

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SPORTSERVICE
Little Caesars Arena**

AND

UNITEHERE!** Local 24**

Effective: September 1, 2017 through August 31, 2020

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AGREEMENT

This Agreement made and entered into this 1st day of September, 2017, between UNITE HERE! Local 24, (hereafter referred to as the “Union”) and Sportservice Little Caesars Arena (hereinafter referred to as the “Sportservice or Employer”).

ARTICLE 1 – RECOGNITION – UNION MEMBERSHIP- CHECK-OFF-DUES

Section 1:

- (a) The employer recognizes the Union as the exclusive bargaining agent for Employees covered by this agreement working in the Concessions, Catering/Banquets, Suites, Clubs, Retail, Commissary and Vending departments as outlined in the classifications listed under “Schedule A” but excludes Supervisors, Office–Clerical Employees, and all other Employees including but not limited to guards as defined in the National Labor Relations Act.
- (b) All Employees shall have the choice to remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues to the Union that are the obligation of members.
- (c) Newly hired Employees shall have the choice to become and remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues to the Union that are the obligation of members.
- (d) No provisions of this article shall prohibit Employees to become members of the Union prior to the 31st calendar day of employment.
- (e) The Employer shall honor and effectuate the payroll deduction authorization card attached to this Collective Bargaining Agreement, and incorporated herein by reference, for each Employee who signs said card, for such period as each authorization is in effect. The Employer shall deduct for each payroll or at such other intervals/times otherwise designated by the Union the amount authorized by the Employee and promptly transmit such amount to the Union. The parties acknowledge that the cost of establishing and administering payroll deduction has been taken into account by the parties in their negotiation of the overall economic terms of this Collective Bargaining Agreement.
- (f) In the event there is a change in law so that obtaining or continuing employment may be conditioned on the payment of Union dues or service fees, the Employer and the Union agree that the following language shall govern: The language currently in effect in this section and article.
- (g) Sportservice will provide on a quarterly basis, an employer roster including: Name, Address, Full Social Security Number, Telephone Number, House Seniority Date, Full-Time or Part-Time Status electronically to the Union.

Section 2: 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 2 – LABOR MANAGEMENT COOPERATION

Section 1: 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 Employer rules for their mutual benefit.

Section 2: In recognition of the foregoing, both parties agree to meet monthly the first season of the stadium, thereafter 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.

Section 3:

3.1 Joint Labor Management Committee: The Employer and the Union agree that job security for the Employees is best assured by growth of the business of the Employer and that growth of the business is dependent on increased teamwork and productivity aimed at meeting the competitive challenges in the marketplace. The parties further agree that the most effective way of accomplishing those goals is through labor and management cooperation and a partnership among the Employer, the Employees and the Union.

3.2 Study Teams: The parties intend to create joint study teams. The size of such study teams shall be determined by mutual agreement. Both the Employer and the Union shall have the sole authority to determine who shall be their respective representatives on the team and Union officials and the Employer Executive Committee members may participate. Participation of Employees on teams shall be on paid time but shall not be subject to minimum shift requirements. Professional facilitators selected by mutual agreement may be used for study teams unless the parties agree to the contrary.

3.3 Absence of Fully Bargained: The Employer and the Union hereby acknowledge that it is not the intent of either party, and it would be impossible for the parties to agree upon a "fully bargained" clause in the Agreement because each of the parties expressly intends to authorize the use of the Joint Labor Management Committee and of study teams during the term of this Agreement as a means of changing or adding to this Agreement. In the event that an understanding is reached to alter or change any provision of the Agreement, said understanding shall be reduced to writing as an amendment to the Agreement and must be executed by the General Manager and by an officer of the Union.

