

AGREEMENT

Between

Minnesota Soccer Sportservice, LLC

And

UNITE HERE LOCAL # 17 AFL-CIO

For the employees at

**Allianz Field
Saint Paul, Minnesota**

February 1, 2024 through January 31, 2027

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AGREEMENT

This AGREEMENT is made and entered into by and between Minnesota Soccer Sportservice LLC. (hereinafter referred to as the "Employer") doing business at Allianz Field St. Paul MN, UNITE HERE Local 17 AFLCIO, (hereinafter referred to as 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, continuous employment to prevent strikes and lockouts, and to achieve mutual understanding, harmony and cooperation among the Union, the Employer, and its employees.

Therefore, in consideration of the mutual promises and covenants hereafter set forth, the parties agree as follows:

ARTICLE 1 PURPOSE AND COVERAGE

Section 1 - Intent and Purpose – It is the purpose of this Agreement to assure the effective, efficient and economical operations of the Company; to assure excellent customer relations and service; secure and sustain maximum work effort of each employee covered by this Agreement; to maintain a harmonious relationship between the employees in the bargaining unit and the Company, to establish wages, hours and working conditions; to prevent strikes, slowdowns, and any other disturbances which interfere with or interrupt the provision of services; and, further, to set forth the entire agreement: between the Company, the Union, and the employees covered by this Agreement concerning rates of pay, wages, and other conditions of employment to be observed by the parties hereto.

Section 2 - Coverage - For the purpose of this Agreement, the term "employee" shall cover all classified employees working in the food service, beverage service, stewarding, distribution, vending room and culinary department and the non-management hourly line supervisors in each of these departments but excluding all managerial, supervisory, and administrative employees as defined under the National Labor Relations Act, as amended.

Section 3 - Respect and Dignity – The Union and the Employer recognize that all employees in the hospitality industry are professional, deserving of the highest respect. Accordingly, the Employees, the Union and the Employer will work together to honor the principles of respect and dignity for all employees, both Union and non-union. Further, the parties agree that the continued success of the business is dependent upon our mutual respect for one another's work.

Section 4 - Productivity – Employees are expected to honor the principle of "a fair day's work for a fair day's pay." The continued success and operation of this facility is recognized as dependent upon delivery of excellent services to guests. All employees are required to begin work promptly at their designated starting time, and upon completion of mealtimes and rest periods.

ARTICLE 2 RECOGNITION

Section 1 - Union Recognition – The Company agrees to recognize the Union as the sole and exclusive bargaining representative for and on behalf of its employees in the wage classifications listed “Appendix A” employed at Allianz Field, St Paul, Minnesota, but excluding supervisors and Office/ Clerical employees. It is understood and agreed that no person or agency other than the Union shall be dealt with or recognized for bargaining in regard to wages, hours and working conditions of persons so employed.

Section 2 - No Individual Agreements – The Employer agrees not to enter into any contract or agreement with the employees hereunder, individually, or collectively, which conflicts with the terms and provisions herein.

Section 3 - Complete Agreement – The express provisions of this Agreement constitute the complete collective bargaining contract, which shall prevail between the Employer and the Union with respect to wages, hours of work, and other conditions of employment. This Agreement can be added to, detracted from, altered, amended, or modified only by a written document signed on behalf of the Parties by their duly authorized agents and representatives.

ARTICLE 3 UNION SECURITY AND CHECK-OFF

Section 1 – It is hereby understood and agreed by and between the parties in consideration for services provided by the UNITE HERE Local 17, as the formally recognized representative of the employees classified herein, that all such employees shall be obligated as a condition of continued employment, to remit for each appearance a work permit fee in lieu of regular union dues, to UNITE HERE Local 17, 312 Central Avenue, Suite 444, Mpls, MN. 55414. No employee shall be required to become or remain a member of the Union. However, payment of the Per Event Dues or applicable fees in lieu of shall be required of each employee as a condition of employment.

Section 2 – The Employer agrees to deduct Union Per Event Dues per appearance or applicable union dues from each employee, to be remitted to the Union on or before the twentieth (20th) day of each month. The Employer shall request an individually signed authorization for said Per Event Dues or applicable dues deductions from each employee at the time of hire. Forms for said authorization shall be furnished by the Union.

Section 3 – The Union will notify the Employer in writing in the event that an employee becomes ten (10) days delinquent in their payment of the Per Event Dues. In the event that the delinquency is not paid within ten (10) days after such notice, the employee will be terminated from employment at the end of said period and shall not be reinstated until all delinquencies accrued during employment are paid.

Section 4 – Temporary workers including those from temporary employment agencies shall pay appropriate work permit fees in order that they might work.

Section 5 – The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with the provisions of this article.

Section 6 - TIP Checkoff. The Employer agrees to honor political contribution deduction authorization from employees in the form:

UNITE HERE TIP Campaign Committee: GIVING WORKERS A VOICE!

