

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LEVY PREMIUM FOODSERVICE
LIMITED PARTNERSHIP
FORD FIELD STADIUM

AND

UNITEHERE! LOCAL 24



JULY 1, 2019 THROUGH JUNE 30, 2023

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AGREEMENT

This Collective Bargaining Agreement (the "Agreement"), effective the 1st day of July, 2019 is entered into by and between Levy Premium Foodservice Limited Partnership (the "Employer"), doing business at the Ford Field Stadium (the "Stadium"), whose principal office is located at 2000 Brush Street, Detroit, Michigan, 48226 and, UNITE HERE Local 24 (the "Union").

WITNESSETH

WHEREAS, it is the desire and intention of the parties to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and equitable disposition of grievances, to maintain fair wages, hours, and other working conditions, and to promote good relations between the Employer and employees, for their mutual benefit.

WHEREAS, the Employer and the Union recognize and expressly agree that the Employer serves a specific niche in the provision of fine foods at sporting events, providing fine dining experiences to a highly selective and discerning clientele consisting largely of corporate, political, and other industry leaders who demand the highest possible levels of service, and that its continued success and ability to provide opportunities for its employees is largely dependent on the ability of the employees to provide such service. (The foregoing is hereinafter identified and referred to as the "Levy Standard").

WHEREAS, the objective of this Agreement shall be the promotion of the best interests of Employer and employees and the stabilization of labor-management relationships. The terms of this Agreement shall constitute the basic conditions of employment to be observed by the parties, and shall govern the employment of persons covered by this Agreement during such time as such persons are ready and willing to work.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, the parties hereto do hereby agree.

ARTICLE 1 – RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes UNITE HERE Local 24, as the exclusive collective bargaining representative with respect to rates of pay, hours, and other conditions of employment for all employees employed at the Stadium working in the classifications listed in this Agreement, with the exception of accounting staff including all cash room personnel, secretarial, maintenance, and sales employees, souvenir and other retail type mobile vendors, the executive chef, management chefs, head waiters or maitre'ds, captains, concession and suite zone managers, office clericals, maintenance employees, professionals, non-profit entity volunteers, college interns in hourly positions within the limits of Section 5.9 herein and staff and confidential employees, and all managers, supervisors, and guards as defined in the National Labor Relations Act. Management chefs are those whose responsibilities shall include scheduling kitchen employees, ongoing hands on training of kitchen employees, authority to

discipline and discharge, expediting food preparation and delivery, and related activities. All such employees listed above are expressly excluded from the bargaining unit. The parties understand and agree that the Ford Field Stadium owners may at some time exercise their right to subcontract out to a party other than Levy any and all of the Adams Street concessions and restaurants and that, if they do so, Levy will have no employees or continuing obligations at said Adams Street concessions.

Section 2. The Employer shall not enter into any agreement with any employee covered by this Agreement the terms of which conflict with any of the terms of this Agreement.

Section 3. 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.

Section 4. The Employer agrees to a payroll deduction of uniform initiation or reinstatement fees and membership dues or fees in the Union, provided the Employer has received from each employee on whose account such deductions are made a written assignment authorizing such deductions. Such assignment authorizing such deductions shall be irrevocable for one (1) year following the date upon which it is signed; provided, however, if the employee does not revoke the authorization at that time, it shall be considered automatically renewed for an additional one (1) year period. Until such an assignment is revoked, the Employer will deduct one-half of the monthly dues from the first and second bi-weekly payroll check of each month and will remit to the Union the amount deducted pursuant to such assignment during each month not later than the end of each such month with a written statement of names and social security numbers of the employees for whom the deductions were made and the amount of each deduction in an agreeable electronic format.

Section 5. Effect of State Law. The union security provisions of this agreement shall be of no force and effect so long as such provisions are contrary to Michigan law as expressed in 2012 Public Act No. 348 (MCL 423.14); provided, however, that if such state law is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful, the union security provisions of this agreement will again be in force and effect to the fullest extent permitted by law, including without limitation such lesser forms of union security such as “fair share” or “agency fee” if those lesser forms of union security are all that is permitted by state law. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing as a condition of employment. All employees covered by this Agreement, who are not now members of the Union, and such employees who are hired on or after the date of execution of this Agreement shall, upon completion of their probationary period events worked, become and remain members of the Union in good standing. The Employer agrees, upon request of the Union, to discharge any employee who fails to tender

his/her initiation or reinstatement fees and periodic dues in accordance with the above. The Employer shall have the right to discharge any employee for just cause. No employee shall be discharged for Union activities.

Section 6. Voluntary Political Deduction.

The Employer agrees to honor voluntary political contribution deduction authorizations from its employees.

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 UNITE HERE TIP- "To Insure Progress", 275 Seventh Avenue, New York, New York, 10001, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted. A copy of said form shall be sent to UNITE HERE, AFL-CIO.

Section 7. The Union shall have the right to appoint or elect Shop Stewards at the Stadium. The Shop Steward shall report to the Union and shall not interfere with the management of the business. Shop Stewards may be designated by the Union to handle grievances and shall be given time off from their regular schedule without loss of pay to participate in grievance meetings with management which have been scheduled at mutually agreeable times. It is agreed that grievances will not be taken up during a time which shall disrupt or interfere with the demands of the Employer's business. The Employer and the Stewards will treat each other with mutual respect. Shop Stewards shall not interfere with the Employer's direction of the work force or with customers. The Shop Steward must not leave his or her assigned work area for Union business without prior permission. Such permission will not be unreasonably withheld. Upon receipt of approval from the Employer, any time expended by the Chief Shop Steward in carrying out the grievance procedure beyond normal working hours shall be compensated for by the Employer at one and one-half times the employee's regular rate of pay. The Chief Shop Steward shall be considered the senior employee for purposes of layoff and recall only. There shall be one Chief Shop Steward.

Section 8. Shop Steward shall have no authority to take any strike action or any other action interrupting the Employer's business, except as authorized by the Union President or his designee, and which is not in violation of this Agreement. The Employer recognizes this limitation upon the authority of the shop steward and will not hold the Union liable for any unauthorized acts of shop stewards, provided the Union shall utilize their best efforts to prevent the shop stewards from violating any clauses of this Agreement, including, but not limited to, the no-strike clause.

Section 9. The Union shall designate the Union Representative(s) to have overall responsibility for servicing Employer's employees and shall notify Employer in writing of said designation and of any change in same.

Section 10. The Employer shall allow Union Representatives to enter the Employer's

designated areas of operation at the Stadium and shall provide access to those areas to enable said Union Representatives to investigate or adjust a grievance or for contract administration, provided that no interview shall unreasonably interrupt the duties of any employee. It is understood that there shall be no unreasonable interference with the Employer's operation because of such visitation.

Section 11. No member of the Union shall be discharged or otherwise discriminated against solely because he or she has filed a claim with any governmental agency or a grievance with the Union. Any dispute arising from this provision will be referred to the grievance procedure and arbitration. Nothing herein shall be construed to prevent an employee from communicating directly with management regarding a problem or complaint.

Section 12. A bulletin board shall be provided on which the Union may post official Union notices. All such items to be posted must be approved by the Union and presented to the Employer. All such items must be signed by the authorized Union representative; the signature of the authorized Union representative must be furnished to the Employer.

Section 13. It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provisions of this Agreement be determined to be contrary to any such State or Federal law, all other provisions of this Agreement shall remain in full force and effect, and substitutions for the invalidated provisions shall be immediately negotiated.

Section 14. The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, location, job title, home address, phone number, status, and date of hire. This information shall be in a mutually agreeable electronic format.

Section 15. All bargaining unit employees shall be required to attend the Company's new hire orientation during which the Union will have the opportunity to provide a thirty (30) minute presentation. In this presentation, by way of description and not limitation, the Union may introduce representatives, describe the Union's office location, explain the benefits and conditions of Union membership, describe the membership's roles in Union activities, and discuss other Union-related matters. Company representatives shall not interfere with this opportunity or the Union's presentation.

ARTICLE 2 – NON-DISCRIMINATION

Section 1. In accordance with applicable laws, there shall be no discrimination against any employee with respect to compensation, terms, conditions, privileges of or opportunities for employment because of race, color, religion, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency, where not substantially job-related), marital status, or any other basis prohibited by law.

Section 2. The Employer and the Union agree that with the enactment of the Americans with Disabilities Act (ADA), the Employer may face conflicting obligations under ADA and this Agreement, as the ADA prohibits the Employer from discriminating against a disabled person who, with or without reasonable accommodation, is qualified to perform the essential functions of a bargaining unit job. Therefore, the parties agree that notwithstanding anything to the contrary contained in this Agreement, the Employer may make reassignments and other accommodations necessary to comply with the ADA and such will not be interpreted as a violation of this Agreement. Upon request, the Employer agrees to meet and confer with the Union regarding the impact of any individual accommodation afforded an employee.

Section 3. The Union and the Employer shall interpret this Agreement to be consistent with the Americans With Disabilities Act (ADA) and the seniority provisions of this Agreement. Should a dispute arise with respect to such issues and should the parties fail to reach agreement, such dispute shall be submitted to final and binding arbitration to determine an appropriate remedy under applicable law and this Agreement. The parties designate Patrick McDonald or another arbitrator acceptable to the Union and the Employer, as permanent arbitrators to hear such disputes and to determine the applicable procedure for such hearings and the appropriate remedies.