3.4 No Effect on Grievance and Arbitration Procedure: Both the Union and Employer may raise whatever issues or problems they deem appropriate in Joint Labor Management Committee and study teams, but this shall not supplant or replace the Grievance and Arbitration procedure in the Agreement and both the Employer and the Union retain all of their existing rights under the Agreement in that regard. For example, the Union may file grievances over alleged violations of the Agreement, either in lieu of or in addition to discussing the subject of a grievance in the Joint Labor Management Committee or a study team. It is expressly understood that neither party is waiving any rights it otherwise has under the terms of this Agreement, nor a willingness to discuss an issue does not constitute a waiver of such rights.

3.5 Initial Issues for Resolution by the Committee or a Team: Specifically, the parties agree that they will initiate a Joint Committee or study team to review and discuss issues either party may raise concerning the implementation of this Agreement, including staffing issues, and including specifically the following:

- (a) Scheduling and Assignments;
- (b) Retail Cashier Scheduling;
- (c) Banquet and Catering Operational Issues;
- (d) Retail and Food & Beverage Vendors;
- (e) All inclusive East and West Club Classifications;
- (f) Meals and Breaks;
- (g) Suite Block Sections;
- (h) Parking.

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 food and beverage concession Employees, commissary Employees, hospitality and suite Employees, and 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, the lower number being the most senior, will establish seniority. Notwithstanding the foregoing a transferring Employee shall always rank higher than new hires when the date of hire and date of transfer are identical.

Section 3 – Scheduling: Within each department, the Employee will notify the Employer, thirty days prior to an event, their availability. The Employer will schedule by seniority.

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. Unless specified in other sections of this agreement or resolved under provisions of Article 2 section 3.5 work locations are assigned at the sole discretion of management.

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 laid off Employee qualifies in the opinion of Sportservice.

Section 6: **Food and beverage vending** Employees, regardless of the Commissary 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 commissary to work based on available open slots within the commissary. Food and beverage vending Employees will submit their commissary selection at the end of the current week for the next week. 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 commissary sections to be worked. The product distribution will be selected by Sportservice prior to the vendor commissary selection. If Sportservice find it is necessary to move a food and beverage vendor(s) due to a shortage of food and beverage vending Employees in a particular commissary, Sportservice shall have the right to move the lowest senior vendor(s) on the overall seniority list working that day. If a commissary is closed for any reason Sportservice agrees to relocate those affected food and beverage vending Employees to another commissary. Sportservice will make reasonable best efforts to put the affected food and beverage vendor(s) on the same item, but in the commissary selected by Sportservice. There shall be no bumping of vendors when Sportservice relocates the affected food and beverage vendor(s) to another commissary. Probationary food and beverage vending Employees will be assigned commissary, 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 - 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 follow the posted instructions in order to apply for said position. 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. A successful bidder shall not be allowed to bid on another position for one (1) year unless approved by management. A newly hired Employee must complete their probationary period in order to bid on another position unless approved by management.

(b) Whenever a vacancy or promotion, excluding those created by leaves of absence or vacations occur, 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 ten (10) 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 unless authorized by management.

Section 9 – Suites Associates:

The Employer will provide a copy of the suite blocks by the first day of the second (2nd) pay period in September of each year, suite attendants will be able to exercise their seniority rights, within the suite attendant classification, in bidding which block of suites they would like to work. Said block will be for the entire year and is listed in Schedule “B” of this agreement.

It is understood by the parties that the Employer must meet the expectations of the suite owners. Should a suite owner determine for whatever reason they would like another suite attendant in their suite, the Employer will replace the suite attendant at the Employer’s discretion. The suite attendant that lost a suite may be assigned another suite (trade with the associate whom is gaining a suite) (Upon mutual agreement with all Employees and permission of management.) Said request by a guest will not be subject to the grievance and arbitration process by the Union.

Should a vacancy occur during the year, due to a resignation, termination, or on a leave of absence, etc. the Employer will offer empty block(s) by seniority. The Employer will fill the remaining open suite attendant position in accordance with Article 2, Section 3.

Should the Employer deem it necessary, additional bids may occur in order for the Employer to adjust the suite blocks, block sizes, etc.

