

Cleveland Convention Center

**Collective Bargaining Agreement Between
Levy Premium Foodservice Limited Partnership
And
UNITE HERE, Local 24**

TERM OF THE AGREEMENT: JUNE 20, 2019- JUNE 19, 2023

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Agreement Between
Levy Premium Foodservice Limited Partnership
And
UNITE HERE, Local 24
For
Cleveland Convention Center

This Agreement (the "Agreement"), effective June 20, 2019 by and between Levy Premium Foodservice Limited Partnership (the "Employer"), doing business at the Cleveland Convention Center (the "Facility" or "CMM"), whose principal office is located at 300 Lakeside Avenue East, Cleveland, OH 44113 and UNITE HERE, Local 24 (the "Union").

WITNESSETH

WHEREAS, it is the desire of the said Union and the Employer to enter into an Agreement which will prevent strikes, boycotts and lockouts, and insure peaceful adjustment and settlement of all grievances, disputes and differences which may arise between the Employer and its team members and which will prevent stoppage of work and tend to stabilize and strengthen the business of the Employer and to establish wage scales and working conditions which will prevail between the parties hereto during the existence of this Agreement;

WHEREAS, the Employer and the Union recognize and expressly agree that the Employer serves a specific niche in the convention center market, providing premier 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 team members is largely dependent on the ability of the team members to provide such service. (The foregoing is hereinafter identified and referred to as the "Levy Standard"); and

WHEREAS, the objective of this Agreement shall be the promotion of the best interests of Employer and team members 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

1.1 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 team members employed at the Facility working in the classifications listed in this Agreement, with the exception of accounting staff, secretarial, maintenance, and sales team members, the executive chef, management chefs, and all managers, supervisors, subcontractors and guards as defined in the National Labor Relations Act. Management chefs are those whose responsibilities shall include scheduling kitchen team members, ongoing hands on training of kitchen team members, authority to discipline and discharge, expediting food preparation and delivery, and related activities, providing such management chefs do not displace bargaining unit team members.

1.2 It shall be a condition of employment that all team members covered by this Agreement, who are members of the Union in good standing shall remain members in good standing and those who are not members will join the Union after thirty (30) days. The Employer shall advise a representative of the Union at the time any newly engaged worker is given employment. Union officials shall have access to the names, addresses and hire dates of such team members. The Employer shall be required to notify the Union of address changes and termination dates of team members at the end of the month.

1.3 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 team member 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 team member 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 team members for whom the deductions were made and the amount of each deduction in an agreeable electronic format.

1.4 The Employer hereby agrees not to enter into any private employment contract with covered team members which is inconsistent or the terms of which are in conflict with the provision of this Agreement.

1.5 Voluntary Political Deduction: The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those team members who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee.

These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing team member his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, 11th floor, New York, NY 10001, Attention Treasurer.

1.6 The Union shall have the right to appoint or elect Shop Stewards at the Facility. 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 procedure 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. The Employer reserves the right to schedule grievance meetings during non-working hours. 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.

1.7 The Union shall designate a single Union Representative to have overall responsibility for servicing Employer's team members and shall notify Employer in writing of said designation and of any change in same.

1.8 The representative of the Union shall have the right to interview team members on duty or inspect team member working conditions at a reasonable time and in such manner as not to interfere with the performance of team member duties or the operation of the Employer's business.

1.9 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.

1.10 No member of the Union shall be discharged or otherwise discriminated against 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 a team member from communicating directly with management regarding a problem or complaint.

1.11 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 provision(s) 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 provision(s) shall be immediately negotiated.

ARTICLE 2. LIVING CONTRACT AND STUDY TEAM PROCESS

2.1 Partnership and Joint Labor Management Committee. The Employer and the Union agree that job security for the team members 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 between the Employer, the team members and the Union. For these reasons, the Employer, the team members, and the Union all commit and agree to treat each other with mutual respect throughout the term of this Agreement. In addition, the Employer and the Union agree to meet during the term of this agreement in a joint labor-management committee and in study teams to discuss issues arising under this contract and/or the operations at the facility.

2.2 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 study teams as described herein during the term of this Agreement as a means, by mutual agreement, of changing or adding to any part of this Agreement. Such changes or additions cannot be implemented without prior written approval by the General Counsel, VP of Human Resources or President of the Employer and by an officer of the Local Union. All issues and problems brought to the attention of the study teams shall be decided by mutual agreement of the parties. Whenever necessary, such agreements shall be reduced to writing.

2.3 Study Teams. The size of such study teams shall be determined by mutual agreement between the Union and the Employer. Both the Employer and the Union shall have the sole authority to determine who shall be their respective representatives on the team. Union representatives and the Employer may participate in the team, as necessary. Participation and service of team members on all teams shall be on paid time but shall not be subject to minimum shift requirements. Meetings shall occur as needed. Prior to service, the Employer's and the Union's representatives on these teams may, at their joint election, go through Federal Mediation and Conciliation Service training on paid time, but time spent during such training or meetings on the team shall not be subject to minimum shift guarantee. Professional facilitators selected by mutual agreement shall be used for all study teams unless the parties agree to the contrary.

