

AGREEMENT

BETWEEN

SINDBADS, INC.

AND

UNITE HERE
LOCAL 24, AFL-CIO

EFFECTIVE: October 1, 2017
EXPIRES: September 30, 2020

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AGREEMENT

This Agreement is between UNITE HERE, Local 24, of the UNITE HERE International Union, AFL-CIO, hereinafter called "Union", and Sindbads, Inc. located at 100 St. Clair, Detroit, Michigan 48207, hereinafter called "Sindbads".

ARTICLE I — RECOGNITION

Section 1.0. Sindbads recognizes the Union as the exclusive bargaining representative of employees in the unit composed of the classifications set forth in Exhibit "A" attached hereto and made a part of this Agreement.

ARTICLE 2 — UNION MEMBERSHIP

Section 2.0 All employees shall have the choice to acquire and maintain membership in the Union on or after the thirtieth (30th) day of employment or the effective date of this Agreement, whichever is later. Membership in the Union is defined as the obligation to pay periodic dues and initiation fees, or upon a timely request of a non-member employee to the Union, to pay that portion thereof which represents the Union's costs of representing employees.

Section 2.1 Monthly dues, initiation and reinstatement fees for employees who choose to join and maintain membership in the Union may be paid by employees from deductions made from their weekly pay. Sindbads shall deduct monthly dues, initiation, and reinstatement fees from each employee who has signed a dues authorization deduction card authorizing said deductions from his or her pay and transmittal to the Union. Sindbads shall deduct all monies due other than initiation fees, from the first paycheck each month of each employee and shall immediately transmit the money to the Union, together with appropriate forms showing the name of each employee in the unit and the amount deducted from his/her pay for dues, initiation or reinstatement fees. Initiation fees will be deducted from an employee's first three checks after the employee's satisfactory completion of the probationary period, in three (3) equal installments.

Section 2.2 Sindbads shall, on the form transmitting dues, initiation, and reinstatement fees to the Union, set forth the names of all unit employees, including those from whom no dues Initiation fees and/or reinstatement fee deductions have been made. Failure on the part of Sindbads to list the names of unit employees shall render Sindbads liable for an amount equivalent to the dues and initiation/reinstatement fees for which each employee that was not listed was obligated to pay.

ARTICLE 3 — HOURS OF WORK WAGES AND SPECIFIC WORKING CONDITIONS

Section 3.0 Kitchen and Non-Kitchen Employees. Employees reporting to work will not be forced to work less than their full shift. It is recognized that many of our employees always have been and will continue to be scheduled to work shifts of less

than 7 or 8 hours per day.

In the event that management needs to let employees leave early because of lack of business, volunteers will be allowed to leave by seniority. Employees asked to stay beyond their scheduled shift will be allowed to leave first.

Sindbads, Inc. agrees to rotate the Schedule and Sections fairly for Servers in the Dining Room. The P.M. Servers will be scheduled by room and by seniority. If the East Room is going to close, the Servers scheduled in the East Room will be allowed to leave first.

Section 3.1 Workweek. The workweek will begin at 6:00 A.M. on Monday and end at 5:59 A.M. on the following Monday. Wages for all employees will be paid weekly.

Section 3.2 Overtime. Employees will be paid one and one half times (1-1/2) their regular hourly rates for all hours worked over forty (40) within a workweek.

Section 3.3 Slow Periods. During slow periods any employee, as long as he or she has the permission of Sindbads, will be allowed to volunteer to leave, and will not be paid for that part of the shift that the employee volunteered not to work.

Section 3.4 There shall be no charge for meals, laundry, linens and repair on all working equipment.

Section 3.5 When an employee works in two (2) or more job classifications, then such employee shall be paid at the rate of the highest job classification for all hours worked within that classification.

Section 3.6 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. Any employee receiving wages higher than the rate for his/her job classification shall have such differential maintained during the life of this Agreement as long as the employee occupies the same job classification. 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 except by mutual written agreement between Sindbads 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 shall have been approved in writing by the duly authorized representatives of the Union.

Section 3.7 Definition of Full Time Employees. Buspersons, Bartenders and Servers scheduled for at least four shifts per week with a 20 hour per week minimum will be considered full time. Kitchen employees scheduled for a minimum of four shifts per week with a 30 hour per week minimum will be considered full time.

Section 3.8 Seasonal Employees. Seasonal employees will be used to supplement bargaining unit employees and will be defined as employees working for Sindbads for the Summer season running from May 1 through September 30. Seasonal employees are not members of the bargaining unit and are not covered by any terms, conditions, or benefits of this Agreement. Any seasonal employees who work beyond September 30 of any year must become members of the bargaining unit.

ARTICLE 4 — HEALTH - WELFARE - RETIREMENT PROGRAM

Section 4.0 Welfare Plans.

