

AGREEMENT

Between

**VOLUME SERVICES, INC.
d/b/a CENTERPLATE AT THE
COBO CONFERENCE AND
EXHIBITION CENTER**



And

UNITE~~HERE~~! LOCAL 24



December 1, 2017 through November 30, 2022

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COLLECTIVE BARGAINING AGREEMENT COBO HALL

This Collective Bargaining Agreement (the "Agreement") is made and entered into by and between Volume Services, Inc. d/b/a Centerplate at the COBO Conference and Exhibition Center (the "Employer") and UNITE HERE! Local #24, AFL-CIO (the "Union").

Whereas, the Union represents a majority of the bargaining unit employees of the Employer and, whereas, it is the desire and intention of the parties to provide orderly collective bargaining relations between the Employer and the Union, 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 the Employer and the employees and observance of the Employer's rules for their mutual benefit.

Therefore, the parties agree as follows:

ARTICLE 1: UNION RECOGNITION – UNION MEMBERSHIP – UNION RELATIONS

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining regarding the respective rates of pay, hours of work and other conditions of employment for the bargaining unit employees in the classifications described in Schedule "A" and Schedule "B" of this Agreement. Office employees, guards and supervisors as defined in the National Labor Relations Act, as amended, are excluded from this Agreement.

Section 2. The terms and provisions of this Agreement shall be effective with respect to all operations that the Employer now operates at the COBO Conference and Exhibition Center, or may hereinafter operate at any time during the life of this Agreement at the COBO Conference and Exhibition Center.

Section 3. At least once per calendar quarter, the Employer shall allow the Union to hold a Union orientation meeting – to give information about the Union, this Agreement, and rights and benefits under this Agreement – on Employer premises for all new hires, if space is available. Any such meeting shall not disrupt the operations of the Employer or the COBO Center. Further, in the event that the Employer hires ten (10) or more bargaining unit employees within a four-week period, or in anticipation of a large event, the Employer shall allow the Union to hold a Union orientation meeting for those new hires as soon as practicable, and if space is available. Any Union orientation meeting shall be held at a mutually agreed location and time, for up to one half-hour in duration, and shall be free from any Employer surveillance or interference. Attendance at the Union orientation meeting shall be voluntary and will be unpaid time. Within one month after the Employer hires a new employee covered under this Agreement, or upon the Union's request, the Employer shall provide the Union the following information: the employee's full name, social security number, contact information

(phone number[s], current residential address, and any email address), job title, classification, department, and full-time or part-time status.

Section 4. In order to facilitate the employment of certain classifications of new employees, to ensure the Employer a regular source of available skilled labor, to assure culinary craft employees an efficient system of locating employment and protecting job rights accrued while in the employ of various employers in the trade in this area, the Union herein undertakes to refer to the Employer qualified food service candidates.

Section 5. It is understood and agreed by the Union and the Employer that the selection of applicants for referrals to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. The Employer's selection of applicants for referrals to jobs shall be subject to the following terms and conditions:

- a) It is agreed that the Employer has the right to reject any job applicant referred by the Union.
- b) The parties agree to post in places where notices to employees and applicants are customarily posted, information relating to hiring and any other rules which may be adopted relating to applying for open positions.
- c) Employees will be hired without discrimination as to religion, race, creed, color, national origin, age, sex, height, weight or marital status, or any other characteristic protected by law, excluding occupations where bona fide service requirements require the use or exclusion of employees with specific characteristics. In addition to hiring, the application of non-discriminatory policies shall apply to upgrading, demotion or transfer, recruitment, rates of pay and selection of trainees.

Section 6. Union dues and initiation fees or reinstatement fees shall be paid by employees through a check-off. However, no such sums shall be deducted by the Employer from any employee's wages unless and until the employee has voluntarily signed a waiver card authorizing the deduction of same, such assignment not being irrevocable for a period longer than one (1) year or the termination of this Agreement, whichever first occurs, at which time it may be revoked by written notice given by the employee to the Employer and the Union at any time during a period of ten (10) days prior to the expiration of this Agreement, whichever is sooner. If no such notice is given, the employee's authorization shall be irrevocable and automatically renewed for successive periods of one (1) year thereafter, with the same privilege of revocation at the end of each such period. The money so authorized shall be deducted from one paycheck per month, up to the amount allowed by law.

Section 7. In the event that 2012 Public Act 348 [amending MCL 423.14] is repealed, replaced, judicially declared invalid, or otherwise amended so that the payment of Union dues or service fees may be required for employment or continuing employment, then the parties agree to reinstate the contract language set forth in the Union Security provisions of the last

collective bargaining agreement in effect at and prior to the effective date of the Act – specifically, Article 1 Sections 3 and 4 of the 2011-2014 collective bargaining agreement. In that event, the former Union Security provisions set forth therein shall thereafter be in full force and effect.

Section 8. The Employer agrees to admit to the establishment at all reasonable times any authorized representative or representatives of the Union for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in adjusting grievances. The Union representatives shall provide the Employer's General Manager one (1) hour of notice before entering the work place. Union Representatives are required to adhere to all building policies as may be issued from time to time by the COBO Conference and Exhibition Center.

ARTICLE 2: WORK WEEK – HOURS OF WORK – REPORTING FOR WORK – DEFINITION OF STEADY, A LIST AND B LIST EMPLOYEES

Section 1. Eight (8) hours of work shall constitute a work day and five (5) days of work in the established payroll week of the Employer shall constitute a work week, except as it applies to banquet servers.

Section 2. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day and for all hours worked in excess of forty (40) hours in any work week. The provisions of this Section shall not apply to banquet servers.

Section 3. Any employee regularly reporting for work on any regularly scheduled working day shall be paid for the minimum hours as defined in Schedule "A" and Schedule "B" of this Agreement. This provision shall not apply in any case of extreme emergency, extreme emergency being defined as fire, tornado, hurricane, civil commotion or acts of God. The employee shall, however, whenever working during any such emergency, be paid for all hours actually worked, and in no case less than one-half (1/2) of the minimum hours defined in Schedule "A" or Schedule "B" of this Agreement.

If the Employer schedules a mandatory meeting, employees shall be required to attend. Those employees who are attending on their day off shall be paid two (2) hours pay, at their straight time hourly rate, or the established minimum wage, whichever is greater. In the event the meeting exceeds two (2) hours, the employees will be paid for the duration of the meeting. Those employees who are either required to report earlier than their normally scheduled shift or remain later than their normally scheduled shift shall be paid at their straight time hourly rate, or the established minimum wage, whichever is the greater, for the duration of the meeting. Wait staff employees who are attending will be paid the minimum wage for all hours in attendance.

Section 4. Steady, “A List”, “B List”, and “C List” Employees:

- a) A “steady” employee is defined as any employee who is regularly scheduled to work four (4) eight (8) hour days or more per work week.
- b) An “A List” employee is defined as an employee who is on a list maintained by the Employer and whose first obligation is to work for the Employer in its operations at the COBO Conference and Exhibition Center. There shall be no specified weekly hours or set schedules for “A List” employees. The Employer shall, if possible, notify “A List” employees of their work schedules for the week by Thursday of the preceding week.
- c) A “B List” employee is defined as any employee who is called by the Employer for special work assignments. Such “B List” employees shall be paid at the rate listed on the attached Schedule “B”.
- d) A “C List” employee is defined as large event staffing (LES) and/or extra employees.
- e) Large Event Staffing/Extra Employees – See Letter of Understanding on page 30.

Section 5. Employees shall work overtime only when requested to do so by their supervisors.

Section 6.