2.4 No Effect on Grievance and Arbitration Procedure. Both the Union and Employer may raise whatever issues or problems they deem appropriate in such teams. However, the study teams cannot be used to supplant or replace the Grievance Procedure, and both the Employer and the Union retain all of their existing rights. Specifically, the Union, at its sole election, may file grievances over alleged violations of the Agreement, either in lieu of or in addition to discussing the subject of a grievance in a study team. In the event the subject of a grievance is raised in the study team, contractual provisions shall not be modified or replaced with new language without the mutual agreement of the parties. In the event that an agreement is reached to alter or change any provisions contained in the collective bargaining agreement, said agreement shall be reduced to writing as a side letter to this contract and subject to the prior written approval of the General Counsel or President of the Employer and by an officer of the Local Union. It is expressly understood by the parties that each party is not waiving the rights it otherwise has under the terms of this Agreement, and a willingness to discuss an issue does not constitute a waiver of that right unless a conflict over that issue is resolved by mutual agreement including joint written approval by the Union and Employer. In other words, neither party is giving up any rights they now have under the terms of this Agreement, unless expressly denied, changed or omitted in writing pursuant to the terms of this Agreement.

2.5 Implementing Study Teams. The parties agree that either party may initiate a joint study team and that the parties intend to implement study teams promptly after ratification of this Agreement.

2.6 Joint Study Team for Classification Qualifications and Training. Within three months of ratification of this Agreement, the Union and the Employer will begin a Joint Study Team, with each classification represented, to negotiate standards of training, qualifications, and a bid process for each classification. If the Joint Study Team is unable to reach a mutual agreement as to any of the above for any particular classification, either side may petition for mediation, and the Union may avail itself to the arbitration and grievance process based on the Agreement language if mediation is unable to resolve the issue and the Union believes the Employer's practices violate the Agreement.

ARTICLE 3. HIRING AND PROBATIONARY PERIOD

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

3.2 The Union shall establish and maintain open and non-discriminatory employment lists for employment of workers covered by this Agreement. The Employer shall notify the Union of all vacancies and shall call the Union for team members. The Union agrees to the best

of its ability to supply to the Employer competent help at all times.

3.3 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 team members from any source. Any person employed shall be advised before commencing employment that the establishment is operating under a Union contract, and any such team member 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.

3.4 Any job openings will be posted internally for ten (10) days and a list of internal candidates supplied to the union prior to hiring. The Employer may hire team members from sources outside of the Union referral and may go to the "open market" for such team members.

3.5 Probationary Period: The probationary period will be three (3) months of employment or, fifteen (15) shifts worked whichever is longer. Said probationary period may be extended for five (5) additional shifts worked upon written request to the Union for any reason. The Employer reserves the right to terminate any such team member within the probationary period until a team member has completed the probationary period, in its sole discretion, with or without cause.

ARTICLE 4. NON-DISCRIMINATION

4.1 The Employer agrees not to discriminate against any individual with respect to hiring, compensation, or any other terms or conditions of employment. The Employer is committed to equality of treatment for all people and hereby pledges that there will be no discrimination against any individual because of the individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify team members in any way to deprive any individual team members because of their race, color, religion, sex, sexual orientation or age or other class of persons hereinafter declared protected under the Ohio Human Relations Act or State of Ohio Code.

4.2 For purposes of this Agreement, any term used herein, which denotes sex, such as "he" or "his" shall be understood to refer to both male and female team members. The Employer and the Union agree that there will not be discrimination by the Employer or the Union against any team member because of his membership in the Union, or because of any team member's lawful activity and/or support of the Union.

ARTICLE 5. SENIORITY

Seniority is defined as the total length of continuous service that a team member has with the employer from his or her last date of hire.

5.1 Seniority shall be based on date of hire and classification. In the event that more than one team member has the same hire date, seniority among those team members shall be determined by lottery.

5.2 Separate seniority lists shall be maintained for each wage scale classification. Classification seniority shall be determined by the team member's service since the last date of hire or transfer into his present classification.

5.3 No team member shall be scheduled less than four (4) hours for a scheduled shift in a regular workday.

5.4 A team member shall be scheduled to work by seniority in their specific job classification.

5.5 Except as otherwise provided in this Agreement, seniority shall be the determining factor when scheduling team members. Classification seniority shall be used to schedule a team member who shall by seniority first receive their 35 hours in a workweek before a least senior team member is scheduled to work.

5.6 Break in Service and Seniority: An team member will lose seniority and the Employer will have no obligation to continue to offer work for the following reasons:

- A. Resignation
- B. Discharge for just cause upheld by an arbitrator or not grieved
- C. Failure to return to work within seven (7) calendar days after receipt of notice by certified mail or recall from layoff
- D. Unexcused failure to work three (3) shifts
- E. Failure to return to work at the expiration of a medical or personal leave of absence without prior written approval by management
- F. Continuous absence from work because of illness for twelve (12) months, or three (3) months in case of personal leave of absence
- G. A team member is on layoff and not recalled within twelve (12) calendar months
- H. Retirement

- I. Failure to maintain at least 4 days of availability per month for two (2) consecutive months.