Section 4.1 Effective March 1, 2010, Sindbads, Inc. and the Union agreed to withdraw from the Culinary Plan and to replace it with benefits through other appropriate carriers. In 2014, the carriers are Lincoln Financial for Life Insurance, Short-Term Disability and Dental, and Fidelity Security Life Insurance Company for vision coverage for eligible Employees. The benefits of these plans are briefly described in this Article. For a complete description of the benefits under each Plan, see the actual Plan documents which control.

Section 4.1 Life Insurance.

\$10,000 and \$10,000 **AD&D**

Section 4.2 Short Term Disability.

Two-thirds of regular weekly wages up to a maximum of \$150 per week for up to 26 weeks.

Section 4.3 Dental.

In Network

Preventive/Diagnostic Type I — 100%/40%

Basic Services Type II 75%/35%

Major Services Type III — 65%/30%

Annual Maximum — \$2,000.00

Endodontics — Basic

Periodontics — Basic

Basic Extractions and Oral Surgery -- Not Covered

Orthodontia (IV) – Not Covered

Section 4.4 Vision.

In Network

Exam — \$10 Copay

Frames — \$0 Copay with a \$120 Allowance
Standard Plastic Lenses — \$25 Copay
Contact Lenses - Medically Necessary — Paid in Full
Elective — \$0 Copay with a \$135 Allowance
Frequency — Once every 12 months

Section 4.5 HEREIU Pension Plan. Sindbads, Inc. has withdrawn from the HEREIU Pension Fund effective December 31, 2000. Sindbads, Inc. employees who are entitled to a vested benefit from the HEREIU Pension Fund will be eligible for and receive that vested benefit in accordance with the Pension Fund's requirements and schedules.

Section 4.6 Contributions to Benefit Plan Carriers. Contributions as provided in this Article are payable for any period while an employee is on a paid vacation or a paid holiday. For purposes of uniformity, an employee shall have contributions made on his or her behalf for every month worked. Employees will be responsible to pay 50% of the monthly premiums for the Insurance Plans.

Section 4.7 If an eligible employee is on approved leave for reasons of bona fide illness or proven temporary disability in accordance with the terms and provisions of this Agreement, or a leave provided under the Family and Medical Leave Act, Sindbads will continue its monthly contribution to the Insurance Plans, which are through Lincoln Financial and Fidelity Security Life Insurance Company in 2014, for the first three (3) months of said approved leave.

Those employees eligible for contributions to the Insurance Plans who shall take or will be on a leave of absence exclusive of the first three (3) months of an approved leave of absence for reasons of bona fide illness or proven temporary disability, or a leave provided under the Family and Medical Leave Act, or on a temporary layoff, shall be permitted to continue said dental and vision coverage at their own option and their own expense, for a period as provided by law.

An eligible employee who quits or is discharged shall not be entitled to any additional contributions from Sindbads, Inc. to the Insurance Plans after the termination date.

Section 4.8 Change of Carriers.

The parties agree to meet to consider other carriers and other plans if the cost of the current benefits increases over 15% in any year.

Section 4.9 401(k)

Plan Establishment

A 401(k) Plan will be established to be effective January 1, 2001. Withdrawal from the HEREIU Pension Fund has occurred on December 31, 2000.

Contributions

Sindbads will not make hourly contributions into the 401(k) Plan for the benefit of the bargaining unit employees for the life of this Agreement. Employees can contribute by payroll deduction and/or by lump sum contributions and such contributions will reduce an employee's taxes.

Eligibility

All bargaining unit employees employed on January 1, 2001 and all employees hired after April 12, 2001 after 1 year of employment will be eligible to participate in the 401(k) Plan.

Matching

Sindbads will match employee contributions to the 401(k) at \$1 contributed by Sindbads, Inc. per \$4 contributed by the employee with, the total matched by Sindbads, Inc. capped for each employee in 2017, 2018, 2019 and 2020 at \$200, per year.

ARTICLE 5 — MEALS

Section 5.0 In the interest of maintaining continuous service to the customers, the employees of Sindbads shall eat their meals on the premises at such time, and in such manner as Sindbads deems necessary for its convenience, and the cost of such meals shall not be included in any report for income tax purposes. Each employee will be entitled to one (1) meal for each shift worked and this meal will consist of a sandwich, salad, cup of soup and a non-alcoholic beverage, and for which no charge shall be made to the employee. Such meals shall be eaten on Sindbads time, not to exceed one-half (1/2) hour for each meal.

ARTICLE 6 — HOLIDAYS

Section 6.0 Employees working on Memorial Day, Independence Day, Labor Day, and/or Mother's Day shall be paid one and one half (1 1/2) times their regular straight time rate for all hours worked on said holidays. Eligible seniority employees will receive eight (8) hours pay at their regular straight time rate as a holiday bonus for Christmas Day. Sindbads will be closed on Thanksgiving Day, Christmas Day, New Year's Day and Easter Sunday. For the purposes of this Section, the regular straight time rate of a Server for Holiday Pay for Holidays not worked, cannot exceed \$3.50 per hour.