- A. All work schedules for steady and “A List” employees shall be posted one (1) week in advance, whenever reasonably possible. The Employer shall establish work schedules so as to afford employees a choice of work schedules in the same job classification on a seniority basis. It is understood and agreed that work schedules may change and that there is no guarantee of any employee working certain hours or schedules. If the Employer receives sufficient prior notice from its client, the Employer will give employees notice of any schedule changes twenty-four (24) hours prior to the originally scheduled shift. Work schedules will be established consistent with Schedule “A” and Schedule “B”.
- B. Schedules will be posted via the smart phone app by 3pm each Wednesday for the following workweek (Wednesday-Tuesday). Employees who cannot comply with the posted schedule must communicate such inability to the Employees department head by Friday at 3pm.

The app will allow the employee to view schedules beyond the current and following week. These schedules are tentative and will not be confirmed until one week prior.

ARTICLE 3:

WAGE RATES AND SPECIFIC WORKING CONDITIONS

Section 1. Wages for all employees shall be paid weekly. The Employer reserves the right to change the day of the week for payday.

Section 2. The listing of the job classifications in Schedule "A" and Schedule "B" attached hereto shall not be construed to mean that the Employer must hire employees in such job classifications, but when employees are hired by the Employer in any of said job classifications, such employees shall be paid at the rates fixed for their specific job classifications.

Section 3. This contract shall not operate to deprive any employee from receiving a wage higher than the Union scale in consideration of superior knowledge and ability. Any employee receiving wages higher than the contract minimum rate for his/her job classification shall have such differential maintained during the life of this Agreement. There shall in no event and at no time be a reduction in wages or deprivation of benefits to any employee covered by this Agreement. This Agreement embodies the entirety of the parties' agreement and no agent or member of the Union is authorized to waive or modify any provisions hereof.

Section 4. When an employee performs work in two (2) or more job classifications during a shift, then such employee shall be paid at the rate of the highest job classification for actual hours worked in that classification, provided the job assignment in the higher job classification lasts at least one-half (1/2) continuous hour.

The Employer may assign an employee, on a volunteer basis, to other classifications based on the work needs of the department. In such case, the employee will earn the rate of pay for that classification for hours worked in that classification. When an employee is assigned on a voluntary basis to other classifications, the Union Steward will be notified of such assignment.

Section 5. Management will provide the Union with a list of steady, "A List" and "B List" employees at least once per quarter. All employees currently on these lists shall receive the contract rate.

- a) All newly hired employees shall receive twenty-five percent (25%) less than the current hourly rate, or the then-current minimum wage, whichever is greater.
- b) After one hundred eighty (180) calendar days from their hire date, newly hired employees shall receive the current contract rates.

Section 6. **Bargaining Unit Work.** The parties agree that bargaining unit work is intended to be performed by bargaining unit employees except as otherwise provided in this Agreement. Consistent with that understanding, it is agreed and understood that supervisors and/or other non-represented employees may perform bargaining unit work under the following conditions:

- a) In emergency situations, and where bargaining unit employees are not available, provided that the Employer has made a reasonable effort under the circumstances to find a readily available bargaining unit employee to perform the work; or
- b) Where such duties are incidental to the performance of supervision, including training.

ARTICLE 4: LEAVE 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 Centerplate 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 Centerplate from the affected employees' doctor. Said notification shall specify the maximum time required for such 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 Centerplate and the employee for other reasons. Under such conditions Centerplate shall determine the extent, if any to which vacation rights shall be affected. The employee must give Centerplate 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. **Illness.** Written leaves of absence without pay for reasonable periods of time, not to exceed four (4) months shall be granted by Centerplate upon written request of the employee for a bona fide illness. A bona fide illness shall be established by written notification to Centerplate from the affected employees' doctor. If a leave of absence is occasioned by an accident or illness resulting from employment with the Employer, and the employee thereafter returns to work with the Employer, the employee's seniority and available benefits will remain the same as before the leave of absence began. Upon returning to work, employees shall be assigned to their previously held position (or a comparable position, if the employee's right to reinstatement has been eliminated through a layoff procedure), shift, and hourly rate of pay, including any contractual wage increases that occurred during the leave of absence.

Section 4. **Union Business Leave of Absence.** Employees hereinafter elected or appointed to a full time Union position may be granted an unpaid leave of absence or an employee may be granted a leave of absence for other Union business. Time spent on Union leave by Employees will be considered time worked for purposes of seniority and benefit accruals. Leaves of absence for Union business shall not exceed six (6) months without an extension (7-day notice). No more than four (4) employees may be on this leave at any one time.

Vacation benefits would be split by Employer and Union on a prorated basis when an employee is granted union business leave.

Upon returning to work, the employee shall have her or his same seniority date, classification and rate of pay and shift.

ARTICLE 5: VACATIONS

Section 1. After a steady employee has been in the employment of the Employer for twelve (12) months, he/she shall be entitled to one (1) week vacation with pay. After such employee has been in the service of the Employer for twenty-four (24) months, he or she shall be entitled to two (2) weeks' vacation with pay. Vacation pay shall be payable during the week of May 1st of each year. Pay for the vacation period shall be computed on the basis of the average straight-time weekly rate of pay received by such employee during the preceding twelve (12) months.

Section 2. Employees on the "A List" shall receive one (1) weeks' vacation with pay, at the rate of One Hundred and Thirty Dollars (\$130.00) for the week, if they remain on the "A List" from the date of their one (1) year anniversary and up to two (2) years from the date of their anniversary. Employees who have continuously remained on the "A List" for two (2) years from the date of their anniversary and up to eight (8) years from the date of their anniversary shall receive one (1) weeks' vacation with pay, at the rate of One Hundred Sixty Dollars (\$160.00) for the week. Employees who have continuously remained on the "A List" for eight (8) years or longer from the date of their anniversary shall receive vacation pay, at the rate of three Hundred Sixty Dollars (\$360.00) for the week. An employee's anniversary date shall be his/her original hire date at the COBO Conference and Exhibition Center. The Union and the Employer will meet to establish an agreed-upon list of anniversary dates. Vacation shall be due and payable during the week of May 1st of each year.

Section 3. "B List"/ "C List" employees shall not be eligible for vacation payments.

Section 4. If an employee quits without a two (2) week notice, or is discharged for any reason, he/she shall not be entitled to payment of any vacation benefits. In the event that an employee quits with a two (2) week notice before May 1st of a given year, he/she may receive vacation benefits on a prorated basis.

ARTICLE 6: HOLIDAYS

Section 1. Steady employees shall be paid their straight time hourly rate for the following holidays if not worked and double their straight time hourly rate if the holidays are worked: New Year's Day, Martin Luther King Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Eve.

Section 2. "A List" employees shall be paid one and one-half (1½) times the regular rate of pay for hours worked on the above holidays.

ARTICLE 7: SENIORITY

Section 1. Definition.

- a) An employee's seniority shall be the period of his/her most recent continuous service with the Employer within the bargaining unit job classification per department covered by this Agreement expressed in terms of years, months and days. If two (2) or more employees began working for the Employer on the same day, their seniority shall be determined by the Employer based on the last four (4) digits of each employee's Social Security number. The employee with the highest Social Security number shall earn the highest seniority ranking. The principle of seniority shall be applied to the extent and in the circumstances and manner set forth in this Agreement.
- b) The Employer agrees to recognize the seniority of an employee in specific job classifications within each department, with steady and "A List" employees carrying separate seniority. "B List" employees in the wait staff, concessions and bartender classifications will carry separate seniority. The Employer and the Union shall agree on "B List" seniority lists for the wait staff, concessions and bartender classifications, or any other classification with a "B List" of two (2) or more employees.

Section 2. Probationary Period. The first forty-five (45) working days of employment of each newly hired steady employee shall be considered his/her probationary period. The first fifteen (15) event days worked after employment begins shall be considered the probationary period for newly hired "A List" employees. In addition:

- a) A probationary employee shall have no seniority rights until completion of his/her probationary period.
- b) A probationary employee may be discharged, without recourse by the Union or the employee, to the grievance and arbitration procedure in this Agreement.