5.7 Promotions Outside the Bargaining Unit: The Employer shall have the sole responsibility to select and promote team members to positions outside the bargaining unit as defined in Article 1, and shall not be subject to the provisions of this Agreement. Seniority shall be retained and accumulated for any team member who is promoted to a supervisory position for a period of ninety (90) days in his or her former classification, at the end of which time the seniority will be lost.

5.8 Availability: All team members will have the opportunity to provide their availability each January, April, July and October. Team members will be scheduled based on classification seniority and availability. Team members must maintain availability for at least four (4) days per month. Team member availability will not impact house or classification seniority except as in section 5.7. Management has the authority to approve changes to availability outside of the quarterly schedule due to significant life changes or bona fide emergencies. Management has the right to require documentation where relevant. Management will not unreasonably deny such request.

5.9 Regular Team members: Non banquet team members who have completed one year of service and worked an average of 25 hours per week over the previous contract year will be considered regular 'Regular' team members for purposes of this agreement. In the first year of this contract, banquet team members will be considered 'Regular' banquet team members if they have completed one year of service and maintain availability to work at least twelve (12) meal shifts per week. Beginning 6/20/20, Banquet Team members who have completed one year of service, worked an average of 25 hours per week over the previous contract year and maintained availability to work twelve (12) meal shifts per week will be considered regular banquet team members will be scheduled to work first by classification seniority and availability followed by other banquet team members by classification seniority and availability.

Meal shifts are defined as follows:

Breakfast: 4am – 12pm
Lunch: 9am - 3pm
Dinner: 3pm – 11pm

A twelve-hour shift availability from 4am – 4pm will count as 2 meal shifts

A twelve-hour shift availability from 11am – 11pm will count as 2 meal shifts

5.10 Managerial and Supervisory Team members: It is recognized that managerial and supervisory team members are not covered by this Agreement, provided, however, that no such persons shall normally be permitted to regularly or frequently perform any of the work or duties

performed by team members who are covered. This provision shall not apply in cases of training, unexpected shortage of team members, emergency, or reasonably unforeseeable business circumstances.

5.11 Job Bidding: An team member when qualified shall be able to bid into another job classification on a seniority basis when there is a job opening. A team member shall have up to thirty (30) days as a trial period for the purpose of trying out the job. The qualifications for the job shall be at the sole discretion of the employer to determine if the team member is qualified to perform the job. If either the employer or the team member determine that the job and the team member are not a good fit, the team member can transfer back to their former position with no loss of seniority.

ARTICLE 6. WORK BY NON-BARGAINING UNIT TEAM MEMBERS

6.1 It is recognized that the duties of a non-bargaining unit's team members are, as the designation implies, largely of a supervisory nature. Accordingly, non-bargaining unit's team members shall not perform work such as that performed by the team members as herein defined, except:

- A. For emergency purposes
- B. In the instruction and training of team members or supervisors
- C. Testing materials and production
- D. To protect Company property and/or to ensure the safety of clients and/or team members
- E. For specialized functions for which bargaining unit team members cannot be easily trained and which require team members with highly specialized expertise, e.g. Sushi chefs
- F. To provide uninterrupted services in order to insure a positive guest and/or team member experience.

Work by non-bargaining unit's team members as described by the provisions of this Article is not intended as a means by which the employer may eliminate any bargaining unit position(s) or shift(s). If qualified help is not available, the Employer may temporarily hire team members on an emergency basis from any available source for the purpose of maintaining normal services.

ARTICLE 7. HOURS OF WORK

7.1 Payroll: Team members shall be paid bi-weekly. A payroll period is a period of fourteen (14) days starting at 12:00 midnight on a Saturday and ending at 11:59 p.m. on the second Friday.

7.2 Work Week: The normal workweek for full-time team members covered under this Agreement shall be thirty-five (35) hours beginning at 12:00 a.m. Saturday and ending 11:59 p.m. the following Friday. However, the level of business will dictate work schedules.

There is no guarantee of any minimum number of hours per week, and team members may be scheduled to work more or less than a normal workweek. The Employer will post a work schedule each week on Thursday by 9:00 a.m. for the workweek beginning Saturday. A tentative schedule of events shall be posted and emailed weekly, with the schedule, reflective of the upcoming 90 days and inclusive of group names and estimated number of attendees.

7.3 Report Pay:

A. A team member who reports to work as directed or as previously scheduled who was not given prior notice not to report due to lack of work for him and who is not put to work will receive four (4) hours of pay at their prevailing hourly rate. This payment is in lieu of not working and will not be paid if the team member is put to work. The Employer may call off the team member by telephone up to twenty-four (24) hours prior to the team member's start time. A telephone call to the team member's designated telephone number on file in Human Resources is sufficient notice.