Section 4. Masculine Includes Feminine. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE 3 – QUALITY SERVICE AND TRAINING

Section 1. The Employer's right to do business at Ford Field Stadium is based on its operating agreement. An essential requirement in that agreement is the Employer's duty to provide the highest standards of customer service to guests at Ford Field Stadium. A positive employee attitude, willing helpfulness, job and stadium knowledge, professional appearance, performance, courtesy and a genuine care for the customer are significant elements of this standard. These elements, consistently and positively applied, form the basis for an overall quality customer experience which must be delivered at Ford Field Stadium by the parties combined efforts. It is understood that the Employer serves a specific niche in the provision of fine foods at sporting events, providing fine dining experiences to a highly selective and discerning clientele consisting largely of corporate, political, and other industry leaders who demand the highest possible levels of service, and that its continued success and ability to provide opportunities for its employees is largely dependent on the ability of the employees to provide such service. The foregoing is hereinafter identified and referred to as the "Levy Standard".

Section 2. In order to help achieve the Levy Standards as outlined above, the Employer will provide and the employee will attend certain required training as the Employer or client deem necessary. The Employer may require all employees covered by this Agreement to attend orientation sessions and training sessions as needed to train employees. Whenever reasonably possible, training will be completed during the regular work period. When such training sessions are not held during a regular work period, such sessions shall be exempt from any minimum shift

or other requirements set forth in this Agreement; however, employees will be paid for a minimum of two (2) hours and the Employer shall provide a reasonable choice of training and orientation sessions and reasonable notice of same to the employees. The Employer may discipline any individual who fails to attend a required orientation or training session. In addition, the Employer shall not be obligated to schedule any employee to work if the employee has not attended a required orientation or training session.

Section 3. Employees are expected to perform their duties in accordance with the Levy Standards. Inability to perform of a non-disciplinary nature will result in reassignment to work which the employee is capable of performing, to the extent such work is available. The Employer will notify the Union of any such reassignment. Workers reassigned under the provision shall retain their date of hire seniority as a regular employee in their new job classification.

Section 4. Violations of these standards of a disciplinary nature will be subject to normal disciplinary procedures.

Section 5. The Employer, the Union and the employees covered by this Agreement shall make every effort to cooperate in addressing issues related to customer service and to attempt to find prompt mutually agreeable solutions to such issues, if possible.

ARTICLE 4 – LIVING CONTRACT AND PROJECT GREAT SERVICE TEAM

Section 1. Partnership and 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. Toward this end, the Employer and the Union agree to meet at least quarterly in a joint labor-management committee to discuss issues arising under this Agreement and/or the operations.

Section 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.

Section 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 Counsel, Vice President of Human Resources or President of the Employer and by an officer of the Union.

Section 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, and a willingness to discuss an issue does not constitute a waiver of such rights.

Section 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. The parties agree that it is their goal and objective to reduce the use of non-profit entity volunteers for the staffing of concession stands to a maximum of 20% if possible. A Joint Committee or study team will be established to meet and confer on methods to increase the number of employees staffing concession stands and to reduce the number of non-profit personnel staffing such stands.

b. Upon the request of either party, the parties will meet in a Joint Committee or study team to discuss operational issues.

ARTICLE 5 – HIRING, PROBATIONARY PERIOD AND NEW HIRE RATE

Section 1. The Employer and Union recognize and expressly agree that the Employer is a leader in the field of premium dining in sports and entertainment venues and that it has a highly demanding and discerning clientele which expects the highest standard of service.

Section 2. The Employer shall notify the Union of all vacancies. The Employer has the right to use its existing employees to fill any vacancy or open position prior to calling the Union for referrals, including for catering work.

Section 3. The Employer shall be the sole judge of the qualifications of all applicants and retains the right to reject any applicant for employment referred by the Union and to hire employees from any source. Any person employed shall be advised before commencing employment that the establishment is operating under a Union contract, and any such employee shall be referred by the Employer to the Union office within five (5) days for registration as

being employed. The Union agrees to accept such persons for membership upon terms and qualifications applicable at such time to other applicants of the Union.

Section 4. The Employer may hire employees from sources outside of the Union referral and may go to the "open market" for such employees.

Section 5. Probationary Period. The probationary period will be seventy-five (75) days of employment or five (5) events, whichever is longer. Said probationary period may be extended for one (1) additional event upon written request to the Union for any reason. The Employer reserves the right to terminate any such employee within the probationary period until an employee has completed the probationary period if, in its sole discretion, the Employer finds the employee to be an undesirable employee for any reason. During this probationary period, employees whose duties may include serving alcoholic beverages must successfully complete training on responsibly serving alcohol in a course of instruction designated by the Employer. Failure to successfully complete the course will result in extension of the probationary period.

Section 6. New Hire Rate. Employees hired on or after the ratification date will be paid 80% of the current classification pay during their probationary period, as set forth above. For the remainder of the employee's first twelve (12) months of employment, the employee shall receive 90% of the current classification rate in effect on the date the payment is made. For example, if an employee works at two (2) events during his or her first seventy-five (75) days of employment, then the employee will continue to receive 80% of the current classification rate until he or she completes five (5) events. Thereafter and for the remainder of the employee's first twelve months of employment, the employee will receive 90% of the current classification rate.

Section 7. Prior to the start of each season, the Employer will send an email notification to the employees at their last known email address provided by the employees to the Employer recalling said employees to report for work. The Employer shall only be required to rely on the email address made available from the employee and which is on file with the Employer. Employees must respond within ten (10) calendar days after receiving an email notification by the Employer. A final letter will be mailed to the employee at the last known address on file, the employee will have seven (7) calendar days to respond or they will be considered to have voluntarily quit.

Section 8. Excluded Employees. As set forth in the Recognition provisions of Section 1.1 herein, certain classifications are excluded entirely from the bargaining unit and such work will not be performed by employees covered by this Agreement, including volunteers and staff of non-profit entities and students as set forth herein.

Therefore, the Employer has the right to enter into agreements with non-profit institutions who may provide persons to work certain events at no wages or for wages below those set forth in Section 20 of this Agreement. Such persons will not be required to join the Union or to make any payments to or on behalf of the Union, nor will such persons be covered by the provisions of this Agreement. Such persons shall be utilized in no more than fifteen (15) events per calendar year, unless a greater number of events is agreed upon by the Employer and the Union.

The Union and the Employer agree that it is the goal of the parties to staff events with at least 80% bargaining unit employees to the extent that is possible and to work together under Section 4.5 above to accomplish that goal. In furtherance of this goal, the Employer shall make a good-faith effort to increase the number of bargaining unit employees. If the Employer, however, is not able to recruit sufficient employees to satisfy its staffing needs, then the Employer may utilize persons from non-profit entities. In order to allow time for the non-profit entities to make arrangements to assist, the Employer may make the determination and contract for the number of non-profit entity personnel needed three weeks in advance of an event for up to a maximum of fifteen (15) events per calendar year. The Employer agrees that it will not use non-profit volunteers to displace any bargaining unit employees, and that it shall schedule bargaining unit employees to work first before non-profit volunteers.

In addition, student interns are excluded from the bargaining unit. Student interns will typically staff various concession and catering jobs. The maximum number of student interns at any one time shall not exceed twenty. An individual intern may not work for more than one football season in a bargaining unit capacity.

ARTICLE 6 – SENIORITY

Section 1. Seniority shall be based on the number of hours worked, except that employees will receive four (4) hours credit for each one (1) hour worked at a football event. For example, if an employee works 8 hours at 10 football games, he shall receive 320 hours of seniority credit (10 games x 8 hours/game x 4 times football credit), whereas an employee who works 8 hours each at 10 non-football events shall receive 80 hours of seniority credit. The seniority list shall list the employees in each classification in seniority order based on the number of hours each such employee has worked for the Employer since his or her initial date of hire by the Employer. The initial seniority list for this contract shall be the list posted within fifteen (15) calendar days of ratification of this Agreement. The seniority list shall be recalculated and reposted on January 1 of each year. A designated Union representative shall receive a copy of the seniority list at the time of the posting. The employees shall have thirty calendar days after each new seniority list is posted to challenge their placement on said list, after which any such grievance is waived. In the event two or more employees have exactly the same number of hours worked when the seniority list is recalculated, a lottery, which shall be fair and equitable, shall be held to rank the employees to break such ties.

Section 2. In order to maintain seniority rights, all employees must be available for all full stadium events (including full stadium events). A List employees must be available to work other events when given forty-eight (48) hours' notice to report. In the event of a change in work reporting time without a forty-eight (48) hour notice to the employees, the employee shall be held harmless from disciplinary actions if he/she cannot meet the change in schedule.

Employees other than A List employees must be available to work other events when given seventy-two (72) hours' notice to report. In the event of a change in work reporting time without a seventy-two (72) hour notice to the employees, the employee shall be held harmless from

disciplinary actions if he/she cannot meet the change in schedule.

