

**MEMORANDUM OF AGREEMENT
BETWEEN
DELAWARE NORTH COMPANIES, INC. – BOSTON
d/b/a TD GARDEN**

**AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ
December 18, 2019**

Delaware North Companies, Inc. – Boston d/b/a TD Garden (“Employer” or “Company”) and Service Employees International Union, Local 32BJ (District 615) (“Union”), collectively referred to as the (“Parties”) agree to the following bargaining agreement effective July 1, 2019 through June 30, 2023. Provisions in the Parties’ 2014-2019 collective bargaining agreement that are currently under extension that are not changed by this Memorandum of Agreement shall be incorporated into the Parties’ July 1, 2019 – June 30, 2023 Agreement.

1. Article XVII: Check-off

Upon receipt of written authorization signed by each employee, the Employer agrees to deduct and remit union dues. (The rest of the first paragraph remains as in the current Agreement.)

The Employer agrees to make monthly deductions of voluntary contributions authorized by an employee, to Service Employees International Union, Local 32BJ American Dream Fund (ADF). Such contributions are not conditions of membership in the Union or of employment with the Employer.

The Employer agrees to deduct the Union’s monthly dues and ADF contributions from the pay of each employee from whom it receives written authorization, and will continue to make deductions while the authorization remains in effect. Monthly dues and agency fee deductions will be made from the pay for the second full pay period worked by the employee following the receipt of the authorization, and thereafter will be made from the second paycheck each month that the employee receives.

agency fees, initiation fees, (R6) (AH)

The parties acknowledge and agree that the term “written authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to ADF funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “authorization” for purposes of this Agreement.

The Employer shall maintain accurate employee information and transmit dues, deducted from employees' paycheck to the Union electronically via ACH. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location, whether the employee is full-time or part-time, the employee's social security number, the employee's address and employee's classification or provided through the Union's Portal. The Union may provide any necessary training opportunity to the employer to facilitate electronic transmissions.

The Union agrees to indemnify and hold the Employer harmless with respect to any liability incurred by reason of any actions taken by the Employer at the request of the Union for the purpose of complying with any provision of this Article.

2. Article XVIII – Health and Welfare – Dental Plan

Health and Welfare Plan

Effective December 1, 2019, the Company shall make monthly contributions to Building Service 32BJ Health Fund as outlined below for all full-time employees who qualify for coverage. New full-time employees who qualify for coverage are covered from the date of hire.

The Company shall comply and agrees to be bound by the Trust Agreement and Collection policy (including subsequent amendments, rules and regulations) of the specific funds it is providing contributions to.

B. The full premium rates for Building Service 32BJ Health Fund for the duration of this Agreement are:

<u>Date</u>	<u>Family Coverage</u>
December 1, 2019	\$1,554
January 1, 2020	\$1,609
January 1, 2021	\$1,666
January 1, 2022	\$1,740

Dental Plan

The Employer agrees to continue paying into the Mass Employers / SEIU Local 888 Health and Welfare Fund, the rates set forth in the Parties' 2014-2019 collective bargaining agreement through December 31, 2019.

Effective January 1, 2020, full time employees in the active employ of the Employer will receive dental insurance through the Building Service 32BJ Health Fund. Bullgang Casuals who have qualified for vacation pay in accordance with the terms of Article IX, Paragraph E are

eligible for dental insurance provided by Mass Employers / SEIU Local 888 Health and Welfare Fund. Bullgang Casuals eligible for dental coverage need to indicate to the Employer on each October 15 during the term of this Agreement, that they desire to be covered by the dental plan offered by the Union. In no event will the Employer be required to pay the Employer's Dental Contribution for more than fifty-two (52) employees.

For the purposes of this Agreement, Employer's Dental Contribution shall mean the following monthly amounts:

<u>Date</u>	<u>Rate</u>
January 1, 2019	\$132.17
January 1, 2020	\$138.78
January 1, 2021	NTE 6%
January 1, 2022	NTE 6%

Company continues to pay Local 888 Health and Welfare Fund (for dental) for regular full-time employees until 32BJ health insurance becomes effective.