B. A team member who reports for work as directed or as previously scheduled who is not given advance notice not to report due to lack of work for him but who is put to work in lieu of the four (4) hours specified in sub-Article (A) above, will be allowed to work four (4) hours with the exception of banquet servers and banquet bartenders who may work only four (4) hours. The work assigned to the affected team member will not operate to reduce the work schedule of the other team members. However, if a team member who is not given prior notice to report but is put to work requests that he be released from work early, or if, on request of the Employer, the team member voluntarily agrees to leave work before the end of his shift, then the team member will be paid only for the hours actually worked. Team members who are put to work in lieu of being paid four hours will be given work in the classification they are assigned or paid the rate of a higher classification if work is assigned in a higher classification. Team members will not be assigned special cleaning projects to fulfill their four-hour minimum pay unless the assignment is related to their primary classification. Team members will not be asked to work to fulfill the four-hour minimum pay in the case of meetings or training.

C. No pay specified in this Article will be paid to a team member if work is not available, or if work is curtailed prior to the end of the shift due to conditions beyond the control of the Employer, including, but not limited to, fire, flood, hurricane, acts of God, acts of war, civil disturbances, picketing, threats of harm, unexpected cancellations, or by order of the Cleveland Convention Center.

D. In any event, a team member will not be paid under this Article if he is in fact advised not to report in, as set forth in 7.3A above.

E. Team members attending mandatory meetings and trainings will receive pay at the minimum wage rate for such attendance during the meetings or training.

7.4 Excuse for Illness: In the event that a team member incurs an occupational injury or illness and the Employer excuses the team member from further work on that day, he shall be paid the balance of his scheduled straight time or overtime shift.

7.5 Temporary Team members: The Employer and the Union agree that it is desirable and proper to maintain the integrity of the existing bargaining unit. However, if qualified help is not available, the Employer may hire temporary workers on an emergency basis from any available source for the purpose of maintaining normal services. Such temporary team members shall not be covered by the terms of the CBA. The Employer and the Union agree to convene a working group to explore ways of limiting the use of temporary team members, including through the use of the Union's extra list.

7.6 Split Shifts: The Employer will not schedule team members to work split shifts unless necessary to complete a 35-hour work week or by mutual agreement of the Employer and the team member.

7.7 Call-in Procedures: If additional team members are needed to be called in due to unexpected changes in business levels or call-offs of other team members, the Employer will call in team members by seniority.

7.8 Cross Training: The employer shall offer cross training for all classifications excluding cook1, lead positions & specialty concessions except that team members will continued to be utilized when needed for specific tasks in specialty concessions based on volume. Twice per year, the employer will post a list of all classifications and team members will have the opportunity to sign up to indicate interest in training as well as preferences for cross classification work. Team members may participate in training or cross classification work for multiple positions. When work is not available in a team member's primary classification, they will be scheduled for cross classification work based on their stated preferences and house seniority as long as they are qualified to perform the work to Levy Standard. Within three (3) months of ratification, the employer will set standards for promotion to Cook 1 and put in place a schedule for skill enhancement training and evaluation. Team members hired prior to

ratification of this agreement (June 2019), who work cross classification, will receive their primary classification wage rate or the cross classification rate whichever is higher. Team members hired after ratification of this agreement will be paid the contractual rate of pay for the classification in which they work. The employer agrees to evaluate and & increase the team at ABP & Starbucks based on business needs.

ARTICLE 8. MANAGEMENT RIGHTS

8.1 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 not be limited to: (a) the sole right to direct, control and discipline the team members, including the right to layoff, promote and transfer, provided that no such action shall be taken because of the team member'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; (c) The right to assign team members to any desired location consistent with this Agreement; (d) The right to transfer and assign team members from one location to another solely within the bargaining unit; (e) The right to set the starting times for all team members 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, classifications, or significant changes and over the wage rate (subject to arbitration); (g) The right to require team members 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 team members or add jobs as management, in its sole discretion, may determine necessary; this right includes the right to close its operations at the Facility immediately if the Employer loses its right to provide food services there; (i) The right to staff and assign work in accordance with the terms of Agreement and thus the Union will bear the burden of establishing that an unreasonable workload exists; U) the right to test team members for drugs and alcohol "for cause" and instances where the team member is involved in any accident or injury while at work or on the premises of the job; and (k) the right to discipline team members who use or exploit their connection with the Employer in outside or personal business activities (not including reference checks).

ARTICLE 9. DISCHARGES

9.1 Just Cause and Progressive Discipline: It is the policy of the Employer to base the discharge of a non-probationary team member on just cause. The sole right to discipline and discharge an team member for just cause is retained by the Employer. The Employer will endeavor to use progressive discipline for all offenses except as set forth in Article 9.4 below. The Employer

will discipline team members within seven (7) working days of the incident, but not to exceed fifteen (15) calendar days.

9.2 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 team member performing such work to discipline up to and including discharge.

9.3 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 team members to meet the Levy Standard and rules and regulations established by the Facility. A team member may be disciplined (up to and including discharge) for misconduct or breach of the Employer's rules and regulations.