Section 3. The Employer retains the right to assign the locations where employees work for all bargaining unit classifications and to transfer or reassign employees from one location to another as necessary; provided, however, that the depot assignments for all vendors will be open for bid once each year and depot assignments for the year will be made based on bidder seniority order. The Employer agrees that assignments including rotations shall be based on ability and availability and shall not be based on favoritism.

Section 4. Exceptions to Seniority. Notwithstanding the foregoing, it is agreed that because of special training or skill or other reasons necessitated by sound business requirements, it may be necessary in cases of layoff to retain some employees regardless of seniority. The parties hereto recognize the necessity for such exceptions, which shall receive the consent of the parties, provided such proposals are reasonable and are necessitated by the above reasons.

Section 5. Vacancies, Promotions, Transfers and Cross Classification Work.

Vacancies:

When a vacancy occurs, information concerning such vacancy shall be posted for ten (10) calendar days on the Employer's bulletin board and website, in order for employees to make application for such vacancy. Copies of the posting will be given to department shop steward and copy sent to the Union. Vacancies shall be filled by the senior bidder provided he/she has the skills, qualifications and ability to perform the work required. In the event no bidders have the skills, qualifications and ability to perform the work required for the vacancy or any subsequent vacancy created by bidding, such vacancy shall be filled by the Employer. Those employees who have been accepted in a new assignment shall be unable to bid on subsequent vacancies for a period of three (3) months after such reassignment.

Promotions:

For promotions (defined as a movement to any higher paid classification), where employees have equal skills, qualifications and ability to perform the work required, seniority will prevail.

Transfers:

Seniority shall prevail in matters concerning transfer, provided that the employee who is transferred has the skills, qualifications and ability to perform the work required.

Temporary Transfers During a Workday:

As business volume and the operational requirements of the Employer dictate, the Employer may temporarily transfer employees to a different department or classification if it can demonstrate an important and reasonably unexpected or reasonably unforeseen business reason for doing so. In such cases, the employee will be paid at the rate of the highest classification worked during his or her shift, provided, however, that an employee who is temporarily transferred to a higher-

wage classification must work in the higher wage classification position for at least half of his or her shift. For example, if the Employer has a shortage of catering servers, it may temporarily transfer a fine dining server to perform those duties, and any such employee that works at least half of his or her shift in the catering servers position would be paid at the catering server wage rate for that shift. If the employee works less than half of his or her shift in the catering server position, he or she will be paid on a pro rata basis at the catering server wage rate for the hours worked in that classification and will be paid at the fine dining server rate for the remaining hours worked.

Cross Classification Work During A Work Week:

Further, to provide flexibility to the Employer and as much job security to employees as possible, the Employer may schedule and assign employees to perform cross classification work provided that such assignment shall not be scheduled within the same shift. In such cases, the employee will be paid each day at the applicable classification wage rate for such work.

Seniority Upon A Transfer:

An employee who is permanently transferred from one classification to another other than on a temporary basis as discussed above shall, upon being transferred, be deemed to have seniority only to which he or she has been transferred. The transferred employee shall be placed at the bottom of the seniority list of employees in that seniority line and classification. Employees working temporarily in more than one seniority line will retain seniority only in their original seniority line.

Seniority Lines Upon A Promotion:

Employees who have been promoted and are working less than the average number of hours prior to their promotion in a work week shall retain the right to work in their previous classification and seniority line as long as overtime is not involved and at the same time the one to which they have been promoted in the same work week. In doing so, the employee shall retain seniority up until the time of promotion in the previous classification and shall continue to accrue seniority in the seniority line to which they were promoted after the promotion. In completing and filling out his/her weekly schedules with work from the previous classification, the promoted employee may exercise his/her seniority in the previous classification only to displace a less senior employee. Displaced employees shall have the same right. Employees transferred from one seniority line to another shall remain until the next regular recalculation of seniority after the promotion, on their previous seniority list. After a one hundred and fifty (150) day period, seniority shall be lost in the former seniority line. Seniority in the new seniority line shall accumulate from the date of the transfer. At the end of said one hundred and fifty (150) day period, the employee must designate in writing to the Employer whether he or she intends to retain the promotion and failure by the employee to do so shall mean that the employee does not retain the promotion and remains in his or her previous line of seniority.

Section 6. Layoffs, Recalls and Assignments.

The parties agree that seniority within classification shall determine the order of layoffs and recalls. The parties further agree that the most senior employee shall be entitled to the most available work up to but not including overtime work. The Employer retains the right to assign shifts, locations and position, providing the most senior employee obtains the most available work as provided for above. In reducing the number of employees within a classification, the Employer agrees that seniority shall determine the order of layoff provided that the remaining employees have the skills, qualifications and ability to perform the work required. In rehiring following layoffs, employees should be rehired in the inverse order in which they were laid off. In notifying laid off employees of rehiring, a certified letter, return receipt requested, to the employee's last known address on file with the Employer with a request to report for work shall constitute compliance by the Employer, and employees so notified shall lose seniority rights, if they fail to report for work within ten (10) calendar days of the mailing of said letter or the date they are requested to report, whichever occurs last.

Section 7. Managerial and Supervisory Employees.

It is recognized that managerial and supervisory employees as well as Product Delivery Drivers are not covered by this Agreement, provided, however, that no such persons shall be permitted to perform any of the work or duties performed by employees who are covered. This provision shall not apply in cases of training, unexpected shortage of employees, or emergency.

Section 8. Interpretation of Seniority.

Interpretations, applications and decisions regarding seniority dates shall have the Union deemed as the final and sole authority for such matters.

Section 9. Loss of Seniority. An employee shall lose seniority under any of the following circumstances:

- a. Resignation;
- b. Discharge for cause;
- c. Two occurrences of a no-call/no-show with no notice¹ at a full stadium event, within a rolling ten-event period. A full stadium event is an event that requires staffing for concession, suites and clubs/catering. This includes all football games, the Motor City Bowl, the

¹ For the purposes of Section 6.9, a no-call/no-show with no notice occurrence shall be assessed against an employee if the employee is scheduled to work an event and fails to appear for work at the scheduled time and has failed to call in at least two hours before the scheduled starting time to advise the Employer that he or she will not be able to work as scheduled. To report such an unscheduled absence, the employee must call the manager to whom he or she reports at least two (2) hours before the employee's scheduled starting time for the event. No-call/no-show occurrences related to full stadium events will not be counted against the number of unavailabilities and call offs allowed for non-full stadium events under Section 6.9(j) and (k) herein (and vice versa) as each pool of occurrences

Detroit Classic and other similar events. The second occurrence of a no-call/no-show for a full stadium event is cause for termination. The Employer recognizes that extraordinary circumstances, like the death of an immediate family member, may arise and the Employer will not reject a documented excuse based on an extraordinary circumstance.

d. Third occurrence of a no-call/no-show with no notice at an event other than a football event within a rolling twelve month period, unless excused by the Employer and the Employer shall not reject excuses in a disparate manner. The first and second occurrences of a no-call/no-show with no notice will result in a written warning. The third occurrence of a no-call/no-show with no notice if within a rolling twelve month period will result in termination of employment and loss of seniority.

e. Failure to return to work within ten (10) calendar days after receipt of notice by certified mail or recall from layoff, as discussed in Article 6.6 above;

f. Knowingly applying for unemployment compensation benefits while on a medical or personal leave of absence;

g. Failure to return to work at the expiration of a medical or personal leave of absence without prior written approval by management;

h. Continuous absence from work because of illness for twelve (12) months, or three (3) months in case of personal leave of absence.

i. A worker is on layoff and not recalled within ten (10) calendar months.

j. A worker who is unavailable or calls off² for any two (2) full stadium events in a rolling ten (10) event period. An employee who is sent home for reporting late, shall only be assessed one-half (½) of a full stadium event. Employees are responsible for keeping track of these said shifts.³

k. A worker who is unavailable to work or calls off for any six (6) non-full stadium events in a rolling twelve (12) month period. Employees are responsible for keeping track of these said shifts.

² An occurrence of unavailability/call-off will be assessed against an employee, for the purposes of Section 6.9, if the employee advises the Employer that he or she should not be scheduled for an event or if the employee, once scheduled for an event, calls in at least two hours before his or her scheduled starting time to advise that he or she will be absent. As with no-call/no-show occurrences under Section 6.9(c) and (d) above, each pool of unavailability/call-off occurrences under Section 6.9(j) and (k) is evaluated separately.

³ For non-NFL and concert events, an employee may submit a request for time off on a form provided by the Employer at least thirty (30) calendar days but no more than sixty (60) calendar days prior to the requested day off. The Employer will consider these requests for time off in seniority order, and will endeavor to grant the requested day off if they are able to do so given the needs of the business. If the Employer grants the request, an occurrence will not be assessed to the employee for the purpose of calculating the number of unavailabilities or call offs under Section 6.9(j).

l. A worker who agrees to work a catering event and calls off for any four (4) events within a twelve (12) month rolling period.

m. Retirement.

In the event an employee loses their seniority under the circumstances listed above, the employer shall notify the employee and the union in writing within seven (7) calendar days.

Section 10. Classification and Seniority Lines will be as follows.