Section 6.1 Eligibility. In order to become eligible for holiday pay for Christmas Day, an employee must work his/her last scheduled work day preceding and his/her first scheduled work day following Christmas Day unless excused by Sindbads on account of sickness, physical disability or other reason, or unless the employee is on approved vacation. Additionally, employees missing scheduled work on a Friday, Saturday, or Sunday immediately preceding Labor Day, Independence Day, or Memorial Day, or

missing scheduled work on the Friday or Saturday immediately preceding Mother's Day will be disqualified for time and one half for working the Holiday.

If an employee's normal schedule calls for the employee to work on a day, which is a Holiday noted in Article 6, the employee must work his or her normal schedule, including the Holiday, unless the employee makes arrangements to be replaced by another qualified employee or to switch schedules with another qualified employee, and such replacement or switch is approved in advance by management.

Section 6.2 Employees hired after June 1, 1986 will not be eligible for any holiday pay for Christmas Day until after completing six (6) months of employment.

Section 6.3 Christmas Eve Scheduling.

On Christmas Eve the restaurant will close by 3:00 P.M. Customers seated by 3:00 P.M. on Christmas Eve will be served. Signs noting Sindbads, Inc.'s Christmas week schedule will be posted in the restaurant during December.

ARTICLE 7 — VACATIONS

Section 7.0 Vacation For Employees Hired On or Before October 1, 2005. An employee who has been in the employment of Sindbads for one (1) year shall be entitled to one (1) week vacation with pay. After such employee has been in the service of Sindbads for two (2) years, he/she shall be entitled to two (2) weeks vacation with pay. Vacation pay shall be given to each employee entitled to a vacation in advance of the vacation period. Vacations must be taken in one-week increments. Vacation pay will be paid during the term of this agreement beginning with the first payday after July 1 of each year. A minimum of three employees per week starting with the employees with anniversary dates prior to July 1 will be paid vacation pay, in anniversary date order, in each week after July 1.

Section 7.1 Vacation for Employees Hired After October 1, 2005. An employee hired after October 1, 2005 must work for two years as a full time employee to be entitled to one week of vacation pay and must work five years as a full time employee to be entitled to a second week of paid vacation in a year.

Section 7.2 If any seniority employee is laid off, or quits with two (2) weeks' notice, vacation pay shall be computed on a pro rata basis of one-twelfth (1-1/12) for each month worked or major fraction thereof since the last anniversary of the employee's date of hire. Probationary employees, employees who are discharged for cause, and employees who quit without sufficient notice will not be entitled to any vacation pay. Temporary layoffs or leaves of absence shall not interrupt the continuity of employment for the purpose of eligibility for vacation.

Section 7.3 Vacation Pay Calculation. Vacation pay for each week of vacation to which an employee is entitled will be calculated by multiplying the average number of hours

worked per week in the fifty-two (52) weeks prior to the taking of the vacation, times the employee's current regular straight time rate. For the purposes of calculating vacation pay under this Section, the regular straight time rate of a Server cannot exceed three dollars and fifty cents (\$3.50) per hour. Employees hired on or before June 1, 1986 who average thirty-two (32) or more hours worked per week in the fifty-two (52) weeks prior to the taking of their vacation will receive forty (40) hours pay for each week of vacation to which they are entitled.

ARTICLE 8 — DISCRETIONARY BONUSES

Section 8.0 Sindbads hereby notifies the Union that any past practices of employee loans or Christmas bonuses for employees that may have existed or may be claimed to have existed are terminated. In notifying the Union of this matter, Sindbads does not acknowledge that a past practice of employee loans or Christmas bonuses for employees exists. Sindbads retains the right to grant bonuses as gifts to any of its employees in its discretion. It is agreed that any discretionary bonus granted to an employee under this Section will be considered to be a gift and will not become part of that employee's wages, benefits, or conditions of employment.

ARTICLE 9 — LEAVE OF ABSENCE AND SICK LEAVE

Section 9.0 Family and Medical Leave Act. In compliance with the Family and Medical Leave Act (FMLA), the parties agree as follows:

- (1) Coverage. Employees who have worked for at least one year and have worked at least 1,250 hours during the previous 12-month period are eligible for 12 weeks of unpaid, job protected leave, during any one calendar year.
- (2) Types of Leave Available. Eligible employees may take unpaid leave for the following reasons:
 - (a) To care for the employee's child after birth, or placement for adoption, or foster care;
 - (b) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
 - (c) For a serious health condition that makes the employee unable to perform the employee's job.
- (3) Advance Notice and Medical Certification.
 - (a) Employees requesting FMLA leave must ordinarily provide at least 30 days advance notice when the leave is foreseeable. In circumstances when the leave is not foreseeable, the employee must provide as much advance notice as possible. Sindbads may reject any FMLA leave request where proper advance notice has

not been provided.

