1) year of service to qualify for vacation benefits
2. Employees with more than one (1) but less than five (5) years of continuous service shall be entitled to vacation pay based upon the following formula:

Number of hours worked per calendar year, inclusive of straight time and overtime hours, up to a maximum of 2,080 hours per year, divided by 52 = number of paid vacation hours.

3. Employees with more than five (5) years of continuous service shall be entitled to vacation pay based upon the following formula:



Number of hours worked per calendar year, inclusive of straight time and overtime hours up to a maximum of 2,080 hours per year, divided by 26 = number of paid vacation hours.

This section shall apply to any additional full time housekeeping leaders or full time stock handling leaders that may be employed by Sportservice, who qualifies under the terms of this Agreement during the term of this Agreement.

**Section 2:** It shall be the option of the housekeeping leader to take earned vacation pay as additional earnings to be paid on the employee's anniversary date of hire. Time off will be granted by Sportservice based upon the demands of Sportservice's business and seniority shall determine the housekeeping leader or stock handler leaders eligibility for the available time off.

## **ARTICLE 17 – NON-PROFIT ORGANIZATIONS**

**Section 1:** The parties recognize that Sportservice is committed to the Greater Detroit Community and to serving the community and the charitable organizations which are involved in enhancing community life. Local 24 is likewise so committed to further these objectives the parties agree that Sportservice shall be allowed to utilize non-profit organizations to staff together with Sportservice employees, concession stand and portable carts. There will be a joint study of the problem with a committee of employees that will meet with the Employer as a way of addressing any concerns or issues that arise from the use of non-profit organizations. Non-profits may comprise up to fifteen (15%) percent of the scheduled workforce in concession stand and portable carts (excluding supervisory and other non bargaining unit personnel).

For games/events which are sold out, Sportservice shall call in all employees on the seniority lists established to work the games/events, provided further that for any games/events for which all employees on the seniority lists have been called into work. Sportservice may utilize as many non-profit organizations to staff concession stand and portable carts as Sportservice deems necessary.

## **ARTICLE 18 – POLITICAL ACTION COMMITTEE**

**Section 1:** Sportservice agrees to honor political contribution deduction authorizations from it employees in the following form:

I hereby authorize Sportservice to deduct from my pay the sum of \$ \_\_\_\_\_ per month and to forward that amount to the \_\_\_\_\_. This authorization is signed voluntarily and with the understanding that the \_\_\_\_\_ will use this money to make political contributions and expenditures in connection with federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail Return Receipt Requested to Treasurer \_\_\_\_\_ and to Sportservice.

**Section 2:** The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the designated financial officer of the Union accompanied by a form stating the name, social security number and address of each employee for whom a deduction has been made and the amount deducted.

**Section 3:** The Union shall indemnify, defend and save Sportservice harmless against any and all claims, demands, suits, attorney fees or other terms of liability that shall arise out of or by reason of action taken by Sportservice in reliance upon payroll deduction authorization cards submitted to Sportservice.

## **ARTICLE 19 – NO STRIKE – NO LOCKOUT**

**Section 1:** During the term of this Agreement the Union will not for any reason, call, sanction or authorize any strike or work stoppage or engage in an interruption of work against Sportservice. Sportservice will not engage in any lockout during the term of this Agreement.

## **ARTICLE 20 – HEALTH AND SAFETY**

**Section 1:** The parties recognize that the Employer has the obligation to comply with all federal and state laws regarding health and safety in the workplace. According, the Employer shall have the obligation to make the necessary and/or reasonable provisions for the health and safety of employees.

The Union recognizing the importance of maintaining a healthy and safe workplace agrees to cooperate with the Employer's effort to carry out its obligations.

Among those matters appropriate for discussion are significant developments in the health and safety fields, review of injury and illness experience of employees and procedures to minimize the employee's exposure to known health and safety hazards.

An employee or a group of employees who believe there is cause for complaint that the Employer has not made reasonable provision for the employee's health and safety may, either discuss the matter directly with the employees supervisor or may take it up with the employees Union representative, who shall discuss the complaint with the employees supervisor. Every effort shall be made to settle complaints promptly at this point through discussion.

**ARTICLE 21 – DURATION**

**Section 1:** This Agreement shall remain in full force and effect from and after March 1, 2023 and shall continue in full force and effect until March 31, 2027; and thereafter from year to year. Should either party desire to make any changes in this Agreement, such party shall not less than sixty (60) days prior to, or on the anniversary date of any extension hereof, serve notice on the other party by certified mail.