1. Cook 1
2. Cook 2
3. Cook 3
4. Lead Steward
5. Steward
6. Utility/Dishwasher
7. Concession Stand Leads
8. Assistant Stand Leads
9. Concessions Bartender
10. Concessions Barback
11. General Concession
12. Concession Runners
13. Food and Beer Vendors
14. Pantry Coordinator
15. Suite Server
16. Suite Runner
17. Tipped Premium Bartender
18. Bar Backs (Part Tipped)
19. Service Bartender (Part Tipped)
20. Club Servers (Part Tipped)
21. In-Seat Servers
22. Busser
23. Host/Hostess
24. Warehouse Zone Lead
25. Warehouse
26. Catering Lead
27. Catering Server
28. Catering Bartender
29. Tunnel Club Bartender
30. Tunnel Club Server

The employees in the various classifications above shall perform the functions of their classifications on a stadium-wide basis and shall work in whatever area to which he/she may be assigned by the Employer.

ARTICLE 7 – DISCIPLINE AND DISCHARGE

Section 1. A non-probationary employee shall be disciplined or discharged only for just cause. The Employer will endeavor to use progressive discipline (e.g., warning notice before discharge) for like offenses except for serious offenses. When an employee has been suspended or discharged, the Union shall be notified immediately in writing. In the event of a discharge, should an investigation by the Employer and the Union result in a mutual agreement that the employee was unjustly accused or discharged or should an arbitrator so determine, he shall be reinstated without loss of earnings, seniority and fringe benefits.

Section 2. Just Cause. It is the policy of the Employer to base the discharge of an employee on just cause. The sole right to discipline and discharge an employee for just cause is retained by the Employer. Further, the Employer reserves the right to reject any new employee at any time within the probationary period if, in its sole discretion, the Employer finds the employee to be an undesirable employee for any reason other than for Union activities.

Section 3. Work Standard. It is understood between the parties that all work shall be in compliance with the Levy Standard. Consistent poor work not up to the Levy Standard shall subject the employee performing such work to discipline.

Section 4. Rules and Regulations. The Employer shall have the right to adopt and put into effect reasonable rules and regulations, including, but not limited to, rules that enable the employees to meet the Levy Standard and rules and regulations established by the stadium. The employees and the Union will be given at least fourteen (14) days written notice of changed or new work place disciplinary rules. Upon the Union's request, the parties shall meet and discuss the same in good faith.

Section 5. Serious Offenses. Certain offenses are considered so serious that an employee may, at the discretion of the Employer, be discharged without progressive discipline (i.e., without prior warning notice). A non-exhaustive, but illustrative list of examples of such offenses include, but are not limited to, the following: (a) insulting, arguing with, being discourteous or using profane language to or in the presence of a guest, unless provoked, or confronting guests about tips; (b) Fighting or threatening unless in self-defense; (c) material dishonesty or material falsification of any records; (d) using, in possession of, or being under the influence of illegal drugs or alcoholic beverage upon reporting to work, during working hours, or in the Employer's non-public work areas at any time, or any violation of the Employer's drug free workplace program; (e) conviction or a plea of guilty occurring after ratification of this Agreement to any job-related felony which shall include any felonies involving violence or drug trafficking or job related misdemeanor other than minor traffic offenses; (f) theft proven beyond a reasonable doubt, or material unauthorized use, or misappropriation of the property of the stadium, the Employer or a user of the stadium; (g) repeatedly, intentionally or recklessly damaging, abusing, misusing or destroying the property of the Employer, the stadium owner, other employees or guests, or repeatedly, intentionally or recklessly causing bodily injury to a fellow employee or guest; (h) gambling or sleeping while on duty; (i) refusing to obey a directive of a supervisor, except where such directive is unlawful or creates a legitimate health or safety hazard; (j) refusal to permit inspection of employee lockers, packages being removed from either the Employer-

controlled areas or from the stadium, purses or other personal effects, provided that a Union steward will be present when available during routine or scheduled inspections and, in the event of a steward's unavailability, two witnesses, one of whom shall be a member of the Union shall be present at that time; (k) failing to promptly report any accident, injury, illness, or unsafe condition, defective equipment or damage to company property to his/her supervisor in which the employee was a principal witness or culpable for said event; (l) unless required by a representative of management, knowingly serving unsanitary or unsafe food; (m) improperly giving away Employer property, including, but not limited to, equipment, supplies or product without prior authorization from his/her supervisor or knowingly pouring or serving drinks for anyone other than a paying customer, except as part of his/her responsibility; (n) making false or malicious statements concerning the stadium, the Employer or its products at work or that causes damage to the stadium, owner or to the Employer; (o) refusing to cooperate in the investigation of any accidents, theft or other incidents of misconduct on Employer property provided, however, that no employee shall be required to incriminate themselves and shop stewards shall have all rights afforded them under the National Labor Relations Act; (p) violating applicable equal opportunity and/or racial or sexual harassment laws; (q) leaving the premises while on duty, except as required by one's job, without prior approval from his/her supervisor, or leaving the premises or performing material personal work on Employer time without the permission of his/her supervisor; (r) having firearms, explosives or other weapons of any kind in the Employer premises; (s) re-using or refilling cups or using cups or other serving equipment not supplied by the Employer; (t) repeated poor attendance; (u) soliciting, advertising or requesting tips; (v) smoking in the stadium or on duty at any time; (w) major violations of the Michigan Liquor Beverage Law; and (x) other offenses which constitute just cause.

Section 6. An employee may be tested for drug and/or alcohol use and the Employer may require an employee to supply a specimen for testing if the employee is involved in an accident (i) during work hours or while performing his or her duties; or (ii) occurring within the premises of the company or while operating company vehicles or equipment or for just cause/reasonable suspicion.

Section 7. Concession employees who fail to adhere to the Employer's cash handling policies will be prohibited from handling cash within the concession stands.

Section 8. Warnings. Any warnings, verbal or written, shall not be considered after twelve (12) months with regard to discipline unless such warnings deal with multiple instances of moral turpitude. A copy of all warning notices shall be sent to the Union; however, the validity of disciplinary action shall not depend upon whether the notice of disciplinary action is received by the Union. The Union shall not be obligated to grieve warning letters until and unless they relate to a grievance or arbitration filed by the Union. The Employer agrees to make Union representation available, whenever practicable, in all disciplinary hearings.

Section 9. In the event of a customer walkout the Employer shall cause an investigation of the circumstances surrounding the walkout before imposing discipline upon any employee.

Section 10. Discipline and Discharge Notices: The Employer shall provide a union representative, as designated by the Union, copies of discipline (including verbal warnings,

written warnings, and suspensions) and discharge notices on the 1st and 15th of every month by electronic means. In addition, the Employer shall provide each employee a copy of all discipline and discharge notices at the time that it is issued.

ARTICLE 8 – HEALTH & WELFARE PLAN

Section 1. Eligibility for Contributions. “A List” Employees are defined as the twenty-five (25) most senior employees [using hours or event based seniority] as set forth herein. The A List posted on January 1, 2015 shall remain in effect until December 31, 2016. The “A List” shall be recalculated and reposted on January 1, 2020, January 1, 2021 and January 1, 2022 to include up to a maximum of thirty (30) of the most senior employees provided that such employees have worked a minimum of 800 hours in the previous calendar year. Such “A List” Employees shall be eligible for Health and Welfare contributions, provided that such employee is not covered as an individual or dependent on a comparable group plan fully paid for by another employer. Once an employee is posted on the “A List,” that employee will remain on the “A List” (unless removed pursuant to section 6.9 above. In the event an employee loses their seniority under the circumstances listed in section 6.9, the employer shall notify the employee and the union in writing within seven (7) calendar days.) and the Employer will continue to make monthly Health and Welfare contributions for that employee (or that employee’s replacement) until the next reevaluation date, regardless of how many hours the employee works in the year after which the employee was posted on the “A List.”

Section 2. Plan Unit 345.

(a) The Employer agrees to contribute for each employee covered by this agreement the sums stated below to UNITE HERE Welfare Fund (hereinafter referred to as Plan Unit 345), for the purpose of providing health and welfare benefits under Plan Unit 345, or such new merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Trust Fund, on the format prescribed by the Trust Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

(b) The Employer shall contribute to Plan Unit 345 for each eligible “A List” employee that fully satisfies all the eligibility requirements of Section 8.1 above and who is not covered as an individual or dependent on a comparable group plan fully paid for by another employer. The aforementioned rates will apply as follows:

February 1, 2020	\$44.72 per month
February 1, 2021	\$44.72 per month
February 1, 2022	TBD

Effective February 1, 2022, through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the

employer's participation pursuant to the Fund's Minimum Standards.

(c) The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the said Plan Unit 345 as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

(d) In order to properly pay benefits, maintain records of employees' eligibility for benefits, to assure compliance with this agreement in respect to the above contributions and to comply with Federal law, the Employer and Union agree to make available for inspection and audit by the Fund such records of all employees of the Employer as the Fund may require, including, but not limited to, names of employees and dependents, ages, dates of hire, classification, sex, social security number, wages, and hours, days, weeks, and/or years of employment.

Section 3. Major Medical HMO through Health Alliance Partners ("HAP").