- (b) Sindbads may require medical certification to support a request for FMLA because of a serious health condition, and may require second or third opinions (at Sindbads expense) and a fitness for duty report upon return to work.
- (4) Job Benefits and Protection.
- (a) For the duration of FMLA leave, Sindbads will continue to pay its share of the Insurance benefits under Article 4.
 - (b) Upon return to work, the employee will be restored to his or her original position, or an equivalent position with equivalent pay, benefits and other terms of employment.
 - (c) Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
 - (d) The seniority of any employee who fails to return to work at the expiration of a Leave of Absence under FMLA or who falsifies his/her request for substantiation of the need for such leave shall be terminated.
 - (e) Sindbads will not interfere with, restrain or deny the exercise of any right provided under the FMLA.
 - (f) Married couples requesting FMLA leave for the birth or placement of a child are eligible only for a cumulative 12-week family leave for both employees.
- (5) Substitution of Paid Leave for FMLA Leave. An employee requesting a leave must explain the reasons for the needed leave so Sindbads may determine whether the leave qualifies under the FMLA. If an employee elects to take vacation leave for an FMLA-qualifying purpose, Sindbads may designate that the paid leave be substituted for and counted against part of the employee's 12-week entitlement to FMLA leave.
- (6) Interpretation. Sindbads reserves all of its rights under the FMLA. Any disputes regarding the application or interpretation of Sindbads' rights, employee rights to leave, or other matters arising under the FMLA shall be subject to the Grievance and Arbitration Procedure but will be determined through reference to the FMLA and regulations promulgated thereunder.

Section 9.1 Maternity or Illness. Employees who have exhausted their maximum leave under the FMLA due to their own pregnancy may apply for and be granted a maximum

of twelve (12) additional weeks of unpaid maternity leave. Employees who have exhausted their maximum leave under the FMLA due to their own illness may apply for and be granted a maximum of four (4) additional weeks of unpaid leave. Sindbads will have no obligation to continue any benefits during any additional leave beyond the leave required under the FMLA.

Section 9.2 Leaves of absence without pay not to exceed two (2) months may be granted by mutual agreement between Sindbads and the employee for other reasons but, under such conditions, Sindbads shall determine the extent, if any, to which vacation rights shall be affected.

Section 9.3 Any leaves of absence that may be granted may be extended with the approval of Sindbads beyond the time allowed therefore as set forth above.

Section 9.4 All leaves of absence and extensions must be in writing, signed by Sindbads and a copy sent to the Union.

ARTICLE 10 — SENIORITY

Section 10.0 New employees shall be considered probationary employees and shall not acquire any seniority rights until they have been employed for a period of ninety (90) calendar days. Sindbads is free to terminate a probationary employee at any time during the probationary period with or without cause so that probationary employees serve at the will of Sindbads. No grievance may be filed over the termination of a probationary employee. Upon completion of the probationary period, the employee's seniority date shall be the date of employment.

Section 10.1 Sindbads agrees to recognize seniority in specific job classifications within each department and that employees in specific job classifications within each department shall be promoted, demoted, laid off and recalled to work according to their length of service, provided, however, that the employee qualifies for the specific job classification within the department.

Section 10.2 Seniority shall govern employee preference of shifts and days off, and vacation periods.

Section 10.3 Seniority rights shall terminate if a seniority employee:

- (a) Quits or retires;
- (b) Is discharged for cause;
- (c) Fails to return to work from an approved leave of absence;
- (d) Is absent for two (2) consecutive days without notice to Sindbads except in an event where an employee is unable to give such notice to Sindbads due to circumstances beyond his or her

control. In such event the employee shall give notice to Sindbads as soon as possible, but in no event, in not more than ten (10) days after first being absent, otherwise his or her seniority shall terminate;

- (e) Is laid off for a period equal to his or her seniority or two (2) years, whichever is the lesser period of time.

Section 10.4 Approved leaves of absence shall be considered as time worked in the computation of seniority.

Section 10.5 No extra employees in job classifications shall be used where seniority employees within the same job classifications are on layoff except in cases of emergency, or where Sindbads cannot contact laid off employees in the same job classification.