SPORTSERVICE:

UNITEHERE! LOCAL 24:

  
\_\_\_\_\_

  
Nia T. Winston, President  
\_\_\_\_\_

Dated: 4/23/24

Dated: 3/21/2024

**SCHEDULE "A"**  
**NON-COMMISSION EMPLOYEES HOURLY RATES OF PAY**

<b><u>Classification</u></b>	<b><u>7/1/23</u></b>	<b><u>3/1/24</u></b>	<b><u>3/1/25</u></b>	<b><u>3/1/26</u></b>
Leader (grandfathered)	\$16.27	\$16.67	\$17.07	\$17.62
Leader (new)	\$15.55	\$15.95	\$16.35	\$16.90
Ass't Leader (grandfathered)	\$15.05	\$15.45	\$15.85	\$16.40
Ass't Leader (new)	\$15.05	\$15.45	\$15.85	\$16.40
Stand Worker	\$14.50	\$14.90	\$15.30	\$15.85
Commissary Worker	\$14.50	\$14.90	\$15.30	\$15.85
Housekeeping Worker	\$14.50	\$14.90	\$15.30	\$15.85
Daiquiri Stand Worker	\$14.50	\$14.90	\$15.30	\$15.85
Suite Servers	\$7.00	\$7.20	\$7.40	\$7.60
Dessert Cart Person	\$14.00	\$14.40	\$14.80	\$15.35
Retail Store Worker	\$14.50	\$14.90	\$15.30	\$15.85
Bartender	\$7.00	\$7.20	\$7.40	\$7.60
Suite Food Runner	\$7.80	\$8.00	\$8.20	\$8.40
Server	\$7.00	\$7.20	\$7.40	\$7.60
In-Seat Server	\$7.00	\$7.20	\$7.40	\$7.60
Bus Person	\$13.25	\$13.65	\$14.05	\$14.60
Club Server	\$7.00	\$7.20	\$7.40	\$7.60
Host/Hostess	\$13.25	\$13.65	\$14.05	\$14.60

**Portable Retail Workers:** Any employee who is currently a portable retail worker, who transferred in the position after the 2004 season but who has worked for Sportservice prior to the 2004 season will be increased to 13% net commission effective March 1, 2008.

**Suite Employees:** Sportservice agrees to add tables and chairs to designated areas where suite employees hold breaks.

**Suite Servers (Party Suites):** Will be staffed in blocks of 3 -5 party suites. The parties will discuss any issues that arise in the Labor-Management meetings-

**Post-Season Video Board Games:** For post season away games shown on the video board, employees shall be paid at a rate of seventy-five (.75¢) cents per hour over their hourly rate regardless of the date of hire.

**Major League All Star, Divisional Playoffs, ALCS** For Major League All Star games played at Comerica Park, Divisional Playoffs and ALCS home games, non-commission employees shall be paid at the rate of one dollar and twenty five cents (\$1.25) per hour over their current hourly rate regardless of the date of hire.

**World Series:** For World Series home games, non-commission employees shall be paid at the rate of two dollars (\$2.00) per hour over their current hourly rate regardless of the date of hire.

**Tipped Workers Training Wage:** Follow either the Michigan or Federal minimum wage law whichever is greater. The Employer agrees to pay .25¢/hr. above the minimum wage.

### **Suite Servers**

Suite servers shall receive in addition to the above hourly rate a minimum gratuity of 10% of the total bill to the suite holder. It is understood that the minimum gratuity paid results in the server achieving the Federal Minimum Wage.

Suite servers shall choose their suites to work by seniority. Each suite server shall bid upon his/her suites at the beginning of each season. The bidding for suites shall take place only once a year, with the exception of suite blocks, which become available during a season, owing to a suite server who resigns, is discharged, or laid off, etc. When a Suite Server vacancy has occurred, the open vacancy shall be bid upon with fourteen (14) days of the vacancy. In the event of reinstatement, the employee shall return to their former original suite bid done at the beginning of said season within fourteen (14) days.

Suite servers will receive fifty dollars (\$50.00) when the guest brings their own food and Sportservice charges a fee.

Suite food runners shall receive in addition to the above hourly rate a minimum gratuity of 5% of the total bill to the suite holder that will be pooled among the Suite food runners group each week.