9.4 Serious Offenses: Certain offenses are considered so serious that a team member may, at the discretion of the Employer, be discharged immediately without progressive discipline. 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; (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, unauthorized use, or misappropriation of the property of the Facility, the Employer or a user of the Facility; (g) repeatedly, intentionally or recklessly damaging, abusing, misusing or destroying the property of the Employer, the building owner, other team members or guests, or causing bodily injury to a fellow team member or guest; (h) gambling or sleeping while on duty; (i) willful insubordination or refusing to obey a directive of a supervisor; (j) refusal to participate in or permit inspection of team member lockers, packages being removed from either the Employer controlled areas or from the Facility, 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; (k) failing to promptly report any accident, injury, illness, or unsafe condition, defective equipment or damage to company property to management; (l) knowingly serving inedible, unsanitary or unsafe food; (m) improperly giving away Employer property, including, but not limited to, equipment, supplies or product without prior written 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 Facility, the Employer or its products at work or that causes damage to the Facility or the Employer; (o) refusing to participate and cooperate in the investigation of any accidents, theft or other incidents of misconduct on Employer property provided, however, no team member shall be required to incriminate themselves and shop stewards shall have all rights afforded them under the NLRA; (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 workplace or performing 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; and (s) other offenses which constitute just cause.

9.5 Drug and Alcohol Testing: Team members may be tested for Drug and Alcohol use under the following conditions: post-accident, observed erratic behavior, or repeated service complaints.

9.6 No Call / No Show: Team members may receive discipline for failing to call off for their scheduled shift at least (four (4) hours prior to their scheduled shift (at least two (2) hours prior for the breakfast shift), and shall be subject to termination on the second such offense within twelve months, unless the team member can show by clear and convincing evidence why he could not call. When a call off is made, it shall apply on all shifts (i.e., breakfast, lunch, dinner) on a single day that a team member was scheduled to work, unless an arrangement is made with his/her manager.

9.7 Warning Notices: Discipline notices and suspensions are null and void for future discipline after a period of twelve (12) months provided the team member has a clean record for the twelve (12) months.

ARTICLE 10. GRIEVANCE PROCEDURE AND GRIEVANCE MEDIATION

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

10.2 Grievance Definition: A grievance is defined to be any question or controversy between the Employer and one or more of its team members of the union, or the Union itself as to the interpretation or application of, or compliance with, the terms of this agreement or any matter involving wages, hours, team member discipline, working conditions, etc.

10.3 Steps: The failure to follow the procedures and steps outlined or the failure to follow the time limits within which certain acts may be done or the expiration of any such time limits, shall be an absolute bar to further processing of grievances or the arbitrations thereof. Claims of an alleged violation of the terms and/or provisions of this Agreement shall not be considered unless one of the parties hereto notifies the other of such violation within seven (7) days of the alleged violation. Waivers of any such procedures or time limits must be in writing and signed by the Parties. If the Employer fails to abide by the time limits herein, the Union

shall have the right to process the grievance to the next step of the procedure, as if the Employer had complied with the time limits.

Step 1. Discuss with supervisor: An team member having a grievance may take it up with the supervisor or with his/her Shop Steward and supervisor within seven (7) 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.

Step 2. Reduce to writing; Employer replies in writing: If the matter is not disposed of in the discussion with the supervisor during Step 1, within ten (10) calendar days thereafter, the grievance shall (a) be reduced to writing, (b) to the degree possible, set forth the issues and (c) be presented to the Human Resources representative. The Human Resources representative will provide a written answer within ten (10) calendar days from the date the grievance was presented to the Human Resources representative in writing. All grievances initiated by the Employer shall commence with Step 2.

Step 3. Discussion: If the matter is not settled in the Step 2 procedure, it shall then be presented to both a Union staff representative and the General Manager or the designated representative to discuss within the next fourteen (14) calendar days. The General Manager or the designated representative will issue a written decision within seven (7) calendar days of the meeting.

Step 4. Mediation: Prior to the grievance being submitted to arbitration, the Union and the Employer may, by mutual agreement, file a written request for a Grievance Mediation hearing. If the written request for a Grievance Mediation hearing is not filed within fourteen (14) calendar days after the General Manager or the designated representative issues the written decision in response to Step 3, the option to pursue Grievance Mediation shall be considered waived. 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) management 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 Company, 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.

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 and the

close 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. The rules of the 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 shall have no power to alter or amend the terms of the Collective Bargaining Agreement; and (10) the cost of the mediator, if any, shall be split between the Employer and the Union.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these 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.

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

Step 5. Arbitration: If the union or the Employer desires to arbitrate the grievance after having been fully processed according to the provisions of this contract, it shall be submitted to arbitration as follows:

1. Within thirty (30) calendar days after the Step 3 meeting or the result of the Step 4 Grievance Mediation (if applicable), the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration. In the event that the Union fails to so notify the Employer within thirty (30) calendar days as required, arbitration of the grievance will be waived and the grievance shall not be considered further.