Section 10 – Loge Attendant:

The Employer will provide a copy of the loge boxes by the first day of the second (2nd) pay period in September of each year, loge attendants will be able to exercise their seniority rights, within the loge attendant classification, in bidding which box they would like to work. Said boxes will be for the entire year and is listed in Schedule “B” of this agreement.

It is understood by the parties that the Employer must meet the expectations of the loge owners. Should a loge box owner determine for whatever reason they would like another loge attendant in their box, the Employer will replace the loge attendant at the Employer’s discretion. The loge attendant that lost a box may be assigned another box (trade with the associate whom is gaining a box). (Upon mutual agreement with all Employees and permission of management.) Said request by a guest will not be subject to the grievance and arbitration process by the Union.

Should a vacancy occur during the year, due to a resignation, termination, or on a leave of absence, etc. the Employer will offer empty box(es) by seniority. The Employer will fill the remaining open loge attendant position in accordance with Article 2 section 3.

Should the Employer deem it necessary, additional bids may occur in order for the Employer to adjust the loge boxes, block size.

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 be 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. At the time of issuing discipline, the employer shall not suspend Employees without pay pending investigation for period in excess of seven (7) calendar days.

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.

Section 6: The Union recognizes a continuing obligation to cooperate fully in making available the benefits of technological progress and change to the operations of the Employer and its customers. The Union recognizes the Employer's need to provide first rate service and a quality product to their customers. The Employer has the right to introduce or approve new technologies, procedures, methods, processes, facilities, fixtures and equipment. Employees whose jobs are designated for elimination as a result of technological change and Employees who are laid off as a result of technological change will be provided the opportunity to receive training to fill job openings in other classifications in the Bargaining Unit.

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 seven (7) calendar days 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 General Manager.

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) calendar days 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 settled 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.

Section 5: The Employer shall allow the designated Union Stewards a reasonable amount of time during normal working hours, not to exceed one (1) hour, without loss of regular pay, for the purpose of performing their designated grievance procedure functions in their respective areas on the premises of the Employer. The Union Steward's activities may not interfere with regular business operations. Union Stewards shall be permitted reasonable access to the members they represent. The Union Steward shall request approval (which shall not be unreasonable withheld) from the appropriate supervisor(s) prior to entering a work area for the purpose of investigating grievances. The Union Steward shall indicate in a manner prescribed by the Employer time spent engaging in such activities. Such time off from work shall only be taken when the matter reasonably cannot be handled during non-working time and shall not interfere with the operation of the business. Union Stewards and representatives shall be excused from work to attend Union meetings without pay upon reasonable notice to the Employer.

ARTICLE 6 – UNIFORMS AND LOCKERS

Section 1: Sportservice shall furnish two (2) uniforms in the following manner for all of its Employees. A deposit of fifteen dollars (\$15.00) per item is required. The deposit shall be equally deducted over a maximum of two (2)-pay periods.

The employer may provide some uniform necessities which are to be laundered by the individual associate. Associates are to adhere to the Employer's uniform policy.

1. Sportservice will replace uniforms owing to normal wear and tear.
2. 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 will be 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.
3. All uniform items are the property of Sportservice and are to be returned at the end of an Employee's employment with Sportservice. The Employer requires associates to put down a deposit for all uniform items it intends to collect from Employees. Should an Employee misplace or damage their uniform beyond normal wear and tear, the Employer will retain the deposit made for said item. If the uniform items are not returned to the Employer upon leaving the Company, the Employer will retain the deposit made for said items not returned. Should additional items be needed to replace lost or damaged uniforms, an additional deduction will be taken out for the additional uniforms. Upon return of uniforms to the Employer, the Employee will receive their deposit made. The Employer will take out deductions through the payroll system. Should the amount be over \$30, the Employer will split the deduction into two (2) over a two week period.
4. 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.

5. 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.

Section 2 – Lockers: Olympia entertainment own lockers, which at this time, they intend to allow our Employees to use. At this time, there are a few items Employees need to be aware of.