Section 3. After proper notification and acceptance of a shift, "A List" employees who fail to report for three (3) event days in a calendar year (January to December) shall be moved to the bottom of the list that designates the order in which "A List" employees will be called for events. Such employee shall remain at the bottom of the list for six (6) months. "B List" employees who fail to report for three (3) consecutive shifts or a total of four (4) event days in a calendar year (January to December) shall be moved to the bottom of the list that designates the order in which "B List" employees will be called for events, regardless of the employee's stated availability. Such employees shall remain at the bottom of the list for six (6) months. For "A List" or "B List" employees, a valid doctor's note or a death in the immediate family will excuse the occurrence of the failure to report. The Employee is responsible for clocking in no

earlier than 7 minutes prior to their scheduled shift when scheduled for work and responsible for clocking out no later than 7 minutes after their scheduled departure time.

Loss of Seniority – Seniority and job rights for steady, “A List”, “B List” and “C List” employees shall terminate for the following reasons:

- a) Voluntary quitting or retirement;
- b) Discharge for just cause;
- c) Failure to return to work after recall as provided in this Agreement;
- d) Failure to return to work promptly at the end of an authorized leave of absence (absent notice from the employee of a change in their condition such that they might be able to return to work within a reasonable and foreseeable period of time following the expiration of such leave);
- e) Being on layoff for a period equal to the employee’s seniority or one (1) year, whichever is less; or
- f) Absence for three (3) consecutive shifts without notice to the Employer.

Section 4.

- a) Shift and Day Off Preference for Steady Employees – When changes in scheduling of shifts and/or days off occur within a department, the employee with the most seniority within the employee’s department and classification shall be given preference. Bidding within the employee’s department for changes in days off and shifts can be made only when openings occur or the Employer requires schedule changes.
- b) New Classification-When a new classification is created, the new classification shall be made known to all employees by posting the classification on the employee bulletin board, giving full explanation of the responsibilities and job description for the classification. Employees desiring consideration for the new classification shall follow the Employer’s application procedures and guidelines. When skill and ability are equal, the most senior employee shall have preference over other employees and applicants provided, however, that the Employer reserves the right to make the final determination of skill and ability.
- c) Vacancy and Promotions – Whenever a vacancy or opportunity for a promotion occurs, excluding those created by leaves of absence, vacations or the creation of a new supervisory position, employees who desire to be considered for the open position shall follow the Employer’s application procedures and guidelines. Before promoting to the “A List” or “B List”, the most senior employee must be moved to the top of each list. Any vacancy occurring in slots on the “A List” or “B List” will be posted within fourteen (14) days of the vacancy. The Employer will make reasonable efforts to fill the vacancy within thirty (30) days of the vacancy. When existing skill and ability are

equal, the employee from the "B List" will fill the "A List vacancy", and employee from the "C List will fill the "B List" vacancy. The Employer reserves the right to make the final determination of skill and ability. If no employee, applicant or candidate has the required skill and ability, the Employer reserves the right to offer job skills training to the most qualified employee, applicant or candidate. The Union shall be notified of the successful candidate. (see letter of understanding)

A successful bidder shall not be allowed to bid into another classification for six (6) months.

A transferred employee shall have probationary status in the new position for the first sixty (60) days worked. At any time during this probationary period, the Employer may return the employee to his or her former job position or, the employee has the right to return to his/her former bargaining unit position without loss of seniority within the first sixty (60) calendar days.

Section 5. Employees Promoted to Supervisory Positions-Supervisory positions shall be exempt from this Agreement. An employee promoted to a supervisory position shall, for forty-five (45) calendar days after such transfer, have the right to return to his/her former bargaining unit position without loss of seniority.

Section 6. Within a classification and department, the Employer shall observe seniority as defined in this Agreement. Seniority shall prevail for vacation, days off, and hours of work, provided the remaining employees have the skills and ability to do the job. Also, for the four (4) highest-seniority bartenders on the "A List," seniority shall prevail for assignments or stations. Other bartenders and wait staff may express a preference for assignments or stations.

In the event additional personnel is needed in the classification and department after the A List has been exhausted by classification and department, the Employer shall schedule employees from other classifications and departments by skill and ability. In the event skill and ability are equal, seniority shall be observed. The Employer shall be the sole judge of skill and ability.

ARTICLE 8: MEAL PERIOD AND REST PERIODS

Section 1. Rest Periods-Employees who work four (4) to six (6) hours per shift shall have one (1) fifteen (15) minute unpaid rest period. Employees who work six (6) to eight (8) hours per shift shall have two (2) fifteen (15) minute unpaid rest periods. One (1) rest period may be taken during the first four (4) hours and one (1) may be taken during the second four (4) hours. All employees must sign in and out for all rest breaks. Employees shall, if possible, be scheduled for eight-and-one-half (8.5) hour shifts in order to afford such rest periods.

Section 2. **Meal Periods.** Employees who work six (6) to eight (8) hours per shift shall also have one (1) thirty (30) minute paid meal period after six (6) hours. The Employer will provide healthy meal options daily to employees, if the kitchen is open. If there is any

discrepancy on “healthy meal option”, the Union and the Company shall meet to discuss the definition of “healthy meal option”, in order for this to be provided.

An area for employee meals shall be designated by the employer. All employees will be required to eat only in the designated meal area. Employees will not be permitted to eat from Retail or Catered events at any time unless otherwise told by the Employer. All meal periods will be scheduled in advance.

ARTICLE 9: UNIFORMS

The Employer shall furnish and launder all uniforms and sharpen the cooks’ tools whenever necessary. The Employer agrees to provide the following clothing items to steady and “A List” employees:

<u>Retail</u>	<u>Employer Provides</u>	<u>Employee Provides</u>
Stand Manager	Centerplate Polo Shirt (2)	Black Shoes/Stockings
	Centerplate Hat (1)	Clean Black Shoes
	Centerplate Black Apron (1)	Black Pants
Cashier	Centerplate Polo Shirt (2)	Black Shoes/Stockings
	Centerplate Hat (1)	Clean Black Shoes
	Centerplate Black Apron (1)	Black Pants
Attendant/Runner	Centerplate Polo Shirt (2)	Black Shoes/Stockings
	Centerplate Hat (1)	Clean Black Shoes
	Centerplate Black Apron (1)	Black Pants
Culinary		
Cooks/Prep Cook	Centerplate Chef Coat	Black Pants
	Chef’s Apron	Black Socks
	Chef’s Hat or Hairnet	Black Shoes-Non-Skid

Pantry	Centerplate Chef Coat	Black Pants
	Chef's Apron	Black Socks
	Chef's Hat or Hairnet	Black Shoes-Non-Skid
Stewarding/Utility	3 Centerplate Shirt	Black Pants
		Black Socks
		Black Shoes
Banquets	Two 2 jackets, as needed	Black Pants
Servers		Black Socks
		Black Shoes
Bartender	Banquet Jacket (2)	Black Pants
		Black Socks
		Black Shoes
Bar Porter	Centerplate Polo Shirts (2)	Black Pants
		Black Socks
		Black Shoes
Warehouse	Centerplate Shift (2)	

“B List” employees shall be provided uniforms on an as-needed basis.

All clothing items provided by the Employer shall be returned upon the employee's separation from employment with the Employer. Such clothing items shall at all times remain the property of the Employer. Employees will keep the clothing items issued to them in a satisfactory condition. Employees requiring replacement clothing items will return any damaged or worn articles to the Human Resources office for replacement.

It is recognized and agreed that the Employer may make and enforce rules relating to the personal appearance, grooming and dress of the employees, either through the Employee Handbook or separate work rules.

ARTICLE 10: SUBCONTRACTING

The Employer shall only subcontract with a subcontractor to provide a specialty food and/or beverage item which the Employer cannot market, or in the event the Employer does not have proper or sufficient equipment to meet business demands, and will make a good faith effort to have the subcontractor employ existing employees at the contract rates. If the Employer is not successful in having the subcontractor employ existing employees, the Employer will notify the Union explaining the reasons.