2. The parties shall attempt to agree upon an arbitrator within (5) working days of the delivery of the request for arbitration. If the parties fail to reach agreement on the selection of an arbitrator within said five (5) day period, the party referring the matter to arbitration shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) names for consideration as arbitrator. The parties shall alternately strike one name from the list of the proposed arbitrators and the last remaining name shall be that of the arbitrator. The parties shall alternate striking first, with the Employer striking first for the initial arbitration. The arbitrator so selected shall meet with the respective parties as soon as practicable following his appointment and shall render his decision in writing within thirty (30) days of such hearing. The arbitrator shall be specifically limited to determining issues involving the interpretation or application of the terms of this Agreement (including the Appendices hereto) and shall have no authority to add to or subtract from or change existing wage rates or any of the other terms of this Agreement. The award of the arbitrator shall be final, binding

and conclusive on all parties.

10.4 Expenses. Each party shall bear its own expenses with respect to preparation and presentation of the matter to the arbitrator. The expenses incident to the arbitration including the arbitrator's fee and cost of any transcripts of the record the arbitrator may require shall be shared equally by the parties.

10.5 Expedited Arbitration. The parties may, by mutual agreement, request expedited arbitration. In an expedited arbitration proceeding, both parties shall waive their rights to submission of any briefs and stenographic recordings. The arbitration proceedings must be continuous to a conclusion. The arbitrator must render a bench decision immediately following the close of the hearing, followed by a written decision within seven (7) days of the close of the hearing.

Any individual suspension or discharge case may, by mutual agreement, be submitted to expedited arbitration whereby both parties shall waive their rights to the submission of any briefs or stenographic recordings. The arbitrator shall issue a decision within twenty four (24) hours following the close of the hearing, followed by a written decision within seven (7) calendar days of the close of the hearing.

10.6 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 sixty (60) calendar days prior to filing the grievance.

ARTICLE 11. NO STRIKE OR LOCKOUTS

11.1 There shall be no strikes, sympathy strikes or other interference with or impeding of the work or business of the Employer by the Union or the team members, and no lockout by the Employer during the term of this Agreement.

The refusal of any team member to cross a primary labor picket line authorized and/or ratified by Local 24 and the UNITE HERE International Union shall not be grounds for discharge or disciplinary action.

ARTICLE 12. MEALS, PAID BREAKS, BREAK ROOM and BULLETIN BOARD

12.1 The employer shall provide a wholesome meal at no cost to the team member. Should a team member work more than eight hours in one day, a second meal will be provided.

12.2 Team members working at least five (5) hours may take a thirty (30) minute,

paid meal break, no meal break is allowed if a team member works less than five (5) hours per day. Team members that are scheduled to work prior to 8:00 a.m. will receive a breakfast snack. Team members that are scheduled to work more than eight (8) hours will also receive a second paid meal break. 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 team member requests to take meal breaks at particular times. Team members that exceed the allotted times for breaks and meal periods will be subject to progressive discipline. Where a team member has earned a paid meal break, as detailed above, the Employer agrees that it will provide such team member with a meal that is similar or comparable to the guest meal served and will be fresh, wholesome and varied.

12.3 The Employer shall provide a break room for the team members.

12.4 Team members will receive a fifteen (15) minute paid break for every four hours worked.

12.5 A bulletin board will be provided in the cafeteria for the Union.

ARTICLE 13. UNIFORMS

13.1 Team members shall provide, at their expense, polish able black shoes with verifiable slip resistant soles, shirts, black socks, and black pants which meet the specifications required by the employer, except that the Employer will provide two (2) uniform shirts to Cooks 1 and 2 in the kitchen, stewards, concession counter workers, regular servers and bartenders. All others will be provided with one (1) shirt. Team members are responsible for laundering and maintaining their uniforms and their shoes, shirts, socks and pants at their own expense, and for complying with all work rules relating to grooming, personal appearance on the job, and uniform care.

13.2 All uniforms will be returned to the Employer at the end of employment or upon a uniform change. Team members will be required to sign for receipt of uniform and agree to return or have the cost of their unreturned uniforms deducted from their final paycheck.

13.3 It is recognized that the Employer may make and enforce rules relating to the personal appearance, grooming, and dress of the Team members. Such rules may be amended from time to time.

ARTICLE 14. OVERTIME

14.1 Overtime shall be paid at the following rates: One and one-half (1 ½) times the team member's rate of pay for all hours worked in excess of forty (40) hours in the work week.

14.2 When two or more types of overtime or premiums are applicable to the same

hours of work, only the higher of such payments shall be paid. In no case shall overtime or premium payment be duplicated or pyramided.

14.3 There is no guarantee of overtime. Any available overtime will only be scheduled after all classified team members have exhausted their straight time opportunities.

14.4 Overtime shall be offered according to seniority. Once a classification has been filled according to seniority and the need for more help exists in that classification, Management shall offer the work to team members according to seniority from other classifications, providing that the team member meets the necessary qualifications in performing the job.