Effective upon ratification and for the duration of the Collective Bargaining Agreement, the Employer shall pay the required contributions for the Health Alliance Partners and any future increases.

Under this Section only, the Employer's obligation is limited to the contribution of premiums as outlined herein; the Employer is not the guarantor of benefits, the designated HMO shall otherwise provide all benefits and administer said Plan.

Section 4. Reopener to Change Medical Plans.

This entire Health Insurance Section may be reopened by either the Employer or the Union to negotiate by mutual agreement the substitution of a more favorable medical insurance plan (defined as one that provides substantially the same or better benefits at a lesser cost).

ARTICLE 9 – VACATION BONUS

Section 1. "A List" Employees (as defined in Section 8.1) shall be entitled to vacation pay determined as follows:

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

c) Number of actual hours worked per calendar year, up to a maximum of 2080 hours per year divided by 52 = number of paid vacation hours.

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

Number of actual hours worked per calendar year, up to a maximum of 2080 hours per year divided by 26 = number of paid vacation hours.

e) Employees with more than ten (10) years of continuous service shall be entitled to vacation pay based upon the following formula:

Number of actual hours worked per calendar year, up to a maximum of 2080 hours per year divided by 17.3 = number of paid vacation hours.

Section 2. It shall be the option of the Employee to take earned vacation pay as additional earnings to be paid on the employee's anniversary date of hire. Time-off will be granted by the Employer based upon the demands of the Employer's business, and seniority shall determine the employee's eligibility for the available time-off. All requests for time off must be requested at least two (2) weeks in advance.

ARTICLE 10 – HOLIDAYS

Section 1. The following shall be considered holidays only for the purpose of bonus payments to all employees, including vending employees who work on the day these holidays are legally observed, to wit:

1. New Year's Day
2. Easter Sunday
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve
8. Christmas Day
9. New Year's Eve

Section 2. Holiday pay shall be fifty-five (\$55.00) dollars in addition to the employee's regular hourly rate of pay for working on one of the above holidays for those employees who have completed their probationary period as described in Section 5.6 above and who have been employed up to five (5) years. Employees with six (6) or more years of employment shall be paid sixty (\$60.00) dollars in addition to the employee's regular hourly rate of pay for working on one of the above holidays. Those employees who have not completed their probationary period pursuant to Section 5.6 shall receive fifteen (\$15.00) dollars in addition to their regular

hourly rate of pay for working such holidays.

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

Section 4. If an employee is thirty (30) or more minutes late for reporting time and is sent to work, the employee is eligible for holiday pay as listed above. If the employee is sent home after arriving to work thirty (30) minutes or more late for work, no holiday pay will be issued.

ARTICLE 11 – STATE OF MICHIGAN PAID SICK TIME POLICY

Section 1. Effective August 1, 2019, all employees, regardless of years of service, will accrue Paid Sick Time, at the rate of one (1) hour for every thirty-five (35) hours worked up to a maximum of forty (40) hours per Plan Year (October 1 – September 30). Up to forty (40) hours of accrued, unused Paid Sick Time will carry-over from Plan Year to Plan Year but Employees will not be eligible to use more than forty (40) hours of Paid Sick Time per Plan Year. Accrued, unused Paid Sick Time in excess of forty (40) hours will be forfeited if not used by the end of the Plan Year. Paid Sick Time must be taken in increments of four (4) hours or more. When an employee is laid off for the season and rehires, previously unused Paid Sick Leave will continue to be available for use.

Section 2. Scheduled or Foreseeable Use: If the need for Paid Sick Time is for a pre-scheduled or foreseeable absence, the Employee is required to provide reasonable advance notification to his/her Manager.

Unforeseeable Use: If the need for Paid Sick Time is unforeseeable, the Employee must alert his/her Manager of the need for Paid Sick Time in accordance with the Employer's Call Off Procedure unless exigent or emergent circumstances prevent providing such notice. If the Employer Call Off Procedure cannot be followed, the Employee must alert his/her Manager of the need to take Paid Sick Time as soon as practicable based on the circumstances. If the Employee is unable to provide notice personally, a family or household member may contact the Employee's Manager and provide notice.

Section 3. Rate of Pay. Employees will receive Paid Sick Time based on their current rate of pay in effect at the time of use of the Paid Sick Time. Employees are not entitled to compensation for lost tips or commissions during the use of Paid Sick Time. For Employees who are paid on a commission, the hourly rate of pay shall be the base wage or applicable minimum wage, whichever is greater. All Employees must be compensated for Paid Sick Time in accordance with federal and/or state minimum wage. Paid Sick Time is not considered time worked for the purpose of calculating overtime for the week in which the Paid Sick Time was taken.

ARTICLE 12 – LEAVES OF ABSENCE

Section 1. Military Leave. Members of the Union entering the Military Service, Red Cross or other combat relief service of the U.S.A. during the life of this Agreement will be considered on leave of absence and shall retain their seniority while in such service and shall be returned to their former positions upon honorable discharge from the service, providing that they are physically and mentally capable of working and apply for reemployment within forty-five (45) days after date of discharge.

Section 2. Leave of absence without pay shall be granted in accordance with the Family and Medical Leave Act (FMLA) to care for 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 the employee from performing the essential functions of his/her job. In order to be eligible for family leave, the employee must have worked at least twelve (12) months and at least one thousand two hundred fifty hours (1,250) during the year preceding the start of the leave. Employees shall provide thirty (30) days written notice before the leave is to begin of the intent to take a leave.

Section 3. The Employer and the Union agree to follow the FMLA and its sections defining Leave Entitlement; Expiration of Leave; eligibility requirement, notice, offsetting paid leave, if any; second opinions; return to work; benefits during the leave; procedure to request a leave; and record keeping confidentiality.

Section 4. Return from a Leave of Absence. Upon return from an approved leave of absence, an employee shall be returned to the position he/she previously held in accordance with the employee's seniority prior to the leave.

Section 5. 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, but also without accumulating seniority during the period of the leave of absence. 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.

Section 6. Bereavement Leave. Employees shall receive up to three (3) consecutive days of paid bereavement leave if a death occurs in the employee's immediate family, which shall include the employee's spouse/domestic partner, child, parent, sibling, grandparent, mother-in-law, father-in-law, daughter-in-law, or son-in-law. Employees shall receive one (1) day of paid bereavement leave if a death of a near relative occurs, which shall include the employee's aunt, uncle, first cousin, niece, or nephew. Employees shall only be entitled to paid bereavement leave if they are scheduled to work on these days.

ARTICLE 13 – UNIFORMS AND LOCKERS

Section 1. Employees shall provide, at their own expense, black shoes with verifiable slip-resistant soles, shirts, socks, and pants which meet the specifications required by the Employer, except that the Employer shall furnish and maintain uniforms for all kitchen and warehouse classifications and for all vendors. The Employer will furnish and the employee shall maintain all other required uniform items, which typically consist of specified clothing items for each classification. The Employer will furnish Concession Department employees with two (2) sets of uniforms. The uniform items furnished by the Employer are the property of the Employer and are to be returned when the employee is laid off at the end of the football season or upon termination. If the uniform items are not returned within thirty (30) days of the employee's last day of work, the cost of the uniform will be deducted (less the amount of the deposit forfeited) from the compensation due to the employee and the amount remaining will be paid to the employee in a paycheck that will be mailed to the employee's last reported address.

Notwithstanding the foregoing, effective July 24th, 2015, all newly hired employees shall be required to make a deposit for uniforms furnished by the Employer. The deposit amount will be based on the employees department as follows:

Culinary and Warehouse: Forty Dollars (\$30.00)

Concessions: Fifty Dollars (\$40.00)

Premium including Tunnel Club and Suites: Eighty Dollars (\$60.00)

Payment of said deposit shall be spread over two (2) pay periods. Said deposit will be returned to the employee upon termination of employment or upon layoff at the end of the football season, provided the employee returns the uniform to the Employer in good condition, less normal wear and tear.

a) The Employer 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 include, 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.

b) The Employer 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 the Employer's approved dress and appearance requirements.

Section 2. The Employer shall provide locker space for all of its employees. The employee shall be responsible for the safekeeping of clothing and valuables. Should the Employer wish to inspect the lockers, the Employer will make reasonable efforts to be accompanied by the Union steward or by his or her designee.

Section 3. The Employer reserves the right to enter employees lockers if a safety threat is perceived provided, however, that, if time allows, the Employer will make reasonable efforts to have a Union steward or other bargaining unit member present.

ARTICLE 14 – SANITATION

Section 1. The Employer shall maintain strict observance of all sanitation and health laws insofar as they affect the working conditions of employees.

Section 2. The employees shall be obliged to observe all safety rules and practices adopted by the Employer. In addition, the Employer and the Union expect cooperation from all employees to continually improve safety.

ARTICLE 15 – CANCELLATION OF EVENT

Section 1. If, on a particular day, an event (defined as including a pre-season, regular season or post-season football game) is threatened with cancellation for any reason, then the employees of the Employer shall be obligated to listen to announcements made via radio (on Newsradio 950 WWJ-AM and TEAM 1270 WXYT), television, the Employer's hot line and other media to ascertain whether the event will or will not be conducted on that particular day. If the announcement states that the event on that day has been cancelled, the employees shall not report for work and no compensation shall be due for the cancelled event.