ARTICLE 11: RIGHTS OF THE EMPLOYER – RIGHTS OF EMPLOYEES

Section 1. The Employer shall have the right to control and direct its employees. This right shall include, among other things, the right to hire, promote, lay off, transfer, discipline, discharge, refuse to hire, set work schedules, make work assignments and direct and control its operations. The Employer has the right to establish, maintain, enforce and change reasonable work rules, policies and procedures. The Employer reserves the right to drug/alcohol test new hires as a condition of employment or current employees for cause (e.g. those employees showing signs of intoxication or smell of alcohol). The Employer shall have the right to conduct background investigations on all employees. Nothing in this Article is intended to limit any of the inherent functions of the Employer or to define all such functions.

Section 2. The Employer's employees shall be afforded all applicable federal, state, and local employment rights. The Employer agrees not to discriminate against or discharge any employee because of his/her lawful union activity. The Employer shall have the right to discharge any employee for just cause. No employee shall be discharged for Union activities.

Section 3.

- a) Discipline and Discharge-High standards of conduct as determined and established by the Employer are necessary to preserve the Employer's reputation and public image and to insure a safe, harmonious and productive working atmosphere.

Certain offenses are considered to be so serious that an employee may, at the discretion of the Employer, be discharged automatically. A non-exhaustive, but illustrative list of examples of such offenses and misconduct include, but are not limited to the following:

- 1) Insulting, arguing with and being discourteous to or using profane language in the presence of customers or guests.
- 2) Fighting or use of threatening words, regardless of who provokes it (may result in automatic termination of all involved parties).
- 3) Falsification of records such as medical forms, time cards or employment applications.
- 4) Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs, or hallucinatory agents upon reporting to work, during working hours, or when on the Employer's or Convention Center property such that the employee can be identified as an employee of the Employer, including off-duty time on the Employer's or Convention Center property, or any violation of the Employer's Drug Free Workplace Program.
- 5) Violation of the Employer's operating rules and procedures, which may result in damage to the Employer's or Convention Center property or in bodily injury to a fellow employee or guest.
- 6) Gambling or sleeping while on duty.
- 7) Dishonesty or misconduct that is detrimental to the Employer.
- 8) Repeated violations of the Employer's dress code and grooming policy.
- 9) A pattern of absenteeism and/or repeated tardiness.
- 10) Willful insubordination or refusing to obey a directive of a supervisor.
- 11) Bringing illegal drugs, alcoholic beverages, explosives or firearms or other weapons onto the Employer's or Convention Center property.
- 12) Immoral or illegal conduct or solicitation for immoral or illegal activity.
- 13) Intentionally abusing, misusing or destroying the Employer's property, Convention Center property or the property of other employees or guests.
- 14) Refusal to permit inspection of employee lockers, back packs, purses, other personal effects or packages being removed from the Employer's or Convention Center property. A Shop Steward will be present when available during routine or scheduled inspections.
- 15) Clocking another employee in or out or requesting another employee to clock you in or out or any other falsification of timecards, schedules and attendance records.

- 16) Confronting customers about tips.
- 17) Consuming alcoholic beverages or controlled substances while on duty; consuming alcoholic beverages in excess while attending an event at the Convention Center such that the employee can be identified as an employee of the Employer; reporting for work under the influence of alcoholic beverages or controlled substances; being in possession or bringing onto the Employer's or Convention Center property any intoxicating beverages or controlled substances; or other violation of the Employer's alcohol and drug policy.
- 18) Failing to promptly report any accident, injury, illness or unsafe condition, defective equipment or damage to the Employer's property to your supervisor.
- 19) Knowingly serving inedible, unsanitary or unsafe food.
- 20) Giving away the Employer's property, including, but not limited to, equipment, food, supplies or product, without prior written authorization from your supervisor.
- 21) Making false or malicious statements concerning any customer, fellow employee, supervisor, the Employer or its products.
- 22) Performing personal work on Employer time without prior permission from your supervisor.
- 23) Pouring or serving drinks for anyone other than a paying customer of legal age, or pouring drinks for another employee, except as part of your job responsibility.
- 24) Refusing to participate and fully cooperate in the investigation of any accidents, theft or other incidents of misconduct or violation of the Employer's policies.
- 25) Violating the Employer's equal opportunity and/or harassment or discrimination policies.
- 26) Engaging in excessive, unnecessary or unauthorized use of the Employer's property including, but not limited to, use of equipment, supplies or product for personal purposes.
- 27) Leaving the premises while on duty (except as required by one's job) without prior approval from your supervisor or during an authorized break, or leaving the workplace or the usual or assigned place of duty without the permission of your supervisor.
- 28) Having unauthorized firearms or other weapons of any kind on the Convention Center premises, including the parking lot.

- 29) Except as set forth in Section 3(a) of this Article, progressive discipline shall be as follows for all other violations of company standards.

1st Violation – Verbal Counseling

2nd Violation – Written Warning

3rd Violation – Written Warning (3 day suspension)

4th Violation – Written Notice with Termination

Section 4. The parties agree that mutual respect between employees and supervisors is necessary for an environment in which productive and high-quality work can be performed. Behaviors which contribute to a hostile, humiliating, or intimidating work environment, including but not limited to abusive language or behavior, are unacceptable. Employees who believe that they are subject to such behavior should raise their concerns with an appropriate manager or supervisor, and shall be entitled to Union representation at a meeting to raise such concerns. Such a meeting will be scheduled at an agreed upon time and place. The Employer's General Manager or his/her designee will attend such meeting on the Company's behalf. If an employee's concerns are not addressed by such meeting, the employee's only recourse shall be to request mediation through the Federal Mediation and Conciliation Service and/or the Michigan Employment Relations Commission. However, alleged violations of this section concerning whether a meeting was afforded and/or whether Union representation was provided may be processed under the grievance arbitration procedure set forth in Article 13 of this Agreement.

ARTICLE 12: GENERAL PROVISIONS

Section 1. The wage scales herein noted shall be exclusive of meals, laundry, linens and repair on all working equipment.

Section 2. The Employer shall provide clean, comfortable and separate dressing rooms for male and female employees. Employees shall provide their own combination locks or key locks for all lockers in its work areas. The Employer reserves the right to inspect lockers and other personal property. Dangerous or illegal items shall be confiscated. The Employer shall investigate all allegations of theft or misuse of the Employer's property, or employee property, and contact authorities as necessary.

Section 3. The Employer's current payroll system is weekly, with checks issued on Wednesday of the week following the last day of the pay period. The Employer agrees to furnish to each employee, if requested, an itemized statement in writing showing gross wages paid and all deductions from such wages. Employees can also access such information on-line or by calling the designated 800 number and requesting such information to be sent by facsimile to the employee. In cases where an employee believes that his/her paycheck does not contain the full amount due him/her, he/she shall be required to fill out a wage discrepancy form and submit the form to the payroll department. The Employer agrees to investigate the claim and issue its determination promptly.

Section 4. All employees covered by this Agreement shall be covered by worker's compensation insurance and by state unemployment compensation insurance.

Section 5. Steady and "A List" employees, upon submission of proof of death and relationship to the deceased, shall be permitted three (3) days of bereavement leave immediately following the date of death. If the employee requests extra bereavement time, the Employer shall grant extra time off that is mutually agreed upon. Employees on bereavement leave shall receive one Hundred Dollars (\$100.00). Bereavement leave and pay shall only be granted and paid for death in the employee's immediate family, which is defined as the employee's current spouse, children, employee's mother and father, grandparents, employee's brother and sister and current step children.