ARTICLE 15. WAGES, GRATUITIES AND SERVICE CHARGE

15.1 Wage Rates. The wage rates to be paid by the Employer to team members shall be as set forth hereunder.

Department Classifications		2019-2020	2020 - 2021	2021 - 2022	2022 - 2023
Restaurants & Cafes					
Specialty Counter	11.88	12.50	13.10	14.10	15.10
AST	15.00	15.45	16.05	17.05	17.56
Stand Lead	17.00	17.50	18.00	18.50	19.00
Counter / Cashier	10.70	11.02	11.52	12.52	13.60
Group Sales/Banquets					
Server	16.64	17.14	17.64	18.54	19.54
Captain	18.15	18.69	19.19	20.19	21.05
Barback	15.45	15.91	16.41	17.01	17.51
Back of House					
Cook 1	15.45	15.91	16.41	17.01	17.51
Cook 2	13.08	13.47	13.97	14.97	15.98
Steward	11.23	12.00	12.60	13.60	14.63

15.2 Tenure Credit: Team members employed on December 31, 2013 shall receive a tenure credit of \$0.50 (Fifty Cents) per hour above the classification rate.

15.3 Tips and Gratuities: All gratuities received by Team members directly from patrons shall be the property of the individual and are not part of the basic wage established by this Agreement.

15.4 Service Charge: All service charges and other similar mandatory charges imposed by the Employer upon customers at the Facility shall be retained by, and remain the property of, the employer.

15.5 Minimum Wage Rates: It is hereby agreed that wages specified in this agreement shall be regarded as minimum wages. Nothing contained in this agreement is to be interpreted to forbid or prevent the rewarding of meritorious service by individual team members by incentive pay or rates of wages in excess of the minimum.

15.6 Team members shall be paid bi-weekly: There shall be no unreasonable delay in the payment of wages on payday. When payday falls on a recognized holiday, the day preceding the holiday shall be considered as payday. The Employer agrees to furnish to each team member, at the time of payment of wages, an itemized statement in writing showing gross wages paid and all deductions from such wages.

15.7 Tip Solicitation: Solicitation is not permitted and may be subject to disciplinary action up to and including termination. Solicitation, for example, but not limited to, may be defined as verbal, visual, physical/gestures, tip cups, salting. All gratuities received must be kept separate from all company funds, never intermingled, or changed for any reason. Receipts for credit card payments shall all contain a line for tips.

15.8 Training Premium: When a team member is assigned to train another team member, he or she shall receive a \$1.00 hourly premium for the hours actually spent training, provided that: (i) the trainer is advised by the schedule that he or she is assigned to train another team member; (ii) the trainer has worked for Levy Restaurants at the Cleveland Convention Center for at least one (1) complete year; and (iii) the trainer is fully available for all events at Cleveland Convention Center. The employer retains the right to select and remove trainers and decide when to have trainers in its sole discretion.

ARTICLE 16 SUSTAINABILITY & THE FARM

16.1 Sustainability is an integral part of the 'food story' and operation at the Huntington Convention Center of Cleveland. As such, all team members are encouraged as desired and has their regular schedule permits, to participate in the upkeep of the rooftop farm.

Planting beds: In order to more systematically engage all team members in the farm to table story, each operational department will adopt a planting bed and assume responsibility for their bed including determining what to plant, care throughout the season and harvesting. Participation will be paid at the team member’s regular rate and will be voluntary. Managers will also participate and related to this section only will not be subject to grievance due to working beside team members in the care of the planting beds. Team members who participate will be invited to a harvest celebration at the end of the season.

Livestock Care & Composting: Livestock care & Composting will be the primary responsibility of the culinary and stewarding team. The employer will seek up to five volunteers from culinary & stewarding, for a one-year assignment, who will provide care to the farm animals. Designated volunteers will receive an additional \$.50 per hour during their tenure. Managers will also participate and related to this section only will not be subject to grievance process due to working beside team members in the care of the farm.

Team members scheduled or interested in the farm will be scheduled for appropriate training / job shadowing. In the event that there are not enough team member volunteers to maintain the rooftop farm operation. Management will have the right to compel team members to complete farm tasks starting from the bottom of the seniority list.

ARTICLE 17 HOLIDAYS

17.1 Holidays. When an eligible team member works on any of the following holidays, he/she shall receive payment at the rate of time and one-half (1 %) for such holiday work.

New Year’s Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Easter Sunday	Christmas Day
4 th of July	

17.2 Eligibility. For purposes of holiday pay, all team members are eligible for holiday pay when a contractual holiday is worked.

17.3 Personal Paid Time Off: All team member who have completed their probationary period shall receive eight (8) hours of PTO.

17.4 All Regular team members as defined in Article 5, will receive additional PTO based on the following schedule:

After one (1) year of employment	1 week PTO
After two (2) years of employment	2 weeks PTO
After six (6) years of employment	3 weeks PTO

Each week of PTO is equal to the average number of hours worked by the team member in the last contract year up to 40 hours. PTO time must be taken in four (4) hour increments. Any earned PTO time not taken by the team member during the contract year will be paid out on the last pay period of the contract year. Upon the termination of a team member for any reason other than theft, earned, unused PTO time will be paid out on the next regularly scheduled pay period.