Section 2. If the event has not been so cancelled and notice of same published on the Employer's hot line one (1) hour before reporting time and employees have reported to work, they shall be guaranteed at least four (4) hours pay.

Section 3. If an event is cancelled but the announcement is not officially made until after the employee has been assigned to his or her station, or after the employee performs his or her regular services, then he or she shall receive his or her regular full day's pay.

ARTICLE 16 – GRIEVANCE PROCEDURE AND GRIEVANCE MEDIATION

Section 1.

a. General: The Union and the Employer recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that arise under this Agreement. To this end, the Union, the employees and the Employer agree that the provisions of this Article shall provide the means of settlement of all grievances of employees. The parties also recognize the right of the Employer to initiate grievances.

b. Claims of alleged violation of the terms and/or provisions of this Agreement shall not be considered unless one of the parties hereto notifies the others of such violation within twelve (12) calendar days for all grievances, including termination. The time limit begins from when the employee or the employer should have become aware of the alleged violation.

Step 1. Discuss with Manager. An employee having a grievance for issues other than discipline may take it up with the Manager or with his/her Shop Steward and Manager within twelve (12) calendar days of the alleged violation or knowledge of violation. Recognizing the value and importance of full discussion in eliminating misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion. In the event that Step 1 has not been followed prior to Step 2 being executed, no written response will be generated by the Employer.

Step 2. Reduce to writing. If the matter is not disposed of in the discussion with the Manager during Step 1, within twelve (12) calendar days thereafter, the grievance shall (a) be reduced to writing, (b) to the degree possible, set forth the issues and the applicable section of the collective bargaining agreement, and (c) be presented to the Human Resources representative. The Human Resources representative will then schedule a meeting (which will also be attended by the Director of Operations on behalf of the Company) within ten (10) calendar days of receipt of the written grievance. The Human Resources representative will then provide a written answer to the grievance within ten (10) calendar days from the date the meeting takes place. All grievances initiated by the Employer and all grievances that relate to discipline shall commence with Step 2 within twelve (12) calendar days of alleged violation or knowledge of violation.

Section 2. Mediation.

a. Prior to the grievance being submitted to arbitration, the Union or the Employer may file a written request for a Grievance Mediation hearing within ten (10) calendar days from the date that the Human Resources representative submitted the written answer. The Grievance Mediation shall be held within thirty (30) calendar days of the written request. The Grievance Mediation shall consist of at least one (1) Employer representative and at least one (1) union representative plus a neutral mediator who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties reach a settlement.

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

b. The Grievance Mediation shall be governed by the following rules: (1) The grievant shall have a right to be present at the Grievance Mediation; (2) Each party shall have one principal spokesperson; (3) Outside lawyers or consultants shall not participate in Grievance

Mediation; (4) Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing; (5) Proceedings shall be informal in nature; the presentation of evidence is not limited to that presented at earlier steps of the grievance procedure; Rules of Evidence shall not apply and no formal record of the Grievance Mediation shall be made; (6) The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance; (7) If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision within twenty-four (24) hours of the mediation; (8) The mediator shall state the grounds for his/her advisory decision; (9) The Grievance Mediation Procedure shall have no power to alter or amend the terms of the Agreement; and (10) The cost of the mediator, if any, shall be split between the Employer and the Union.

c. As an alternative, by mutual agreement in advance of the Grievance Mediation hearing, a neutral third (3rd) person may be designated a mediator/arbitrator who will attempt to mediate the dispute and in the event a mediated settlement cannot be reached will issue a written decision which shall be binding on both parties.

d. In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between the parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

Section 3. Training. For purposes of implementing the procedures set forth above, the parties may apply to a joint training program in grievance mediation to be conducted by the Federal Mediation and Conciliation Service under the sponsorship of the Employer/Union Labor Management Partnership Team as set forth in the Living Contract Section above.

Section 4. Arbitration. If the matter cannot be resolved through mediation, then the Union or the Employer may submit the matter to an arbitrator for determination within thirty (30) calendar days of the result of the mediation. Due notice of submission to arbitration shall consist of written notice to the Employer's General Counsel if the issue is raised by the Union, or if the issue is raised by the Employer, written notice to the designated representative of the Union.

Section 5. The Union and the Employer agree that the permanent Arbitrator named in Section 2.3 will serve for the term of this Agreement, unless incapacitated, in which case the parties will mutually agree upon a replacement arbitrator or replaced by mutual agreement of the parties.

Section 6. Agreement To Arbitrate ADA Claims. The Union and the Employer shall interpret this Agreement to be consistent with the Americans With Disabilities Act (ADA) and the seniority provisions of this Agreement. Should a dispute arise with respect to such issues and should the parties fail to reach agreement, such dispute shall be submitted to final and binding arbitration to determine an appropriate remedy under applicable law and this Agreement. The parties designate Patrick McDonald or another arbitrator acceptable to the Union and the Employer as permanent arbitrators to hear such disputes and to determine the applicable procedure for such hearings and the appropriate remedies.

Section 7. All time limits specified in this Section may be extended by mutual consent of the parties hereto.

Section 8. The Arbitrator shall have no authority to amend, alter, add to or subtract from this Agreement. All expenses of the Arbitrator shall be jointly and equally shared by the parties. The decision of the Arbitrator shall be final and binding and shall have the effect of a legal judgment and shall become a part of this Agreement, and each of the parties hereto agrees to abide by the decision of the Arbitrator.

Section 9. Pending a determination of any matter in dispute, the status quo existing prior to the matter becoming a dispute shall remain in effect, except in case of suspension or discharge.

Section 10. The parties agree that the grievance procedure set forth in this Section shall be the sole and exclusive method of settling all claims, grievances or controversies arising out of the terms of this Agreement.

Section 11. Retroactivity. No grievance adjustment or arbitration award under any circumstances including claims for payment of any additional compensation or sums under the terms of this Agreement for all forms of overtime, uniform allowances and meals shall be retroactive for more than ninety (90) calendar days prior to filing the grievance, except with respect to grievances involving claims for tips.

Section 12. This Agreement is between the Union and the Employer only. Nothing herein contained shall confer any rights upon any employee to seek any remedy except as specifically herein specified.

ARTICLE 17 – NO STRIKES, NO LOCKOUTS AND PICKET LINES

Section 1. No Strikes No Lockouts.

Except for a refusal to arbitrate or to comply with the decision of an arbitrator, during the term of this Agreement, the Union, its agents, representatives, employees and persons acting in concert with it agree that they shall not organize or participate in any strike, walkout, slowdown, sit down, stay-in, boycott, sympathy strike, sick-out, picketing, or other work stoppage and it is expressly agreed that any such action is a direct violation of this Agreement.

In the event of any unauthorized strike, work stoppage, slowdown or picketing, the Union agrees to cooperate with the Employer in bringing the same to an end and also agrees that the Employer shall have the right to discipline any employee or employees participating herein by discharge or layoff as the Employer shall determine.

In consideration of the foregoing, the Employer agrees that it shall not incite, encourage, organize, condone or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term “lockout” does not refer to the suspension

whether for investigative or disciplinary purposes, discharge, termination or layoff of employees by the Employer for any reason in the exercise of its rights as may be set forth in any provision of this Agreement, nor does “lockout” include the Employer’s decision to terminate or suspend work at the stadium or any portion thereof for reasons unrelated to economic pressure on the Union or its members.

Section 2. Authorized Picket Lines.

Nothing herein contained shall be construed as requiring any member of the Union to violate or cross a lawful primary picket line of any labor organization, to violate any of the provisions of the constitution or by-laws of said local Union, or of the International Union with which such local Union is affiliated, providing said picket line is sanctioned by the Union.

ARTICLE 18 – MANAGEMENT PREROGATIVES

Section 1. The Employer has the sole right to manage its business, establish all standards of performance, establish reasonable rules and regulations, and make all business decisions except as expressly abridged by provisions of this Agreement. Employer’s management rights shall include but shall not be limited to (a) the sole right to direct, control and discipline the employees, including the right to layoff, promote and transfer, provided that no such action shall be taken solely because of the employee’s Union activities or affiliation; (b) The right to determine the size and appropriate staffing levels of the workforce for all events and other job assignments including the right to assign workers to perform any duties that are related to their classification and necessary to the business, e.g., buffet servers to serve dessert, placing promotional materials on table, doing reasonable assigned opening and closing duties such as polishing, placing and setting up silverware setting up, chairs, etc.; (c) The right to assign and reassign employees to any desired location consistent with this Agreement; (d) The right to transfer and assign employees from one location to another solely within the bargaining unit; (e) The right to set the starting times for all employees depending upon the type of events or functions and/or the starting times of the events or functions; (f) The right to create and change job duties, activities and classifications, provided, however, the Employer provides advance notice and an opportunity for the parties to negotiate over new jobs or significant changes and over the wage rate subject to arbitration; (g) The right to require employees to work outside their customary job duties or classifications in the event of an emergency or in order to meet its reasonably unforeseen business needs; (h) The right to determine the scope of its business, including the right to expand, consolidate, or terminate its operations, and the right to lay off employees or add jobs as management, in its sole discretion, may determine necessary; this right includes the right to close its operations at the stadium immediately if the Employer loses its right to provide food services there; (i) the right to determine what type of service to provide, the location of work area, the selection of menu items and the right to determine whether to increase or decrease its service venues within the stadium; (j) The right to staff and assign work in accordance with the terms of Agreement and the Union will bear the burden of establishing an unreasonable workload exists; (k) the right to test employees for drugs and alcohol “for cause”, reasonable suspicion and instances where the employee is involved in any accident or injury while at work or on the premises of the job; (l) the right to discipline employees who use or

exploit their connection with the Employer in outside or personal business activities not including reference checks; (m) the right to cook and prepare food at other locations outside the stadium with non-bargaining unit personnel when necessary; and (n) the right to use nonprofit groups, affiliated companies and divisions, and other companies to supplement the existing work force where necessary, such as in football events, providing that the Regular Employees have first been offered the opportunity to work.