Section 10.6 Reduction in Work Schedule. In the event a full-time employee's work schedule is reduced by the Employer, the employee shall be allowed to claim work from the least senior person working on any shift in the same classification and same department, as follows:

- (A) Bumping rights must be exercised within forty-eight (48) hours from the time the schedule is posted.
- (B) The employee may only claim work in order to reach a maximum five (5) day work schedule.
- (C) The employee may not claim work that will require the payment of overtime.
- (D) Employees who voluntarily limit the number of days worked or who refuse call-in work, timely offered will not be afforded bumping rights.
- (E) Should work not be available to an employee on a regular day and shift, said employee may only claim work from the least senior employee working on that particular day, regardless of the shift that employee may be working.
- (F) Employees who wish to waive their normally scheduled days off in order to get five (5) days work within the scheduled work week, may do so, however, such requests should not be granted when doing so will result in overtime payment.

ARTICLE 11 -- GRIEVANCE AND ARBITRATION PROCEDURE

Section 11.0 Any and all disputes, differences, claims, or grievances arising under this Agreement, arguably covered under this Agreement, or in any manner pertaining to the business or working relations of the employees, Sindbads, and/or the Union shall be submitted to this Grievance and Arbitration Procedure. Exhaustion of this Grievance and Arbitration Procedure will be required before any dispute, difference or claim is alleged or litigated in any other forum, including wrongful termination claims based on State law such as the Whistleblower's Protection Act. Settlements made in accordance with the Grievance Procedure will be final and binding on the employees, the Union and Sindbads. The Grievance and Arbitration Procedure shall have the following steps:

STEP 1 -- A meeting between the employee and/or steward, and Sindbads or its designated representative.

STEP 2 -- A meeting between the employee and/or steward, and the Union representative, and Sindbads or its designated representative.

STEP 3 -- Mediation. If a Grievance is not settled after Step 2 of the Grievance Procedure, the Union must request Mediation by sending a written request to the Federal Mediation and Conciliation Service within ten (10) calendar days of the Union's receipt of the Employer's Step 3 Answer. Such request must be copied to the Employer and its Attorney, James B. Perry. The parties may process more than one Grievance to the same Mediation. A Mediation will be scheduled by the parties, at a mutually convenient time and place, in order to attempt to resolve the Grievance. The Employer shall provide a decision in writing to the Union for each Grievance discussed, settled, or adjusted at the Mediation within 7 calendar days, excluding holidays of the Mediation.

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 notifying the other party in writing of such intent. Should both parties fail to agree on an arbitrator within five (5) days after the date the Union notified Sindbads of its intention to arbitrate, a request for arbitration shall be made to the FMCS in accordance with its rules and regulations then pertaining. This request must be made within sixty (60) calendar days of the date of the written notice to Sindbads that Arbitration, is desired, or the grievance will be dismissed with prejudice and the matter resolved based on Sindbads last answer. All requests for arbitration shall be made to all parties concerned in writing by mail. Any filing fee must be paid by the party demanding arbitration.

Section 11.1 The fees and expenses of the Arbitrator other than the filing fee will be equally split between the Union and Sindbads and all other expenses shall be borne by the party incurring them.

Section 11.2 The decision of the Arbitrator shall be final and binding on all parties of this Agreement.

Section 11.3 The Arbitrator shall be empowered, except as his or her powers are limited below, to make a decision in cases of alleged violations of rights expressly accorded by this Agreement. The limitations on the powers of the Arbitrator are as follows:

- (1) The Arbitrator shall have no power to add to, subtract from, or to modify any of the terms of this Agreement.
- (2) The Arbitrator shall have no power to establish wage scales or change any wage, except that he or she may reclassify an employee found to be improperly classified.
- (3) In rendering decisions, the Arbitrator shall have due regard for the rights and responsibilities of Management and shall so construe the Agreement that there will be no interference with the exercise of such rights and responsibilities, except as those rights may be specifically restricted by the Agreement.
- (4) When a claim of wrongful discharge, discipline or layoff is allowed either by management or through Arbitration, the maximum recovery for such claim shall be limited to the amount of wages the employee would otherwise have earned from his or her employment with Sindbads during the period as above defined less the following:
 - (a) All unemployment compensation received by the employee.
 - (b) Earnings the employee has earned outside Sindbads during the period the employee was off, excluding earnings received from outside employment which he or she held prior to and continued to hold during the period.

In the event the Arbitrator finds that an employee was terminated or suspended improperly under this Agreement, the Arbitrator shall be empowered to order reinstatement, reinstatement with full or partial back pay, or to order no reinstatement with some back pay or without back pay. Such a decision by the Arbitrator could be based on post-discharge or post-suspension actions caused by or taken by the employee and must comply with the offset provisions of this Section.

It is further recognized that an employee who loses his or her job or loses time from work due to any action by Sindbads has an affirmative obligation to mitigate any damages that employee may have, and that a failure to be able to demonstrate a sufficient, good faith effort to mitigate damages during a period will disqualify the employee from eligibility for any back pay for that period.

Section 11.4 Grievances must be submitted to arbitration individually and must be heard individually by an Arbitrator unless the parties specifically agree to submit more than one (1) grievance to arbitration at one time or to present more than one (1)

grievance to an Arbitrator.