- It is highly recommended that Employees do not bring into the stadium their personal belongings;
- If this is not possible, these lockers will be available on a first come first served basis;
- Lockers must be cleared out and the lock must be removed at the conclusion of each day/event worked;
- It is understood that we must follow the rules established by Olympia entertainment;
- 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. Any change to the work week will be provided to the Union at minimum of two week prior to implementation.

Section 2: Unless prohibited by law Sportservice shall solely provide electronic pay statements. All associates must sign up for direct deposit. Associates unable to sign up for direct deposit will be provide alternative pay solutions by management. For the purposes of pay stubs, work schedules etc. the employer shall provide work stations with the ability to print.

Section 3: Sportservice shall have the sole right to determine what items shall be sold and the price they are sold at, 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: 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 5: No Employee shall at any time 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. OEI Employees paid above scale will continue to receive their 2017 OEI rate of pay.

Section 6: Sportservice is committed to providing equal employment and advancement opportunities to all qualified individuals without regard to gender, race, color, national origin, age, sex, marital status, religion, disability, veteran status, weight, height, familial status or sexual orientation proper Union activities or any other characteristic protected by law. The parties also affirm their commitment to treating transgender Employees with dignity and respect. 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 7: 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 and shall be recognized by Sportservice.

Section 8: A bulletin board shall be provided at the Employee entrance for the sole purpose of the Union for posting notices of meetings and other proper Union activities. By mutual agreement bulletin boards will be provided in other locations.

Section 9: 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 10: 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 11: Local 24 members shall be allowed to wear official UNITE HERE! Local 24 lapel buttons, size approved by management while working for Sportservice, on their collars or label of uniform.

Section 12: During any new hire orientation, the Union shall be permitted a total of thirty continuous minutes, without interruption by the Employer, to distribute union dues deduction cards, speak, and distribute literature about the Union, its rights and obligations as an exclusive representative, and the collective bargaining agreement.

Section 13: Meals and Breaks. On event days, all housekeeping, commissary, food and beverage, retail and vendors 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. Sportservice agrees to provide a healthy food option for Employees.

ARTICLE 8 – WAGES AND SPECIFIC WORKING CONDITIONS

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

	<u>9/1/18</u>	<u>9/1/19</u>
Tipped Employees	.10¢/hr.	.15¢/hr.
Non-tipped Employees	.40¢/hr.	.30¢/hr.

Wages are outlined in Schedules “A “through “D” of this agreement.

September 1, 2019 wage reopener. In addition to the minimum increases stated, the parties will meet under the provisions of Article 2 to discuss revenue factors, food & beverage sales, worker retention and annual hours worked to make an adjustment if deemed necessary. The parties will agree to utilize the FMCS.

Section 2: Scheduling- For all non-event days housekeeping, porters, utility, and commissary Employees eight (8) hours of work shall constitute a work day. For housekeeping, porters, utility, and commissary Employees 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.

Section 3: For all events which include pre-season, regular season, post season games and concerts 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) dollars under the same conditions as described above for non-commission Employees.

Section 5: Full-time positions and Benefits. Where possible the employer shall maximize work schedules within the work week with the goal of creating as many full-time opportunities as possible. An Employee averaging 1450 hours from September 1st to August 31st of each calendar year will be classified as a full-time Employee. Full-time benefits are outlined in "Schedule E" of this agreement.

Section 6: All work schedules shall be posted one (1) week in advance. Should the Employer discover this to be an issue the Employer will notify the Union and the parties agree to meet and discuss an alternative.

Section 7 - Parking: The parties recognize that the Employer does not own nor manage any parking facilities. The Employer will work with lot management / owners in order to find a recommended lot for associates to park. In circumstances where the parking situation changes, or shuttle service changes, the Employer will provide as much notice as possible to the associates of said change.

Section 8: 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 9 - Double Event Pay: Employees working multiple Pistons, Redwings or sanctioned NCAA only, in a day or working over eight (8) hours in a day shall be paid twenty-five dollars (\$25.00) in addition to their regular rate of pay.