Section 6. Regular employees who have completed the probationary period are entitled to jury duty leave with pay as follows:

Steady and A-List Employees called to serve on a jury during regular working hours shall be paid the difference between jury duty pay and regular pay for their scheduled shifts, up to a maximum of twenty (20) days per year. If released from jury duty by noon on any day, the employee must call his supervisor or manager to determine whether or not the employee is to report to work for the remainder of the day.

Section 7. **Parking.** The employer hereby offers the employee a monthly access rate of One Hundred and no/100 Dollars (\$100.00) per space, per month for rental of 50 parking spaces for the effective said date. The 50 spaces will only be made available within the Cobo Center Congress Garage (25) and Cobo Roof Deck (25). The Company reserves the right to move parking leases to any garage, in any amount for the duration of this agreement with thirty (30) days' notice at the same monthly access rate.

The parking deduction will be deducted from the paycheck issued in the first week of each pay period. If there are insufficient funds in said paycheck, the remaining balance will be taken out of the next weeks' paycheck and so on. If the employee does not work at all, it is the employee's responsibility to make payment. Failure to make payment will result in revocation of parking access card. The first deduction of each employee will be for two months totaling \$200. Employee will have the option to pay monthly dues up front one week prior to the first paycheck of the month.

In consideration of the privilege to access monthly parking granted by the Company in accordance with this agreement, Employee covenants and agrees to the following items and conditions:

1. Authorization to use the monthly parking access card is granted to the individual employee only and is nontransferable.
2. Re-selling and/or transferring cards without prior written approval of Company Management, in any manner, is prohibited.
3. Parking spaces will not be assigned and monthly parkers will have access to spaces on an as available basis.

4. All vehicles are parked at the owner's risk. The Company shall not be held responsible or liable for theft or loss of, or damage to vehicles or articles of personal property left in vehicles parked in the parking garages.
5. Access to parking garages will be provided 24/7, Monday through Sunday. Cobo Center Management will maintain adequate staffing and operating standards at all times to facilitate access to and exit from the parking facility. Cobo Center Management will, at minimum, maintain current security levels and staffing.
6. To the fullest extent permitted by law, the Company nor their respective employees or officers, directors, officials, agents, beneficiaries, successors and assigns shall be responsible or liable to any extent for: (1) damage or theft of any vehicle or equipment or any contents due to fire, collision, vandalism or any other cause; (2) injuries or liabilities suffered by any person while in or using the garage; or (3) any losses or other damages incurred by any party by reason of that party's inability to use the garage.
7. Vehicles parked in unauthorized areas (i.e. lanes, stalls, reserved spaces, handicap, etc.) will be ticketed and/or towed at the owner's expense.
8. Vehicles left unattended for more than three (3) days without the Company securing the Garage Managers prior authorization will be ticketed and/or towed at the owner's expense.
9. Vehicle maintenance/repair cannot be performed in the parking facility except for basic emergency repairs (flat tire, dead battery, etc.). Violators will be ticketed and/or towed at the owner's expense.
10. Company sponsored employees who cannot produce their parking access card upon entry will be assessed posted daily parking rates or the event rate (whichever is applicable) upon entry into the garage.
11. Company sponsored employee that fails to properly use assigned access card for "in", or "out" swipes (even with raised gates) and is relegated to "pass back" will be required to pay the daily parking, or event rate (whichever is applicable) upon entry to the garage to put said access card back into proper sequence.
12. Any parking access cards lost, or damaged while in the employee's possession can be replaced for a fee of \$40/per card.
13. The employee/Union understands that this agreement is for fifty (50) parking leases only. The Company will at no time add additional parking leases to this agreement.
14. If a lease is terminated at Managements discretion for misuse that lease will be terminated permanently, reducing the available leases.
15. The DRCFA reserves the right to increase the fees for monthly parking effective October 1st of each year of this agreement. The DRCFA agrees that no increase will be more than 20% of the rate at commencement of this agreement.
16. If the employee chooses to relinquish their parking privileges, this will require thirty (30) day written notice turned in to the employer.

ARTICLE: 13 WAGES

Schedule "A" and Schedule "B" attached hereto cover wage rates and specific working conditions.

ARTICLE 14: GRIEVANCE PROCEDURE

Section 1. Grievance Procedure for Employees-Should differences arise between the Employer, the Union and/or an employee as to the application and meaning of this Agreement, the following procedures shall be followed. The Employer and the Union shall have equal rights to file grievances or request arbitration of any dispute under the procedures in this Article.

Step 1 – The employee shall take up the matter with his/her supervisor on an informal basis, in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist him/her with Step 1, if the employee so desires.

Step 2 – If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within ten (10) days from the date on which the incident giving rise to the grievance occurred, or within ten (10) days after the incident giving rise to the grievance first became known, file a written grievance with the Employer's General Manager; provided, however, the ten (10) day time requirement and the written grievance requirement may be waived by written mutual agreement between the Employer and the Union, and provided further that discharge grievances may proceed directly to Step 2. The following procedures shall govern written grievances:

- a) The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated. Failure to file such written grievance within ten (10) days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.
- b) The representatives of the Employer and the Union shall confer within ten (10) days after receipt of such written grievance in an effort to settle the grievance, unless the time limit is extended by mutual agreement of the parties in writing. If the grievance is not settled at this conference, the Employer shall issue a decision in writing on any such written grievance within ten (10) days from the time such grievance meeting is adjourned.

Section 2. **Mediation.** The Employer or the Union may request mediation as set forth below prior to proceeding to arbitration.

1. Prior to the grievance being submitted to arbitration, the Union or the Employer may file a written request for a Grievance Mediation hearing. For non-discharge grievances, a written request for a Grievance Mediation must be made within ten (10) days from the date of the Employer's written decision under Step 2 above. The Grievance Mediation shall be held within thirty (30) calendar days of the written request. The Grievance Mediation shall consist of at least one (1) Employer representative and at least one (1) Union representative plus a neutral mediator who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties reach a settlement.

In the event the parties cannot agree upon a mediator, either the Union or the Employer, or both, may apply to the Federal Mediation and Conciliation Service to submit a list of five (5) names. Each party shall strike one (1) name from the list until only one (1) name remains. The parties shall alternate in striking names from the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator. This procedure shall apply in each case.

2. The Grievance Mediation shall be governed by the following rules: (1) The grievant shall have a right to be present; (2) Each party shall have one principal spokesperson; (3) Lawyers or consultants shall not participate in the Grievance Mediation; (4) Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing; (5) Proceedings shall be informal in nature; the presentation of evidence is not limited to that presented at earlier steps of the grievance procedure; Rules of Evidence shall not apply and no formal record of the Grievance Mediation shall be made; (6) The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance; (7) If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision with twenty-four (24) hours of the mediation; (8) The mediator shall state the grounds for his/her advisory decision; (9) The Grievance Mediation Procedure shall have no power to alter or amend the terms of this Agreement; and (10) The cost of the mediator, if any, shall be split evenly between the Employer and the Union.
3. In the event that a grievance which has been submitted to Grievance Mediation subsequently goes to arbitration, no person serving as a mediator between the parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party in the Grievance Mediation may be used against them at arbitration.
4. As an alternative to this mediation procedure or the arbitration procedure below, and only if agreed to in writing by the Employer and the Union in advance of the Grievance Mediation hearing, a neutral third person may be mutually designated by the parties as a mediator/arbitrator who will attempt to mediate the dispute and, in the event a mediated settlement cannot be reached, the neutral third person shall issue a written decision which shall be binding on both parties, to the exclusion of arbitration.