Section 11.5 To be considered timely, a grievance must be introduced within fourteen (14) calendar days of the acts or conduct complained of.

ARTICLE 12 — UNIFORMS

Section 12.0 Sindbads shall furnish, clean, and maintain all uniforms that are required to be worn by employees except regulation uniforms. The regulation uniform is:

- (1) Waitress - A black skirt or black pants, white blouse, and black or white shoes.
- (2) Waiter, Bartender, and Busperson - Black pants, white shirt, and black shoes.
- (3) Kitchen - Dark pants, belt, white or light colored shirts. Shirts must be tucked in at all times.

ARTICLE 13 — GENERAL PROVISIONS

Section 13.0 All employees will respect their fellow employees. The employees shall work while they are ready and able to work.

Section 13.1 No employee shall be discriminated against for giving information regarding alleged violations of this Agreement to the Union or for otherwise engaging in lawful Union activity.

Section 13.2 Sindbads shall grant the necessary time off without pay to any employee designated by the Union to serve in any capacity on official Union business. Where it is the practice to pay employees for time off on Union business, same shall be continued.

Section 13.3 Sindbads shall, at each regular pay period, give to each employee, a statement of hours worked, rate of pay, and all social security, withholding tax, and any other deductions made. It shall be the duty of Sindbads to make and preserve a complete record showing the wages paid and hours worked. Sindbads shall, upon request make such records available for inspection by any authorized representative of the Union at mutually acceptable times and places.

Section 13.4 All employees shall be covered by Workers' Compensation Insurance and by the Michigan Employment Security Act.

Section 13.5 Sindbads agrees that the Union shall have the right to select Shop Stewards in accordance with the provision of its Constitution and By-Laws. Such Stewards shall be selected from among the employees of the establishment.

Section 13.6 A bulletin board will be provided for the sole use of the Union for posting notices of meetings and other Union activities.

Section 13.7 Properly authorized representatives of the Union shall be permitted to investigate the standing of all employees and to investigate conditions to see that the Agreement is being enforced, provided that no investigation shall unreasonably interrupt the duties of any employee.

Section 13.8 Bereavement Pay. If death occurs in the immediate family (father, mother, sister, brother, son, daughter, current spouse) of a full-time seniority employee with one year of seniority, a bereavement leave with pay of (3) days will be granted to that employee for the purpose of attending the funeral. Full-time employees with less than one (1) year of seniority will be entitled to time off without pay for bereavement during their first year of employment. Sindbads reserves the right to require proof of death and relationship before paying bereavement pay and/or excusing time off.

Section 13.9 Jury Duty. Any full-time employee with one year of seniority who is called to and reports for jury duty shall be paid by Sindbads for each day spent in performing jury duty, if the employee otherwise would have been scheduled to work for Sindbads and does not work, an amount equal to the difference between:

- (a) The employee's regular straight time hourly rate for the number of hours up to eight (8) that he or she otherwise would have been scheduled to work; and
- (b) The daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). If the employee is dismissed from jury duty, he or she shall report for work to Sindbads during the balance of his or her regular work shift. Payment for jury duty shall be limited to one (1) week per year per employee.

Full-time employees with less than one (1) year of seniority will be entitled to time off without pay for Jury Duty during their first year of employment.

Section 13.10 Credit Union - Payroll Deductions for Savings Programs. Sindbads agrees to make payroll deductions for employees for the purpose of establishing Credit Union accounts in a Credit Union selected by the Union. Employees desiring such deductions from their pay must complete an application with Sindbads. Such payroll deductions shall be remitted on a weekly or monthly basis, according to the type of deduction made.

ARTICLE 14 — SALE OR TRANSFER

Section 14.1 In the event there is any change in ownership of the establishment covered by this Agreement, whether by sale, assignment, transfer, lease, subcontract, merger, consolidation or otherwise, Sindbads shall notify the Union, in writing, before

signing any preliminary agreement affecting the ownership and again at least fifteen (15) days in advance of the effective date of said change in ownership, of the nature of said change and the name and address of each new owner.

ARTICLE 15 — SAVINGS PROVISION

Section 15.0 If any provisions of this Agreement shall be or become invalid by reason of any applicable Federal or State Law, or be held to be invalid by any court or agency of competent jurisdiction, remaining portions thereof shall not be invalid, but shall continue in full force and effect.

ARTICLE 16 — DURATION

Section 16.0 This Agreement shall remain in full force and effect from and after October 1, 2017, and shall continue in full force and effect through and including September 30, 2020, and thereafter from year to year. The provisions of Section 2.0 above shall become operative on the effective date of this Agreement.

Should either party desire to make any changes in this Agreement, such party shall, not less than sixty (60) days prior to the expiration date of this Agreement, serve notice on the other party by certified mail. In the event either party shall serve such sixty (60) days notice and negotiations are entered into for changes in this Agreement, any changes made shall be retroactive to the expiration date of this Agreement.