Section 10 - Lead Positions: Management may designate leads at its discretion at a rate of pay \$1.00 above the full classification rate.

Section 11 - Workers Training Wage: Follow either the Michigan or Federal minimum wage law whichever is greater.

Section 12 - Out of classification pay: 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.

ARTICLE 9 – HOLIDAYS

Section 1: The following shall be considered holidays only for the purpose of bonus to all Employees including vending who work on the holiday that these holidays are legally observed: 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: 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.

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.

ARTICLE 10 – 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 Employees' 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 Employer 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.

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.

Bereavement Leave: In the event of a death of an immediate family member, the Employer shall work with the Employee in providing time off as needed.

Jury Duty: In the event of performing jury duty, Employee shall be granted time off as needed. Employees must furnish the employer with proper documentation of performed jury duty.

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 an unpaid leave of absence for other Union business without loss of seniority. Leaves of absence for Union business shall not exceed six (6) months. No more than four (4) Employees may be on this leave at any one time.

ARTICLE 11 – 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 12 – 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 13 – 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. The Employer and the Union agree to meet and discuss a way to reduce the number of NPO's used in future years with a goal in mind to reduce the % to twenty-five (25%) or less of the stand attendants (not including Little Caesar).

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 14 – POLITICAL ACTION COMMITTEE

Section 1: Sportservice agrees to honor political contribution deduction authorizations from its 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 15 – 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 16 – 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 17 – DURATION


Section 1: This Agreement shall remain in full force and effect from and after September 1, 2017 and shall continue in full force and effect until August 31, 2020; 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:



Dated: _____

UNITE HERE! LOCAL 24:



Nia Winston, President

Dated:  _____

SCHEDULE "A" – CONCESSIONS

	9/1/17 Hire In Rate	3/1/18	9/1/18	9/1/19
Stand Attendant (food/beverage and alcohol)	\$11.40	\$12.40	\$12.80	\$13.10
Stand Leader	\$12.40	\$13.40	\$13.80	\$14.10
Bartender (beer, wine and liquor)	\$6.15	\$6.15	\$6.25	\$6.40
Porter	\$11.00	\$12.00	\$12.40	\$12.70
Runner	\$11.00	\$12.00	\$12.40	\$12.70
Utility	\$11.00	\$12.00	\$12.40	\$12.70
Commissary/Warehouse Attendant	\$11.40	\$12.40	\$12.80	\$13.10
Housekeeping	\$11.40	\$12.40	\$12.80	\$13.10
Retail Store Employee	\$11.40	\$12.40	\$12.80	\$13.10
Lead Retail Store Employee	\$12.40	\$13.40	\$13.80	\$13.10

New Hire Schedule: All Employees above with the exception of Bartenders will start at \$1.00 less an hour then the full classification rates established above. After 6 Months of service, associates rate of pay will increase to the full classification rate established above.

SCHEDULE "B" – SUITES AND LOGE BOXES

Premium Seating	9/1/17	9/1/18	9/1/19
Suite Server hired on or before 10/1/17	\$6.15 per hour + 8% of individual servers' sales	\$6.25 per hour + 9% of individual servers' sales	\$6.40 per hour + 10% of individual servers' sales
Suite Server hired after 10/2/17	\$6.15 per hour + 7% of individual servers' sales	\$6.25 per hour + 7% of individual servers' sales	\$6.40 per hour + 7% of individual servers' sales
Loge Server	\$6.15 per hour + 7% of individual servers' sales	\$6.25 per hour + 7% of individual servers' sales	\$6.40 per hour + 7% of individual servers' sales
Suite Runner	\$15.00 per hour	\$15.40 per hour	\$15.70 per hour
Loge Runner	\$15.00 per hour	\$15.40 per hour	\$15.70 per hour
Suite Bartender	\$12.40	\$12.50	\$12.65

Definition of Suite Blocks:

- Owner – one (1) suite
- Main Concourse – two (2) suites
- Suite Level – three (3) suites

Definition of Loge Blocks:

- Minimum of three (3), up to four (4)