With the exception of the suite block in which the owners suite is located, suite blocks will consist of no less than five (5) suites. In the event that there are additional suites for which servers are responsible, the suites will be divided among the servers who work in suites closest to/adjacent to the suite(s) belonging to the absent server. In the event of layoffs, the Employer will re-bid the blocks.

Dessert cart persons shall receive in addition to the above hourly rate a minimum amount of fifty (.50¢) cents per dessert served. They will also receive \$1.25 for each Root Beer Float that is served.

Beginning in the season of 2003, portable retail workers shall receive 13% net commission of their retail sales. Portable retail workers who are hired for the 2004 season and all subsequent seasons shall receive 10% net commission of their retail sales.

A stand worker, daiquiri stand worker, commissary worker or housekeeping employee who is hired after March 1, 2004 will receive an hourly rate of pay which is one (\$1.00) dollar less than the contractual rate of incumbent workers in the workers first year. Upon the anniversary of one (1) year with Sportservice, the worker shall receive twenty-five (.25¢) cents less than the rate for incumbent workers. Upon the anniversary of two (2) years with Sportservice, the worker shall receive the current rate of pay for his/her classification.

When an employee works in another classification for over one (1) hour, that employee shall receive the higher rate of pay. Additionally, when an employee works in a classification which pays a lesser rate the employee shall receive his/her original rate of pay.

**Suite Servers when working a “Corporate Suite Even” shall receive \$200 if this is the sole suite the server is working and the server was not in other suites that evening, not making any other gratuities beyond this, the company shall pay the \$200. A sub-server should work this suite.**

**SCHEDULE "B" VENDING**  
**EMPLOYEE PERCENTAGES**

**Vending Employee Commission on Net Sales**

Revenues after Sales Tax

**Vending – Food and Non-alcoholic**

<b>Grandfathered</b>	
<b>Hired prior to 03/01/04:</b>	<b>22%</b>
<b>Hired after 03/01/04 through 2/28/08:</b>	<b>16%</b>

**Hired after 03/01/08:**

**Vendors with 0-3 years of service: 16%**

**Vendors with 3+ years of service: 16%**

**Beer/Alcoholic Beverages**

<b>Grandfathered</b>	
<b>Hired prior to 03/01/04:</b>	<b>15%</b>
<b>Hired after 03/01/04 through 2/28/08:</b>	<b>14%</b>

**Hired after 03/01/08:**

**Vendors with 0-3 years of service: 11%**

**Vendors with 3+ years of service: 12.5%**

**SCHEDULE “C”**  
**TIGER CLUB PERCENTAGES**

**Classification**

Server, bartender, bus person, host and food runner

**Buspersons**

Shall receive a 2% gratuity on all food and beverage.

**Catering (Bartenders and Servers) Set up:**

**4/1/16**

\$10.10

**Catered Events:**

“A” \$19.10

“B” \$16.10

“C” \$13.10

Service bartenders shall receive 2% gratuity on all sales.

**Availability:** Tiger Club employees can declare unavailability for 3 games in a season without forfeiting seniority. In addition, there will be an off season seniority list for non-baseball catering events based on availability.



### **SIDE LETTER 1: FOOD/MEALS**

Employer agrees to provide a health food option for employees.

### **SIDE LETTER 2: LABOR – MANAGEMENT COMMITTEE**

Dates shall be set at the beginning of the season for the Labor-Management meetings. All changes to any work rules and policies shall be submitted to the Union before implementation by Sportservice.

### **SIDE LETTER 3: SUITE SERVERS**

All Suite Servers that bid successfully on the Owner block of suites shall maintain the gratuity and wage rate that is currently in place as of the ending of the 2007 season. This will not be split with the Runners.

### **SIDE LETTER 4: BARTENDER ROTATION AND CART ASSIGNMENTS FOR BEER HALL/TIGER DEN**

Bartenders will rotate equally daily assignments between permanent bar stations. At beginning of season will agree, by seniority, the assigned stations and where rotation begins. Portable Bar stations that are part of Beer Hall and Den will have their own rotation. The above rotation is for these locations and those bartenders within these locations only. Should any unforeseen issue come up during the term of the contract, the company and the Union agree to meet and negotiate any changes to this rotation system outlined.

### **SIDE LETTER #5: HOUSEKEEPING VACATIONS**

The current 1 full-time housekeeper shall be eligible for 4 weeks of vacation in a calendar year.