ARTICLE 19 – SERVICE CHARGE

Section 1. All Service Charges will be retained by and is the property of the Employer e.g., catered events, banquets, suites.

ARTICLE 20 – WAGES, HOURS OF WORK AND OVERTIME

Section 1. New contract rates shall be effective on the date of ratification of the new contract. Job Classifications and Wages are as set forth hereunder:

DEPARTMENT	CLASSIFICATION	CURRENT RATE	7/1/2019	7/1/2020	7/1/2021	7/1/2022
CULINARY	Cook 1	\$19.98	\$20.48	\$21.03	\$21.68	\$22.23
	Cook 2	\$17.83	\$18.33	\$18.88	\$19.53	\$20.08
	Cook 3	\$16.60	\$17.10	\$17.65	\$18.30	\$18.85
	Lead Steward	\$17.91	\$18.41	\$18.96	\$19.61	\$20.16
	Steward	\$16.31	\$16.81	\$17.36	\$18.01	\$18.56
	Utility/Dishwasher	\$15.91	\$16.41	\$16.96	\$17.61	\$18.16
CONCESSIONS	Stand Lead	\$18.59	\$19.09	\$19.64	\$20.29	\$20.84
	Asst. Stand Lead	\$17.24	\$17.74	\$18.29	\$18.94	\$19.49
	Concession Cashier	\$16.45	\$16.95	\$17.50	\$18.15	\$18.70
	Concession Runner	\$15.90	\$16.40	\$16.95	\$17.60	\$18.15
	Concession Bartender	\$12.68	\$13.18	\$13.73	\$14.38	\$14.93
	Concession Barback	\$15.91	\$16.41	\$16.96	\$17.61	\$18.16
PREMIUM	Pantry Coordinator	\$20.73	\$21.23	\$21.78	\$22.43	\$22.98
	Suite Server	\$20.19	\$20.69	\$21.24	\$21.89	\$22.44
	Suite Runner*	\$15.91	\$16.41	\$16.96	\$17.61	\$18.16
	Tipped Premium Bartender (Part Tipped)	\$12.68	\$13.18	\$13.73	\$14.38	\$14.93
	Bar Back (Part Tipped)	\$15.91	\$16.41	\$16.96	\$17.61	\$18.16
	Service Bartender (Part Tipped)	\$17.51	\$18.01	\$18.56	\$19.21	\$19.76
	Club Server (Part Tipped)	\$12.30	\$12.80	\$13.35	\$14.00	\$14.55
	In Seat Server	\$20.44	\$20.94	\$21.49	\$22.14	\$22.69
	Busser	\$15.91	\$16.41	\$16.96	\$17.61	\$18.16
	Host/Hostess	\$19.65	\$20.15	\$20.70	\$21.35	\$21.90

TUNNEL CLUB	Lead Server	\$27.69	\$28.19	\$28.74	\$29.39	\$29.94
	Server	\$26.08	\$26.58	\$27.13	\$27.78	\$28.33
	Bartender	\$26.08	\$26.58	\$27.13	\$27.78	\$28.33
	Barback	\$24.48	\$24.98	\$25.53	\$26.18	\$26.73
	Runner	\$24.48	\$24.98	\$25.53	\$26.18	\$26.73
CATERING	Catering Lead	\$27.69	\$28.19	\$28.74	\$29.39	\$29.94
	Catering Server	\$26.08	\$26.58	\$27.13	\$27.78	\$28.33
	Catering Bartender	\$26.08	\$26.58	\$27.13	\$27.78	\$28.33
WAREHOUSE	Warehouse/Zone Lead	\$18.59	\$19.09	\$19.64	\$20.29	\$20.84
	Warehouse/Zone Lead	\$16.45	\$16.95	\$17.50	\$18.15	\$18.70
VENDORS	Beer and Food Vendor	(See Chart Below)				

*Suite Runners assigned to a dessert cart will receive a \$3.00 premium per hour.

Section 2. Hours of Work and Schedules. This Section 20.2 defines the normal hours of work. The Employer does not guarantee, and this Section may not be construed to guarantee, any number of hours of work for the employees.

(a) There shall be no split shifts except as otherwise provided for in this Agreement; provided, however, those bartenders and servers who are working in the Stadium shall be allowed and may be required to have two (2) shifts in a single day, so long as each shift is at least three (3) hours in length.

(b) Employees working in excess of six (6) hours may take a thirty (30) minute, paid meal break, provided they work at least six (6) hours per day. No meal break is allowed if an employee works less than six (6) hours per day. The Employer may, in its discretion, stagger and schedule meal breaks as necessary to accommodate its business needs; however, the Employer will make a good faith effort to honor employee requests to take meal breaks at particular times. Where an employee has earned a paid meal break, as detailed above, the Employer agrees that it will provide such employee with a meal that is similar or comparable to the guest meal served.

In the event that the Employer's business prohibits an employee from receiving a meal period, the employee shall be compensated at time and one-half for the thirty (30) minutes.

(c) Employees are allowed one (1) paid fifteen (15) minute break for each four (4) hours worked. Break times for all employees shall be determined by the Employer on the basis of current business conditions. To the extent practical, breaks may be taken in the middle of each four (4) hour period.

(d) The new weekly work schedule shall be posted in a conspicuous place on Friday at noon, six (6) days before said schedule takes effect showing the following:

- The full name and work classification of each employee, listed in seniority order.
- The starting and approximate finishing time of each shift.
- Scheduled days off of each employee.

The Employer shall keep such schedule up to date. No change in work schedule shall be considered official unless such change has been posted at least forty-eight (48) hours prior to such change in the work schedule. No change in starting times will be considered official unless such change is posted at least twenty-four (24) hours in advance of the scheduled starting time, except that the Employer may change starting times if warranted by business conditions or acts beyond the Employer's control. Subject to circumstances beyond the Employer's control and limited to information available to the Employer when posted, the Employer will designate the type of event on the weekly posting of the work schedule. In addition, individual employees' schedules will be available upon request from the employee. Upon request to the Human Resources office, the company will provide a list of schedule adjustments for the preceding week.

(e) In scheduling hours and designating the number of employees to work, the Employer will endeavor if possible to schedule the minimum number of employees and provide a full eight-hour shift for each employee consistent with the needs of the business.

(f) Set-Up Rate: Workers in the catering server classification may be required to work catering set-up at the set-up rate during the day or days prior to an event, provided these employees will be paid their applicable classification rate (and not the set-up rate) if the work is performed within one (1) hour of "doors" opening on the day of an event. The workers will be paid at the following set-up rates per hour for set-up work: prior to June 30, 2019, \$16.45 per hour. This rate should be increased each year at the same negotiated wage increase. If there is a need for additional workers to set up an event, workers from other classifications may be requested, but not required, to work except in extraordinary circumstances.

Workers in the suite server and suite runner classifications may be required to work suite set up at the set-up rate during the day or days prior to an event provided these employees will be paid their applicable classification rate (and not the set-up rate) if the work is performed within one (1) hour of "doors" opening on the day of an event. The workers will be paid at the following set-up rates per hour for set-up work: \$13.90 per hour. This rate should be increased each year at the same negotiated wage increase. If there is a need for additional workers to set up an event, workers from other classifications may be requested, but not required, to work except in extraordinary circumstances.

Concessions Department employees (see Section 20.1) will be paid at either the set-up rate (set forth above) per hour, or their primary hourly rate of pay, whichever is higher, for set-up or clean-up. Those workers who are assigned or who volunteer to work the set-up for an event will also be assigned to work the event except in extraordinary circumstances.

Section 3. Overtime. Employees in the classifications of Suite Attendant, Suite Runner, Pantry Coordinator, Zone Catering Lead, Warehouse and Culinary, if they perform work in excess of eight (8) hours in a work day, shall be paid at the rate of time and one-half their regular rate of pay for each hour in excess of eight (8) hours.

Section 4. No Pyramiding. Whenever two (2) or more overtime or premium rates may appear to be applicable to the same time worked by an employee, there shall be no adding together or

pyramiding of such overtime or premium rates, and only the higher of such rates shall apply.