SCHEDULE "C" – FOOD & BEVERAGE

	9/1/17	9/1/18	9/1/19
All Inclusive Area Attendants	\$15.00	\$15.40	\$15.70
All Inclusive Bartender	\$12.40	\$12.50	\$12.65
Gondala Cart Attendant	\$12.40	\$12.80	\$13.10
All Inclusive Mixologist (Players Club)	\$15.00	\$15.10	\$15.25
Dessert Cart	\$11.90 + \$.50 per dessert	\$12.30 + \$.50 per dessert	\$12.60 + \$.50 per dessert
Banquet and Catering Server	\$6.15 + 15% split between server and bartender	\$6.15 + 15% split between server and bartender	\$6.15 + 15% split between server and bartender
Banquet and Catering Bartender	\$6.15 + 15% split between server and bartender	\$6.15 + 15% split between server and bartender	\$6.15 + 15% split between server and bartender

The parties agree, utilizing provisions of Article 2, to meet for the purpose of further discussing a Banquet Department structure for Little Caesars Arena and Comerica Park.

All events will have with a maximum service charge amount per server or bartender shall be Two Hundred Dollars (\$200) per tipped bartender or server. During Bargaining the parties discussed the transition from a cap that was in place at JLA and Flat Rates/No Gratuity at Comerica Park. The parties agree, utilizing provisions of Article 3, Joint Labor Management Committee, to continue discussions and resolution for the purpose of:

- a. Combined Banquet Department for Little Caesars Arena and Comerica Park.
- b. Eliminating Caps for non-hosted events.
- c. Gratuity Based or Flat Rate Pay Structure.
- d. Server Ratios
- e. Specific Function Pay.

The parties will utilize Article 2 provisions to review wage/gratuity opportunities for the All Inclusive Bartender and Attendant and whether a wage adjustment may be warranted.

SCHEDULE “D” – FOOD & BEVERAGE AND RETAIL VENDING

	9/1/17	9/1/18	9/1/19
Vending			
Food (percentage of sales after tax)	20%	20%	20%
Beverages (percentage of sales after tax)	14%	14%	14%
Retail Vendor	5% of sales	5% of sales	5% of sales

Retail Vendor:

- When necessary, for calculating the difference in minimum hourly wage, the retail rate will be used, and not the Michigan State minimum wage.
- The parties agree to meet no later than six (6) months, unless mutually agreed to begin discussions earlier, from the opening of the arena to discuss portable base sales and to further negotiate an increase based on portable sales.
- For concerts and family shows, novelty percentages shall be as follows for the duration of this Agreement:
 - 5% of net providing Sportservice share is 20% of net sales or greater.
 - 4% of net providing Sportservice share is between 15% - 19% of net sales.
 - 3.5% of net providing Sportservice share is 14% or less of net sales.

Food and Beverage Vendor:

A limited number of Vendors will be allowed access to the concourses for the purpose of sales up to the national anthem and during intermission for events, utilizing provisions of Article 2, Joint Labor Management Committee. Additionally, the Joint Labor Management Committee will utilize the study team (Article 2 – Section 3.2) to continue discussions and resolution for:

- 1) Vending Assignments for Red Wings, Detroit Pistons and Concerts;
- 2) Health and Safety;
- 3) Scheduling;
- 4) Combined Vending Department for Little Caesars Arena and Comerica Park.

SCHEDULE "E" - FULL TIME BENEFITS
HEALTH AND WELFARE

Health and Welfare benefits shall be provided to eligible Employees in accordance with the terms set forth in Appendix B and Memorandum of Agreement for participation in UNITE HERE HEALTH (attached hereto).

The Plan options contain the following proposed rates.

Bargaining Parties may choose up to two Medical plan options.