ARTICLE 18. LEAVES OF ABSENCE

18.1 Military Leave: A military leave of absence without pay shall be granted in accordance with state and federal law, including the Uniformed Services Employment and Reemployment Rights Act.

18.2 Family Care Leave of Absence: Leave of absence without pay shall be granted in accordance with state or federal law, including the Family and Medical Leave Act.

18.3 Personal Leave of Absence: A team member may be granted personal leave of absence without pay for up to ninety (90) days at the Employer's sole discretion upon written application. A leave of absence shall not be granted during busy seasons except where it is an absolute necessity as determined by the Employer. A personal leave of absence may be extended by mutual agreement of the General Manager and the team member. A leave of absence shall not be granted for taking another job.

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

18.5 Union Business Leave of Absence: Team members hereinafter elected or appointed to a full-time Union position may be granted an unpaid leave of absence or a team member 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 one (1) year.

18.6 Jury Duty. Regular full-time team members who are subpoenaed for jury service on days they are scheduled to work shall be paid for time lost as a result of jury duty, the difference between their normal straight time hourly rate of pay and the pay received from any other source for such jury duty, for a maximum of ten (10) days in a calendar year. Such team members called for jury service shall notify the Employer immediately upon receipt of

subpoena. Team members who are excused from jury service with sufficient time to report for all or part of their shift should report for work.

18.7 Bereavement Pay. All regular team members shall be entitled to bereavement pay in the event of a death in their immediate family. The immediate family includes the team member's father, mother, child, spouse, domestic partner, sister, brother, grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law. Bereavement pay shall be an amount up to two (2) days and an additional one (1) day if the team member attends the funeral, if the team member is scheduled to work. It is understood that the Employer shall have the right to require proof of death and of attendance at the funeral.

ARTICLE 19. REINSTATEMENT AFTER AN ACCIDENT/ILLNESS

19.1 In the event that any team member shall become incapacitated for employment because of illness or accident arising from or out of the course of his employment, he shall be reinstated in such employment upon his having fully recovered from said incapacity as certified by a physician and provided that he shall return to work within a reasonable time.

ARTICLE 20. DURATION OF AGREEMENT

20.1 Term: June 20th, 2019 - June 19th, 2023.

20.2 Ratification. This Agreement was ratified by a vote of the bargaining unit on October 8, 2019

ARTICLE 21. CHANGES BY LAW

21.1 During the term of this Agreement, if hours, wages or working conditions prescribed herein should be revised by law for the benefit of the team members, such revision shall become at once operative as though the same was included in this Agreement, and any conflicting provisions herein shall be superseded.

21.2 If any Article or Article of this Agreement is found to be invalid by operation of law or by any tribunal of competent jurisdiction during the life of this Agreement, then the Article or Article shall be null and void; however, all unaffected parts of the Agreement shall remain in full force and effect. Upon request of either the Union or the Company, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Article during the period of invalidity or restraint.

ARTICLE 22. 401K PLAN

Team members may participate in the Employers 401k Savings Plan according to the terms of the Plan.

ARTICLE 23. SUCCESSORS AND ASSIGNS

It is expressly understood between the parties that should the Employer herein grant a lease, concession, transfer to sell its operation at the Convention Center to any other individuals or corporation, to the extent allowable by law, all of the terms and conditions of this Agreement, so far as they apply, must continue to be in effect and in full force and shall be binding upon heirs, executors, successors and assigns.

Levy Premium Foodservice
Limited Partnership

UNITE HERE, Local 24

DocuSigned by:
By: Robert Ellis
069962AD348F4C3...

By: PATRICK BOYD

Treasurer of its General
Partner

Its: _____

Its: Director of Organizing

Side Letter

This side letter is entered into by and between Levy Premium Foodservice Limited Partnership (the "Employer") and UNITE HERE Local 24 (the "Union"). The Employer and the Union are parties to a collective bargaining agreement ("CBA") effective June 20, 2019 to June 19, 2023.

The Employer and the Union hereby agree as follows:

- 1) The following team member are grandfathered into this agreement with 2 weeks of PTO per year.

Jackson, Domonique
 Herod, Isaiah
 Mason, Chris
 Scott, Candiss
 Williams, Andrea

Also, the above grandfathered employees will receive straight time pay for contractual holidays that they are not able to work due to the facility being closed.

- 2) The parties agree to discuss the shift availability requirements for regular banquet employees annually, at the request of either party, through a joint labor management meeting.
- 3) Management will endeavor to schedule to the following levels:

Hot Buffet: 1 server per 50
 3 Course Plated: 1 server per 25

**Levy Premium Foodservice
Limited Partnership**

UNITE HERE, Local 24

DocuSigned by:
 By: Robert Ellis
 069962AD348F4C3...

By: PATRICK BOYD

Treasurer of its General Partner
Its: _____

Director of Organizing
Its: _____