Section 3. Arbitration Procedure. If the grievance cannot be satisfactorily settled by the above steps of the grievance or mediation procedure, either the Union or the Employer may request arbitration by giving the other party written notice of its desire to arbitrate. If the matter goes to Grievance Mediation, notice of the desire to arbitrate must be given within ten (10) days after the mediator has issued his/her advisory decision. If the matter does not go to Grievance Mediation, notice of the desire to arbitrate must be given by the date to request Grievance Mediation. In such event, the grievance shall be arbitrated according to the following procedure:

- a) The parties shall attempt to mutually agree upon an arbitrator. If they are unable to mutually agree, the party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposing party) to furnish the parties with a panel of ten (10) names of impartial arbitrators. If the parties are unable to agree upon the arbitrator from this list, a second list shall be furnished with ten (10) names of impartial arbitrators. The parties shall strike the names alternately from the second list until a final arbitrator is determined. The party desiring arbitration shall first strike the name from the second list.
- b) The expenses of the arbitrator shall be borne equally by the Union and the Employer; each party bearing the expense of its own representative, witnesses and other preparation and presentation expenses.

Section 4. Final and Binding. Any decision by the arbitrator that is consistent with the terms of this Agreement shall be final and binding upon the parties as to the matter in dispute. The Employer, the Union and the aggrieved employee shall thereafter comply in all respects with the result of such decision reached.

Section 5. Arbitrator Limited to Terms of Agreement. The arbitrator shall not have any right or authority to add to, to modify or subtract from any of the terms, conditions or sections of this Agreement.

Section 6. Disciplinary write-ups shall not be considered by the Employer after twelve (12) months, provided the employee has received no written discipline during the six (6) working months preceding the date of the discipline.

ARTICLE 15: STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall be no strikes, work stoppages or slowdowns, authorized or sanctioned by the Union. Any employee who participates in any such strike, work stoppage or slowdown for any reason shall be discharged. The Employer agrees that there will be no lockouts of employees during the life of this Agreement.

ARTICLE 16 TIP CAMPAIGN COMMITTEE

The Employer shall deduct and transmit to the Treasurer of 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 TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month and shall be accompanied by a list setting forth as to each contributing employee his/her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period and contribution amount. The parties acknowledge that the Employer's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provisions of the Agreement. The Employer shall send these transmittals and this list to: Treasurer, TIP Campaign Committee, 275 Seventh Avenue, New York, NY 1001.

ARTICLE 17 SAVING CLAUSE

If any provision 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, the remaining portions of this Agreement shall not be invalid but shall continue in full force and effect.

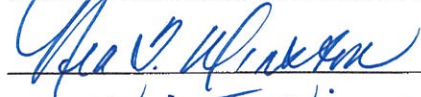
ARTICLE 18 ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein and that this Agreement may not be reopened for change in its terms or addition of new subject matters, except by mutual agreement of the parties.

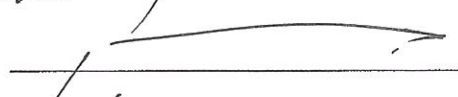
ARTICLE 19 TERMINATION

This Agreement shall remain in full force and effect from and after, December 1, 2017, and shall continue in full force and effect through November 30, 2022, and thereafter from year to year. Should either party desire to modify or terminate this Agreement, such party shall, not less than sixty (60) days prior to November 30, 2022 or any subsequent anniversary year, serve notice on the other party by certified mail.

In witness whereof: The respective parties, representing that they have authority to do so, have hereunto subscribed their names on the said day and year.



Neil T. Winston



HAO. Monahan

Dated: 6-29-18

Dated: 6.29.18

SCHEDULE "A" – WAGES

Classification	Job Title	Current Rate	Wage Increases								
			*Upon ratification	12/1/18	6/1/19	12/1/19	6/1/20	12/1/20	6/1/21	12/1/21	6/1/22
				YR 2	YR 2	YR 3	YR 3	YR 4	YR 4	YR 5	YR 5
Concessions	Stand Manager	\$14.59	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
	Stand Attendant	\$14.04	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
	Runner	\$13.31	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
	Lead Warehouse Supervisor	\$17.48	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
	Warehouse/ Distributions	\$14.20	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
Catering	Hot Cook	\$16.87	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
	Pantry	\$15.65	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
	Utility	\$13.71	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
	Dishwasher	\$12.00	0	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
	Coat Check	\$11.75	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
	Bartender (cash)	\$12.97	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
	Bartender (hosted)	\$13.04	\$0.40	\$0.20	\$0.30	\$0.20	\$0.30	\$0.30	\$0.40	\$0.30	\$0.40
* Lead Utility & Lead Cook position will be paid a \$2/hour premium over current contract rate.											

*Initial wage increases will be effective upon formal notification to the Employer of the ratification of this Agreement by the bargaining unit and final approval of this Agreement by the Employer's corporate office.

Minimum Hours:

Minimum hours for banquet staff will be three (3) hours for a breakfast, three (3) hours for a lunch, and four (4) hours for a dinner. The hourly rate Minimum hours for "A List" bartenders will be six (6) hours for a hosted bar and six (6) hours for a cash bar. Minimum hours for "B List" bartenders will be four (4) hours for both a hosted bar and a cash bar. Minimum hours for all other classifications will be six (6) hours for "A List" employees and six (6) hours for "B List" employees.

Bartender Gratuity/Tip Jars:

Bartenders will be paid fourteen-point five percent (14.5%) gratuity on all service charges paid by the client for the bar service. This includes drink tickets in which a gratuity is charged to the client. In addition to gratuity payment, bartenders will be paid a minimum of six (6) hours pay on a cash bar and six (6) hours minimum on a hosted bar. The "tip jars" may only be used for cash bars. The shape and size of and any writing on all "tip jars" must be approved by management. Upon the upgrade of a new Point of Sale system, the Employer will research the tip line capability for Bartender Classification on Cash Bars. If the new Point of System has said capability, the Employer will implement.

A tip line shall be added to credit card sales on cash bars and those tips shall be added to that bartender's paycheck.

Health Insurance:

*The parties agree to meet to address additional Health Care options on 6/1/2020.

Vouchers/Waitstaff Gratuity:

The Employer will make available or provide vouchers for all wait staff employees. Both "A List" and "B List" wait staff employees will be eligible to receive a gratuity. The voucher system will be used to record gratuity distribution. The Employer will choose the format and appearance of all vouchers. A fourteen-point five percentage (14.5%) charge based on catering food and beverage revenue charged will comprise the gratuity for wait staff employees. The gratuity charged will be divided by the total number of wait staff in a function by servers who are members of the bargaining unit and the amount shall constitute one share for that function. This share for the pay period will be added to his or her pay period to arrive at his or her total compensation for that pay period.

****Service Charge and Gratuity Increases:**

Effect December 1, 2020: In the event the client or customer service charge rises above twenty-one and one-half percent (21.5%), the servers and the bartenders will receive one-half of the service charge increase as an increase to the contractual gratuity percentage and the Employer will retain the other half of the service charge increase. (Please refer to schedule B)

Contract Ratification/Signing Bonus:

If the terms of this Agreement are ratified by the bargaining unit and given final approval by the Employer's corporate office, the Employer shall pay a \$300 bonus upon ratification, and retro pay from June 1, 2018, for "A List" and "B List" employees by preparing checks made payable to each employee, and the Employer shall provide or forward those checks to the Union within thirty (30) days after ratification by the bargaining unit for distribution to the employees.

SCHEDULE "B" - BANQUET EMPLOYEES, A and B LIST/EXTRAS

Classification	Minimum Hours	Rate	Upon Ratification	Effective 12/1/18 – 6/1/2020	Effective 12/1/20 – 6/1/2022
Reception Shift Rate- No Gratuity	1	\$93.17	\$100.00	\$100.00	\$100.00
Breakfast/Lunch Shift Rate	3	\$24.93	\$24.93	\$24.93	\$24.93
Dinner Shift Rate	4	\$29.45	\$29.45	\$29.45	\$29.45
Banquet Set-Up Hourly Rate	4	\$8.50	\$9.25	\$9.25	\$9.25
Catering/Delivery	4	\$9.15	\$9.25	\$9.25	\$9.25
Banquet Gratuity		14%	14.5%	14.5%	*service charge and gratuity increases
Catering/Delivery Gratuity		14%	14.5%	14.5%	*service charge and gratuity increases
Action Station		\$25.00	\$50.00	\$50.00	\$75.00
* YR1 – YR3 14.50 %, “Service Charge and Gratuity **Service Charge and Gratuity Increases: Language will be reinserted in YR 4 & YR 5. *Hourly rates for Banquet Set-Up and Catering Delivery shall increase upon any raises to the State Minimum Wage Rate.					