Gold Plus Medical Plan
{BCBS}

	Single	Single + Spouse	Single + Child(ren)	Family
2018	\$674.88	\$1,439.34	\$1,125.74	\$1,999.10
2019	TBD	TBD	TBD	TBD
2020	TBD	TBD	TBD	TBD

Silver Plus Medical Plan

	Single	Single + Spouse	Single + Children	Family
2018	\$545.17	\$1,162.70	\$909.36	\$1,614.87
2019	TBD	TBD	TBD	TBD
2020	TBD	TBD	TBD	TBD

*Sportservice will pay the increases required by the fund.

The following Employer contributions shall apply for the medical plans:

January 1, 2018 through December 31, 2018- 80% Employer contribution/Employee Only;
 January 1, 2019 through December 31, 2019- 80% Employer contribution/Employee Only;
 January 1, 2020 through December 31, 2020 – 80% Employer contribution/Employee Only.

Dental PPO
{Cigna}

	Single	Single + Spouse	Single + Child(ren)	Family
2018	\$32.30	\$79.70	\$76.96	\$110.73
2019	TBD	TBD	TBD	TBD

Dental HMO
{Cigna}

	Single	Single + Spouse	Single + Child(ren)	Family
2018	\$14.77	\$36.44	35.18	50.63
2019	TBD	TBD	TBD	TBD

The following Employer contributions shall apply for the dental plan:

January 1, 2018 through December 31, 2018- 50% Employer contribution/Employee Only;
 January 1, 2019 through December 31, 2019- 50% Employer contribution/Employee Only;
 Bargaining parties have the option of offering one or both Dental plans.

**Vision Plus
{VSP}**

	Single	Single + Spouse	Single + Child(ren)	Family
2018	\$6.86	\$12.46	\$13.07	\$20.18
2019	TBD	TBD	TBD	TBD

**Basic Vision
\$200/24 months**

	Single	Single + Spouse	Single + Child(ren)	Family
2018	\$3.29	\$7.03	\$5.49	\$9.76
2019	TBD	TBD	TBD	TBD

SHORT TERM DISASBILITY & LIFE

Bargaining parties have the option of selecting one ST Disability benefit – ER must pay 100% on all Employees eligible to enroll in medical. (Employee Only)

**Short Term Disability \$200
1st day accident/8th day illness/26 weeks**

	Employee Only
2018	\$13.10
2019	TBD

Bargaining parties have the option of selecting Life/ADD benefit – ER must pay 100% on all Employees eligible to enroll in medical. (Employee Only)

Life \$10,000 + ADD \$10,000

	Employee Only
2018	\$1.90
2019	\$1.90

401K PLAN

Sportservice will offer its current 401k plan.

VACATION

The Employer will provide paid vacation based on length of service in the following amounts computed on average hours paid in the previous calendar year for full time Employees.

- 1 year but less than 2 years of service – one (1) week
- 2 years or more of service – two (2) weeks
- 5 years or more of service – three (3) weeks

SICK / PERSONAL DAYS

The Employer will provide paid sick/personal days based on length of service in the following amounts.

1 year but less than 2 years of service – one (1) day

2 years or more of service – two (2) days

5 years or more of service – three (3) days

Sick/personal days are to be accrued year over year for a maximum 15 days.

HOLIDAY PAY

Full Time Employees who do not work on a designated holiday shall receive eight (8) hours of Holiday pay at their straight time hourly rate.

SIDE LETTER 1

Shortages

Employees agree to pay shortages occurring in their stands to Sportservice provided both the Employees and management verify the shortages. Employees are required to pay shortages within thirty (30) days of the shortage. At the end of the season, thirty (30) days extends into the next season beginning with the first preseason game. Shortage remittance will be divided equally among all the colleagues working the stand. Sportservice policy is "zero" tolerance for shortages. Repayment of shortages does not nullify the right of Sportservice to document for the purpose of progressive discipline. Documentation will occur when shortages greater than ten dollars (\$10.00) per Employee. In the event that colleagues pay a shortage, and the "shortage" is subsequently determined to have been in error, Sportservice shall return to each Employees the amount that he/she has paid and remove from their file any documentation issued.

Documented thefts will not count as a shortage unless the theft occurred based on the Employees gross negligence.