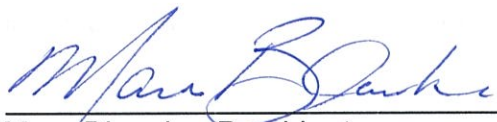
Section 16.1 2018 Bonuses. In 2018, all Kitchen Employees, Bartenders, and Buspersons who average 35 hours worked per week or 5 shifts per week in the period from Memorial Day to the Sunday before Labor Day will receive bonuses of \$.25/hour worked payable by October 1, of that year, in separate lump sum checks, with only the minimum taxation required by law for all hours worked during the following summer periods.

In 2018, all Servers who average 32 hours per week or 5 shifts per week in the period from Memorial Day to the Sunday before Labor Day will receive bonuses of \$100 payable by October 1, of each year, in separate lump sum checks, with only the minimum taxation required by law. Employees eligible for a bonus will have the choice of receiving a check for the amount of the bonus less required taxes or having the bonus deposited in his or her 401 K account.

Section 16.2 This Agreement, its Exhibit A, and its Letters of Understanding, embodies the entire Agreement between the parties, and no agent or member of the Union is authorized to waive or modify any provision thereof.

IN WITNESS WHEREOF, the respective parties, representing that they have authority to do so, have hereunto subscribed their names on the 15 of August, 2018.

FOR SINDBADS:



Marc Blancke, President

FOR UNITE HERE LOCAL 24:



Paul McAdams, Union Representative

LETTER OF UNDERSTANDING
EMPLOYEE MEETINGS

Sinbad's may conduct regular meetings with its employees to review matters of mutual concern. Attendance at such meetings is mandatory and employees will receive their regular rate of pay for all time spent in these meetings. For mutual convenience, these meetings will usually be held by shift, by department or in some other reasonable division of the employees.

EXHIBIT "A"

Section 1. Minimum Classification rates for Employees and for Servers with at least two years of service:

<u>Classification</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>4/1/19</u>
Cook	\$9.50	\$10.25	\$10.50
Prep Cook	\$8.90	\$9.50	\$9.75
Bartender	\$6.90	\$7.25	\$7.58
Maintenance/Dishwasher	\$8.90	\$9.25	\$9.58
Server	\$3.60	\$3.60	\$3.75
Buspersion	\$6.90	\$7.25	\$7.58

Minimum Classification Rates in 2020 will depend on the applicable Federal and Michigan Wage Laws.

Servers will continue to share tips with Buspersion in a pool. Sindhads will continue to take a tip credit of \$2.00 per hour for each Buspersion and the Buspersion pool will continue to be 10-15% of the tips of the Servers. In the event that a Buspersion does not receive \$2.00 in tips per hour worked, he or she needs to see a member of management.

All Kitchen employees employed on December 1, 2017 who received a wage increase effective December 1, 2017 will retain that wage increase in their regular rate of pay.

On May 1, 2019 Kitchen Employees in the following classifications whose regular rate of pay is higher than the Minimum Classification Rate, at that time, will receive the following wage increases:

- Cooks - \$.30 per hour increase
- Prep Cooks - \$.25 per hour increase
- Maintenance/Dishwashers - \$.25 per hour increase

Section 2. Minimum Hourly Wage Rates for Servers with less than 2 years of service:

Minimum Hourly Wage Rates for Servers after January 1, 2017:

	<u>Date of Hire</u>	<u>After 2 Years</u>
Server	\$3.38	\$3.60

Minimum Hourly Wage Rates for Servers after January 1, 2018:

	<u>Date of Hire</u>	<u>After 2 Years</u>
Server	\$3.52	\$3.60

Minimum Hourly Wage Rates for Servers after January 1, 2019:

	<u>Date of Hire</u>	<u>After 2 Years</u>
Server	\$3.64	\$3.75

Section 3. There shall be no training programs in any of the above classifications without the written permission of the Union.

New Year's Eve shall be paid at the rate of time and one-half for all hours worked after 6:00 p.m.

Section 4. Scheduling and Overtime.

- (a) Schedules. All schedules must be posted no less than forty eight (48) hours prior to the following workweek. All schedules are to be kept as permanent records for the purpose of proper rotation. Sindbads will endeavor to provide employees with consistent schedules. Employees desiring changes in the schedule, or with special requests should feel free to see management and to put those requests in writing.
- (b) Overtime. Any and all overtime shall be rotated among the employees within the department.

Section 5. Gratuity Policy. Sindbads agrees, in extreme situations to consider, and, in all probability, to allow an eighteen percent (18%) gratuity to be added to guest checks. Before such gratuity is added, the employee must get an OK, in writing on the guest check in question by whoever is in charge for that day/evening. The guest must be told that the eighteen percent (18%) has been added to the check.