The above gratuity percentages will be modified in the event of a client or customer service charge increase, on the terms set forth in Schedule A.

(a) Definition of Buffet

An event where servers are assigned stations, there is personalized service required, guests serve themselves from a buffet table and the meal consists of a wholesome, nourishing meal, i.e., meat, vegetable and potato on a dinner plate. (Breakfast/Lunch or Dinner rate shall apply).

(b) Definition of Reception

An event where food is tabled or passed and general maintenance is required. There is no setting of individual guest tables. If larger than 8" plates or knives are used, buffet language shall apply. Receptions are no longer than 60 minutes in duration (excluding auto show) and have bite sized items only.

- (c) Strolling dinner receptions will be subject to gratuity and will be staffed according to dinner/buffet guidelines.
- (d) Hours worked over the minimum hours per shift (stated above) currently paid at a rate of \$4.75 per hour will be increased by contractual wage increases.
- (e) In compliance with minimum wage laws, overtime shall be paid at the current rate of minimum wage per hour after an employee has worked forty (40) hours within the workweek.
- (f) Overages— Lunch: 75 cents
Dinner: 80 cents
- (g) Overages are applicable when servers are required to put food on the table for other help.
- (h) When necessary to serve more than the required number of persons per meal (20 persons) servers shall be paid all overages, (i.e., for 21-39 guests) plus one and one-half gratuity. When 40 to 50 guests are assigned to a server, he/she shall be paid for a double station, plus double gratuity, plus all overages above 20 guests. Hourly banquet servers shall be paid all applicable overages, except gratuity pay.
- (i) Banquet servers are required to set up and clear their own assigned stations. Servers may be requested, but not required, to either set up or clear other than their assigned station. The Company will not send any server home while there is a full china set on a banquet round unless the employee's assigned tables have been fully cleared.
- (j) The Employer will continue to provide vouchers for A List and B List employees.
- (k) When hourly captains are used, the captain(s) will make the highest wage for that meal period worked that day, plus \$25.00 captain's wage, which will be paid by the Employer and not utilizing the tip/gratuity pool. If captains are used, they will not share in the gratuity pool.

Receptions: If china is used then there shall be one (1) server per 80 guests. If paper or plastic is used then there shall be (1) server per 130 guests.

- (l) When a server is called upon to serve another party, he/she shall be paid full meal wage, plus the gratuity, for each function.
- (m) No solicitation of tips of any kind by banquet servers shall be permitted.
- (n) Management shall, whenever reasonably possible, set up two (2) kitchens and two (2) clear off stations (including beverage stations) on any banquet that exceeds five hundred (500) people or more.

- (o) Servers shall not be permitted to sweep floors, clean glasses or silverware, move tables or chairs or do other stewarding persons' work.
- (p) Whenever bar parties are booked, only servers shall be permitted to serve tables. Bus persons shall be used for clearing only.
- (q) Banquet sheets (BEO's) shall be posted in a folder, binder, or slot next to the time-clock before the start of each shift and shall thereafter be generally available in the operations office.
- (r) In the event a client requests a meal to be taken to a different location, other than the pre-assigned tables (e.g. registration table, band or security), said meals constitute an additional table for the assigned server. The additional table becomes part of the denominator of the gratuity pool.
- (s) For box lunches, the ratio will be 1 server for 350 box lunches.
- (t) For Auto Shows
 - 1. Banquet Booth lead will receive an additional \$25.00.
 - 2. Press Conferences are considered receptions. For auto show only, the reception rate should be one hundred dollars (\$100.00). For the Friday Charity Event, receive a flat rate of one hundred dollars (\$100.00).
- (u) Carving stations (or "action stations"): Please refer to Schedule B

Except as set forth in this Agreement, the amount and levels of staffing is in the discretion of the Employer with direction from the client.
- (v) Bartender Ratio: If china is used then there shall be one (1) bartender per 100 guests. If plastic is used then there shall be one (1) bartender per 150 guests.

SCHEDULE “C” - LETTER OF UNDERSTANDING

1. The parties agree that the following shall be considered departments of the Employer as of this date, as that term is used in the collective bargaining agreement (“Agreement”) between the parties.

Concession Department

Catering Department

2. The parties agree that the minimum number of slots for “A List” employees is as follows:

Warehouse/Distributions	2
Coat Check	1
Lead Utility	To be determined by Management discretion
Utility	12
Dishwasher	7
Lead Cook	1 (refer to Lead Cook Classification definition)
Bartenders	7
Cooks	5
Pantry	3
Stand Manager	2
Stand Attendant	9
Runners	4
Banquet Captains	To be determined by management discretion
Banquet Waitstaff	26

The parties agree to meet thirty days prior to the anniversary date of the Agreement to review hours and discuss slots for “A list” employees. The Employer shall make a good faith effort to maintain appropriate levels of staffing to maximize the work for bargaining unit members.

3. The parties agree that the number of "B List" employees shall not exceed thirty (30). The parties agree that the Employer may expand the "B List" beyond thirty (30) employees for the Auto Show or other special events and, if such a need arises, the Employer shall request the Union to provide qualified referrals to help meet such a need. Any such special event hires shall not be considered part of the bargaining unit. At all times, the decision as to which candidates are qualified shall be solely with the discretion of the Employer. B list employees hired for special events will be paid according to this Agreement.
4. The parties agree that work which becomes available as a result of special event food services being provided by the Employer in locations outside the COBO Conference and Exhibition Center shall be made available to the employees on a notice and sign-up procedure. The rates of pay shall be the rates as listed in Schedule "A" and Schedule B of the Agreement.
5. The Union security provision of the Agreement shall not be applicable to "B List" employees, but "B List" employees may pay a fee or make dues payments to the Union based on the number of events worked. The Employer agrees to deduct the fee or payment from employees' pay if the employee has signed a card voluntarily authorizing the deduction, on the terms set forth in the card.
6. Lead Classifications: Selection of individuals to fill such positions is based on skill and ability. Employer will determine the events of when leads positions will be needed.

LETTER OF UNDERSTANDING -

Re: C List

VOLUME SERVICES AMERICA d/b/a CENTERPLATE

-and-

UNITEHERE! LOCAL 24

1. It is mutually understood that the integrity of the service provided at Cobo Hall is of paramount importance to the future of the convention business in Detroit, and that this goal is best met by service staff comprised of dedicated hospitality professionals who will maintain high service standards which attract and retain convention business.
2. In light of this goal, Volume Services, Inc. d/b/a Centerplate ("the Employer") and UNITE HERE! Local 24 ("the Union") agree that bargaining unit work is intended to be performed by bargaining unit employees, yet recognize that larger functions or events, such as, by way of example only, conventions and conferences that are held over multiple days, may require staffing beyond the existing bargaining unit members (situations hereafter referred to as "Larger Events"). In order to maximize the work for hospitality professionals within the bargaining unit, the Employer agrees to attempt to staff Larger Events first with employees within the bargaining unit.