3. Article XIX: Pension

Effective December 1, 2019, the Company agrees to pay, amounts outlined below, up to a maximum of one hundred seventy-three (173) hours per month for each employee in the active employ of the Company:

Full-Time	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
	<u>\$0.55</u>	<u>\$0.55</u>	<u>\$0.55</u>	<u>\$0.55</u>
Part-Time	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>

The Employer shall pay the above amounts into the Massachusetts Service Employees Pension Fund on or before the fifteenth (15th) day of each month.

4. Article XXIV: Bullgang Casual Rules and Procedures

Amend the current Article XXIV (E) with the following:

In the event that a Bullgang Casual worker works at night as a member of the Bullgang and continues to be employed on the Bullgang after 8:00 A.M., they shall receive the Bullgang regular rate of pay for Bullgang work done after 8:00 A.M.

The following is new language:

Effective January 1, 2020, or following ratification (whichever is later), a Bullgang Casual worker who is scheduled for eight (8) hours or more will be compensated at the regular Full-Time Employee rate for all hours.

If the Casual worker works additional hours beyond the scheduled eight (8) hours, on the same day/evening, he/she will be paid at his/her Casual rate of pay for the additional hours at 1.5 times that rate if any of those additional hours worked are beyond the 8th hour of work performed for that day/evening. Provided however, any hours worked beyond forty (40) in a week shall be paid in accordance with the Fair Labor Standards Act and any other applicable law.

If a Casual worker is scheduled for nine (9) hours, they will receive the Full-Time Employee rate for nine (9) hours. If they work additional hours beyond the nine (9) hours because of work available on the day/evening, they will receive their Casual rate of pay (at overtime) beyond the nine hours.

If a Casual worker is scheduled for seven (7) hours, and works two (2) additional hours, they would be paid the eight (8) hour at their Casual rate of pay, and one (1) hour at overtime rate of pay.

Delete Article XXIV (G).

5. Article XXV: Duration

The term of this Agreement shall commence on July 1, 2019, except where otherwise indicated, and shall continue in effect until June 30, 2023. (The rest of Article XXV remains as in the current Agreement.)

6. Appendix A: Wages Bullgang Casual Wage Progression Schedule

Wage increases for all workers shall be retroactive to July 1, 2019. The starting wage rate of all Bullgang Casuals shall be 17.00 per hour effective July 1, 2019.

Casual Employees Currently at:

	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>
\$15.00	\$22.27	\$22.60	\$22.94	\$23.40
\$17.82	\$22.27	\$22.60	\$22.94	\$23.40
\$19.29	\$22.27	\$22.60	\$22.94	\$23.40
\$21.20	\$22.27	\$22.60	\$22.94	\$23.40
\$21.84	\$22.50	\$23.17	\$23.87	\$24.59

Example: A Bullgang Casual hired on January 1, 2020 would be paid \$17.00 per hour. Upon one year anniversary, that employee's rate of pay would increase to \$22.60, and then to \$22.94 on July 1, 2021, and \$23.40 on July 1, 2022.

Full-Time Employees Currently at:

	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>
	\$26.40	\$26.80	\$27.20	\$27.61
				\$28.16


The Company will use its best efforts to issue retroactive payments within fourteen (14) working days after ratification.

The working foreperson Bullgang shall be paid two dollars (\$2.00) above the Bullgang regular rate.

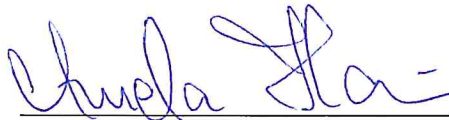
This Memorandum of Agreement is subject to ratification by the Union membership.

Agreed to by the negotiating teams for:

Delaware North Companies, Inc. – Boston
d/b/a TD Garden

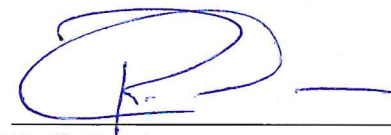


Joao Rebelo
Dir. of Operations



Amela Hadziahmetovic
Dir. of Human Resources

Service Employees International Union,
Local 32BJ




Raúl García
Dir. Bargaining & Employer Relations



John R. Collins, Shop Steward
Bargaining Committee



Scott Moss
Bargaining Committee



Steve Considine, Shop Steward
Bargaining Committee