All call-in reservations for parties of eight (8) or more shall have eighteen percent (18%) added to the check as in the past and individuals calling in for reservations will be informed of this when they call in.

Sindbads will highlight and enlarge the "18% gratuity is suggested" announcement on all future, menus and guest checks.

Mother's Day. Sindbads, Inc. will advertise and require an eighteen percent (18%) gratuity on all guest checks for Mother's Day in 2018, 2019, and 2020.

FOR SINDBADS:



MARC BLANCKE

Its: President

FOR UNITE HERE LOCAL 24:



PAUL MCADAMS

Its: Union Representative

LETTER OF UNDERSTANDING

BANQUETS

It is anticipated that Sindbads, Inc. will use the expansion of the upstairs, and the canal side dining room on the first floor for banquets when those areas are needed for banquets. A banquet is defined as a function booked in advance, usually with a deposit or advance payment, and served from a set menu. It is understood that if the upstairs uses the same menu as is used on the first floor, Sindbads and the Union will meet to discuss work assignments. When the upstairs, or the canal side dining room is used for banquets, the following conditions will prevail:

- (1) Employees working banquets will receive their regular rate for all hours worked on the banquet with the maximum rate for Servers set at \$3.60 per hour.
- (2) An appropriate number of Servers that are assigned to serve the banquet will be assigned to set up and clean up the banquet so that bus help will not ordinarily be used. If a Busperson or any other Sindbads employee or individual is assigned as a Server at a banquet, that person will be treated as a Server for the purpose of work assignment and compensation.
- (3) Any Server or Bartender assigned to a banquet and called in for that banquet will be guaranteed a minimum of three (3) hours pay. Any kitchen employee assigned to a banquet and called in for that banquet will be guaranteed a minimum of four hours pay.
- (4) Employees may be assigned to work a banquet as part of their regular shift. Working a banquet in addition to a regular shift will not count as a split shift.
- (5) The numbers, classifications, assignments and duties of employees assigned to work banquets is up to the discretion of management.
- (6) The Service Charge charged to the customer for a banquet will be apportioned as follows:

Food

17% - Servers

Bar

17%-Bartenders

The remainder of the Service Charge for Food and Bar will be retained by Sindbads.

(7) Banquet Scheduling.

- (A) Sindbads will circulate and post a list of all employees qualified to serve banquets that would be willing to work as Servers at banquets. Any Server or other qualified employee may add his or her name to this list twice per year, in November and in May, and employees who refuse to do banquets three times within a six month period will have their names taken off this list. Any Server or qualified employee may remove his or her name from this list at any time and from that point forward will not receive consideration for future scheduling of banquets, although the removal of an individual's name from this list will not relieve that individual from a previously scheduled assignment to a future banquet. The list will be arranged in order of seniority.
- (B) Any employee that is scheduled for any part of the time set for the setup, serving or clean-up of a banquet will not be eligible to work that banquet.
- (C) An employee whose assignment to a banquet would result in Sindbads paying overtime compensation to that employee will not be eligible to be scheduled for that banquet.
- (D) In order to schedule Servers for a banquet, Sindbads will offer the assignment for a specific banquet to the eligible employees on the list in seniority order. If the Sindbads representative receives a rejection of the assignment, no answer or a busy signal from the phone number listed by that employee, the Sindbads representative will attempt to offer the assignment to the next employee on the list. Once sufficient employees have accepted assignments as Servers, the Sindbads representative will stop contacting employees for that banquet and begin at the next name on the list for the next banquet.
- (E) The previously listed scheduling procedure will not be used if:
 - (1) A room used for the general public for part of a shift is converted to banquet use; in such a case the Servers initially assigned to that room will be assigned to the banquet.
 - (2) All employees on the list reject the assignment to a banquet; in such case Sindbads can satisfy the staffing

requirements for that banquet first by contacting the Union for extra employees. If the Union is unable to supply sufficient qualified employees in a timely fashion, Sindbads, Inc. may staff the banquet in any way it deems necessary.

- (8) The uniform for female banquet Servers and Bartenders will be white tops and either black skirts or black pants. The uniform for male banquet Servers and Bartenders will be white shirts, black bow ties, and black pants.

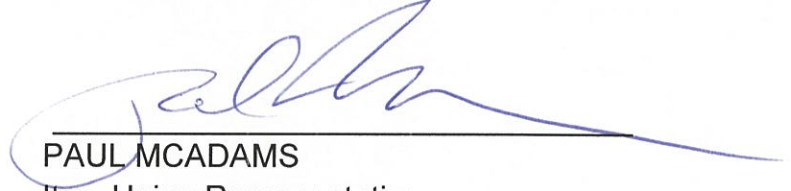
FOR SINDBADS:



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Its: President

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