LES List: To the extent that the Employer cannot adequately staff a Larger Event with wait staff and bartender employees in the bargaining unit, the Employer agrees to staff such function or event by using individuals from the Larger Event Staffing ("LES") lists. The LES lists will each be comprised of a minimum of fifty (50) wait staff and twenty (20) bartenders to be ranked in order of scheduling availability, in the job categories of wait staff and bartender, respectively. They will be developed as soon as possible after this Letter of Understanding is executed, and will be based on the following process. The Union will identify certain individuals as temporary employment candidates for each LES list. The Employer will evaluate those candidates in consultation with up to two (2) bargaining unit members, designated by the Union, to be chosen from the "A List" wait staff and bartender employees, respectively. After the evaluation and consultation, the Employer may decide either to place or not to place a candidate on the applicable LES list. The Employer shall use its good-faith discretion to make its decision, and this discretion shall not under any circumstances be used to discriminate against any candidate on the basis of any legally protected classification or activity – e.g., race, gender, Union membership, or protected concerted activity – nor shall this discretion be used to frustrate the intent of this Letter of Understanding to have a valid source of qualified hospitality professionals who will share in the gratuity distribution. If the Employer decides not to place a candidate on the applicable LES list, then the Employer shall so inform the Union as soon as practicable and shall state with particularity the reason(s) for its decision. LES list temporary employees hired for Larger Events will be paid according to the parties' Collective Bargaining Agreement.

3. **Additional Staffing:** To the extent that the Employer cannot adequately staff a Larger Event with current employees in the bargaining unit and/or temporary employees from the LES lists, then the Employer shall notify the Union as soon as possible of the additional staffing need and shall work with the Union to add individuals to the applicable LES list(s) for purposes of that function or event only. In that circumstance, the Employer and the Union shall use the procedures set forth in Paragraph 2, above, as quickly as possible. At all times, the Employer retains the good-faith discretion as to which candidates to hire, and can reject a candidate for the expanded LES list(s) if the candidate is not available to work each day of the Larger Event. The Employer shall notify the Union of any additional staffing needs as soon as possible, and as a standard protocol shall afford the Union at least forty-five (45) calendar days' notice prior to a function or event to submit a list of additional temporary employment candidates, qualified to perform the duties required for the Larger Event. The Union will then have fifteen (15) calendar days from receipt of the notice to provide the Employer with a list of additional temporary employment candidates, qualified to perform the duties required for the Larger Event. The Employer will share with the Union the staffing requirements (number of people and type of function and expected compensation) necessary for the function or event, and provide this information to the Union on or before forty-five (45) calendar days prior to the function or event in order to present the Union ample time to provide the qualified personnel. To the extent that the Employer still cannot adequately staff a Larger Event with current employees in the bargaining unit or the temporary employees on the applicable LES list(s) (even as expanded for that function or event), then the Employer shall be free to engage temporary staff from outside referral sources for that function or event only.
4. **Unexpected Requests or Changes:** In the event that the Employer receives less than thirty (30) calendar days' notice from a client of an unexpected request for or change to a function or event that will require staffing beyond the current employees in the bargaining unit and/or temporary employees from the LES lists, the Employer may request additional candidates from both the Union and an outside referral source at the same time, so long as the Employer contacts the Union in regards to this unexpected request or change within twelve (12) hours after the Employer receives such notice from the client. The Union will then have twelve (12) hours from receipt of the Employer's notice to provide the Employer with a list of additional temporary employment candidates, qualified to perform the duties required for the Larger Event. In that circumstance, the Employer and the Union shall use the procedures in Paragraph 2 as quickly as possible to add individuals to the applicable LES list(s) for purposes of that function or event only, with the understanding that all such candidates from the Union must have been previously hired by the Employer within the prior eighteen (18) months. If the Employer receives less than seven (7) calendar days' notice from a client of an unexpected request for or change to a function or event that will require staffing beyond the current employees in the bargaining unit and/or temporary employees from the applicable LES list(s), the same procedures shall apply, but the parties shall comply with their respective obligations in a six (6) hour time-frame rather than a twelve (12) hour time-frame. To the extent that the Employer reasonably believes that it still cannot

timely add temporary employees to the applicable LES list(s) in the shortened time-frame caused by the unexpected request for or change to the function or event, then the Employer shall be free to engage temporary staff from outside referral sources for that function or event only.

5. Mutual Cooperation: The parties agree that time is of the essence for all procedures in this Letter of Understanding. The Employer and the Union shall jointly cooperate to timely fulfill their respective needs and obligations under this Letter of Understanding.
6. Gratuity Allocation: The wait staff and bartender gratuity allocations will be divided and disbursed equally among all bargaining unit employees, temporary staff from the LES list (if any), and temporary staff from outside referral sources (if any), performing wait staff or bartender bargaining unit work, respectively, in a function or event. However, if the Employer does not comply with all or any of the provisions of this Letter of Understanding, then neither the Employer nor any temporary staff from an outside referral source shall be permitted to receive a portion of or share in the wait staff or bartender gratuity allocation(whichever applies), which shall instead be paid entirely to the bargaining unit members and temporary employees from the applicable LES list(s) who were utilized as wait staff or bartenders by the Employer for that function or event only (examples include, but are not limited to, a) if an event has multiple functions and the Employer fails to give notice to the Union of additional staffing required for one or two functions during the event, or b) an individual on the applicable LES list is not properly dispatched, the gratuity allocation remedy will be limited to those one or two functions only, and may not apply to the event as a whole).
7. Remedies: No remedies indicated in this Letter of Understanding shall operate to the exclusion of any other contractual remedies available pursuant to the parties' Collective Bargaining Agreement. Temporary employment candidates identified by the Union and/or placed by the Employer on the LES lists under Paragraphs 2, 3 or 4 above, shall have no access to the grievance-arbitration procedures under Article 13 of the parties' Collective Bargaining Agreement. However, the Union shall be able to file, process, and in its discretion demand arbitration of grievances to remedy alleged violations by the Employer of this Letter of Understanding, provided that any monetary relief shall be limited to the terms set forth in Paragraph 6 and to situations where the Employer fails to pay the wage rates set forth in the parties' Collective Bargaining Agreement, and any non-monetary relief shall be declaratory and prospective, not retroactive, in nature. As a point of clarification, no monetary relief may be awarded under this Letter of Understanding to an individual candidate for the Employer's failure to place the candidate on the applicable LES list or expanded LES list. In addition, the Union or the Employer may bypass the normal grievance steps in the parties' Collective Bargaining Agreement and submit a dispute arising from or relating to any Paragraph of this Letter of Understanding directly to expedited arbitration under the rules and procedures of the American Arbitration Association, which shall be final and binding on the parties. Any grievance or request for expedited arbitration filed pursuant to Paragraph 7 must be filed within seven (7) calendar days after the party learns or reasonably should have learned of the occurrence, dispute, or alleged violation arising hereunder, but under no

circumstances later than five (5) calendar days after the event relating to compliance with this provision.

8. Nothing in this Letter of Understanding shall be construed to allow supervisors or management to perform bargaining unit work or to share in the gratuity allocation.
9. This Letter of Understanding shall be construed, attached to, and applied as a whole with the parties' Collective Bargaining Agreement, except as follows: Paragraph 7 shall afford the Union or the Employer the option of expedited arbitration as set forth therein; and Paragraph 6 of this Letter of Understanding shall, only and strictly on the specific terms set forth therein, supersede the sections pertaining to wait staff gratuities in Schedule "A" of the Collective Bargaining Agreement to the extent that there is any inconsistency.

VOLUME SERVICES, INC d/b/a
CENTERPLATE

Name

Name

Name

Date

6-29-18

UNITEHERE! LOCAL 24

Name

Name

Name

Date

6/29/18

**LETTER OF UNDERSTANDING -
Re: VACANCY**

Vacancy shall be filled as the following example:

“A List” spot #10 becomes vacant #11 moves to #10, #12 moves to #11 and so on and so forth; making the #28 spot (or last spot on the list) the vacant spot to be filled a B-List employee.

SIDE LETTER -
Re: BANQUET RETAIL UNIFORMS

It is agreed upon that Centerplate will provide "A List" Banquet Servers and Banquet Bartenders 1 jacket, B & C list employees will receive jackets at coat check on as needed basis and B & C list employees will be responsible for returning jackets at the end of their shifts.