Section 5. For all events, which include pre-season, regular season and post-season football games, the minimum guaranteed number of hours to be paid to all non-commission employees who report for work on his/her scheduled shift shall be four (4) hours per event. Excluded from this minimum guarantee are training and orientation sessions, volunteering to leave work early and inclement weather (see Sections 3.2, 15.2 and 15.3).

Section 6. Scheduling Call Log. The Employer will provide the Union shop steward with an opportunity to review the Employer's Scheduling Call Log upon request.

Section 7. Tips. The Employer will add a tip line to credit card receipts in the suites.

ARTICLE 21 – GENERAL PROVISIONS

Section 1. Wages for all employees shall be paid on Monday every two weeks. Employees will be able to pick up their checks from the Stadium ticket window.

Section 2. Gratuities are the property of the employee earning them. Sharing or pooling of gratuities among employees shall be voluntary where agreed upon by the majority of employees.

Section 3. All employees covered by the Agreement shall be covered by worker's compensation insurance and by state unemployment compensation insurance.

Section 4. The employer shall furnish a meal for vendors on game day. In addition, the Employer shall furnish a meal for Concessions workers on game day. The Concessions employee shall be provided with a meal voucher where they can either: (i) select one (1) entrée from various designated stands at designed times; or (ii) select one (1) entrée from at least four (4) choices.

Section 5. The parties acknowledge that DLI Properties, L.L.C., the owner of the facility, has selected the Employer to deliver food services operations at Ford Field in accordance with the owner's standards, requirements and directions. Furthermore, the parties acknowledge that all policies and procedures, including but not limited to, responsible alcohol service regulations, are subject to and may be superseded by the National Football League ("NFL") and Detroit Lions' policies and procedures. Therefore, any action taken by the Employer to fulfill the directions of the owners, the NFL or the Detroit Lions shall not constitute a violation of this Agreement. The Employer will, however, meet and confer with the Union before implementing owner directions that modify provisions of the agreement.

Section 6. Other Levy Facilities. The Employer will make a sign-up sheet available for bargaining unit employees to express their interest in working at Levy locations other than Ford Field. In the event that the bargaining unit employees work at such other location, they shall not be subject to the terms and conditions of this Agreement.

ARTICLE 22 – CHANGE OF IDENTITY AND SUBCONTRACTING

Section 1. Change of Identity. This Agreement and all its terms shall be binding upon the employees, the Employer, and the Union, as well as their respective successors and assigns. Where the business of the Employer is sold, leased, transferred or otherwise disposed of through contractual arrangement and the continuity of identity in the business enterprise before and after such change remains substantially the same, this Agreement shall automatically extend to and be binding upon the new ownership.

Section 2. Subcontracting. The Employer and the Union agree that it is desirable and proper to maintain the integrity of the existing bargaining unit. In furtherance of that agreement, the parties agree that the Employer will not subcontract out any work currently being performed by members of the bargaining unit without first negotiating said subcontract with the Union. In the event such negotiations fail to produce an agreement, either party may invoke the arbitration provisions set forth in Section 16 of this Agreement. However, if qualified help is not available, this shall in no way restrict the right of the Employer to temporarily hire employees on an emergency basis from any available source for the purpose of maintaining normal services.

Section 3. Use of Subcontractor for In-seat Food Service Vending. The Employer and the Union agree that the Employer may utilize a subcontractor for mobile in-seat food service vending, provided that (a) all such work shall be performed only by members of the bargaining unit covered by this Agreement, and (b) the Employer shall during the term of this Agreement apply the terms hereof to such Employees. The Subcontractor shall be a signatory to this Agreement to reflect the Subcontractor's agreement to compensate its vendor-employees in accordance with the relevant commission rates specified in section 20.1.

ARTICLE 23 – TECHNOLOGY

If an international technology agreement is executed between Unite HERE-International and Compass Group.

ARTICLE 24 – EMPLOYER 401K

Employees may contribute to the Compass Group 401K plan beginning January 1, 2020. The Employer reserves the right to amend the 401k.

ARTICLE 25 – TERM OF AGREEMENT

This Agreement shall be in full force and effect commencing on the date of ratification by the membership without retroactivity for any of the provisions and continuing to and including June 30, 2023, and shall automatically renew from year to year thereafter unless terminated or changed in the manner provided herein. Should the Employer or the Union desire to change or terminate this Agreement, written notice thereof shall be served by mail upon the other at least sixty (60) days prior to June 30 of any anniversary date hereof. Failure to give such notice will automatically renew this Agreement for one year.

This is the exclusive collective bargaining agreement between the parties. Any addenda, memoranda or letters of understanding prior to this Agreement are null and void, and any amendment to this Agreement must be signed by the President of the Company and the designated representative of the Union. Currently, those individuals are the following:

Employer:

Andrew Lansing, CEO
Levy Restaurants
980 North Michigan Avenue, Suite 400
Chicago, Illinois 60611

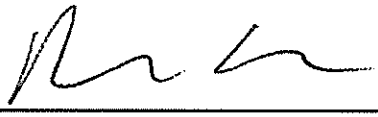
Union:

Nia Winston, President
UNITE HERE Local 24
300 River Place Drive Suite 2700
Detroit, Michigan 48207


IN WITNESS WHEREOF, the undersigned Parties pursuant to proper authority have caused this Agreement to be signed as of _____.

LEVY PREMIUM FOODSERVICE
LIMITED PARTNERSHIP

UNITE HERE, LOCAL 24

BY: 

Rob Ellis, Treasurer of Its
General Partner

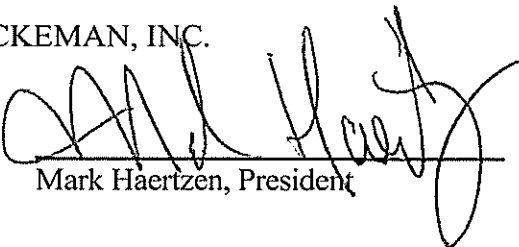
BY: 

Wanda Dukes, Representative

Date: _____

Date: 10/21/15

ROCKEMAN, INC.

BY: 

Mark Haertzen, President

Date: 10-18-19

MEMORANDUM OF AGREEMENT – ROCKET MAN

1. Vendor Commission Rates

Classification	12% (AGS)	13.5% (AGS)	15.5% (AGS)	17.5% (AGS)
Senior			\$0-\$1299	\$1,300+
Junior		\$0-\$1,299	\$1,300+	
Sophomore	All Sales \$0+			
Freshman	See New Hire Rate			

2. Rocket Man Attendance Policy

- For walking vendors, a full stadium event is defined as a Lions game and all music concerts.
- Vendors must work all full stadium events that are presented prior to the first stadium event, in order to maintain their seniority.

TA 8.15.19

a. **Freshman:** Consists of vendors who have worked five (5) or less events during a season or any vendor who no longer qualifies as a Sophomore.

b. **Sophomore:** After 5 events, a new vendor will be promoted to Sophomore. If the vendor is unavailable for two (2) full stadium events (except due to an excused medical absence) the vendor shall drop in seniority to the lowest ranking of his classification. After a third absence, the vendor shall become a Freshman.

c. **Junior:** If the vendor is unavailable to work two (2) full stadium events during this period (except due to an excused medical absence), the vendor shall drop in seniority to the lowest ranking of his classification. After a third absence, the vendor shall drop to the lowest ranking of the Sophomore classification.

d. **Senior:** If the vendor is unavailable to work two (2) full stadium events during this period (except due to an excused medical absence), the vendor shall drop in seniority to the lowest ranking of his classification. After three (3) absences, the vendors shall drop to the lowest ranking of the Junior classification. After a fourth absence, the vendor shall drop to the lowest ranking of the Sophomore classification.

3. Promotions & Loss of Seniority

a. On January 1, the Company must fill the empty spots with the most senior employee that followed the attendance criteria.

b. If a vendor loses their seniority and drops to a lower classification, they may regain their classification by completing a full season following the attendance criteria listed above. This must be accomplished during the season immediately following the season during which the vendor lost their seniority. Subject to the number of spots available.

c. On January 1, the pool of vendors who have maintained their seniority in accordance with the attendance policy shall be divided as follows:

- i. Senior- *35
- ii. Junior- *30
- iii. Sophomore- *30

*Minimum amount for each classifications who maintained their seniority.

d. In the event a vendor loses their seniority under the circumstances listed above, the employer shall notify the vendor and the union in writing within seven (7) calendar days.

4. **Other Considerations**

a. Special Assignments & Products Sales: Seniority will be considered in determining commissary assignments, special sales areas and premium product assignments. The Company and Union will collaborate prior to the day of the event to agree on which sales areas and products are designated as special.

b. Uniforms: Starting on August 1, 2019, vendors who have maintained their seniority for two seasons will be refunded \$30 for their purchase of the required shirt.

c. Loans: Senior and Junior vendors may receive an initial credit load, including up to two cases of beer (or 48 sixteen ounce cans), at Lions regular season games and most concerts. Vendors who fail to repay the entire loan, at the conclusion of an event, may be denied a loan at future events.

d. Pre-Event Check-In: The report time for events will be posted on the company website. Seniority will be used to determine the order in which vendors who have arrived on time are allowed to check-in. Vendors who arrive after the check-in period has ended may be denied the opportunity to work, which will be considered an unexcused absence.