I, _____ hereby authorize and direct the PAYROLL DEPARTMENT OF _____ to deduct from my salary the sum of \$ _____ per week and to transmit that sum to the UNITE HERE TIP Campaign Committee. My signature shows I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) this authorization is voluntary, and contributing to the UNITE HERE TIP Campaign Committee is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amounts proposed by UNITE HERE are only suggestions; I may contribute more or less than those amounts, and I will not be favored or disadvantaged by UNITE HERE or the employer because of the amount of my contributions or my decision not to contribute; and (5) only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute. Contributions or gifts to the UNITE HERE Tip Campaign Committee are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me. This authorization shall apply while I am employed by my current employer and while I am employed by any future employers that have contracts or bargain collectively with UNITE HERE Local 17.

The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other terms of liability that may arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

Section 7 - Employee Information - The Employer shall provide each month to the Union an updated electronic bargaining unit list of employees including name, address, telephone number (home and mobile), social security number, email address (where applicable), classification, date of hire, and seniority date. The Union will provide a secure portal for uploading employee data.

ARTICLE 4
MANAGEMENT PREROGATIVES

Section 1 – The Company reserves exclusively all its right to manage the business, except as those rights may be specifically prohibited or modified by this contract.

The Management of the operations, including, but not limited to, the determination of which stands are to be opened, which items are to be sold, the locations and number of stands, the number of employees utilized per event, the assignment of personnel and the establishment of reasonable rules and regulations, including employee accountability shall be at the discretion of the Employer.

Section 2 – The exclusive rights of management shall include but are not limited to its rights to determine policies, practices, and procedures for the conduct of the business, hiring and assignment of work, duties, scheduling of work hours and the establishment of reasonable Company rules and their enforcement.

Section 3 – In the event the Employer should decide to contract out all or any part of the work covered by this Agreement, said contractor or lessee shall abide by all the terms and conditions of employment provided by this Agreement. The above specified provision shall not be applied to non-profit organizations.

ARTICLE 5 UNION ACTIVITY

Section 1 – There shall be no discrimination against any employee on account of membership in or activity on behalf of the Union.

Section 2 – The Employer shall not penalize an employee in any way as a result of an employee filing a grievance or complaint against the Employer and the Union.

Section 3 – The Business Agent, or other authorized representatives, shall at all times that do not interfere with the efficient operation of the business have access to the premises in order to ascertain whether the terms and conditions of this Agreement are being observed on the premises where the employees covered by this Agreement are employed.

Section 4 – Union Stewards. The Employer recognizes the right of the Union to conduct an election or select from among the employees, stewards to handle such Union business at the Company where they are employed, as may from time to time be delegated to them by the Union, so long as it does not interfere with the duties of other employees or cause interference with business operations. The Union will notify management of which employees are selected as Union Stewards. Union Stewards employed by the Employer shall be required to fulfill their obligations to the Employer and to perform their job duties as any other employee covered by this Agreement. Whenever possible Union business will be conducted during off duty hours. All Union business shall be conducted in a manner that is not disruptive in any way,

Section 5 – Bulletin Board. The Employer agrees to provide bulletin board space in a mutually agreeable prominent area that is accessible to all employees, which shall be used for the posting of official Union business.

Section 6 – Employer Rules. The Employer agrees to provide the Union with copies of any rules which it promulgates.

Section 7 – Upon receipt of prior written request, official representatives of the Union shall be permitted to review employment lists and payroll records maintained by the Company at its Allianz Field offices.

Section 8 – All employees shall be permitted while on duty to wear the official Union button and/or the official Union's steward button.

ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 – Grievance Procedure for Employees. Should differences arise concerning the Employer, the Union and/or any employee who has completed their probationary period, as to

the meaning and application of this Agreement, such matter(s) shall be exclusively resolved in accordance with the procedure provided herein.

Step 1 – The employee may make an attempt to take up the matter with their supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward Assist them with Step 1 if they so desire.

Step 2 – If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within fourteen (14) calendar day from the date on which the incident which gave rise to the grievance occurred or when the grievant became aware of the specific counseling/situation, file a written grievance with the Human Resources Manager; provided however, the fourteen (14) calendar days requirement and the written grievance requirement may be waived by mutual written agreement.

The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

Step 3 – Should the grievance not be resolved, the Union Business Agent will request in writing to the Companies Director of Labor Relations or their designee, a third step meeting. Such meeting will be held within fourteen (14) calendar days after receipt of such written grievance in an effort to settle the grievance unless the time limit is extended by mutual written agreement of the Parties. If not settled at this conference, the Employer shall issue a decision in writing on any such written grievance within seven (7) days from the time such grievance meeting is adjourned.

Mediation - After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Services (FMCS) at no cost to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator.

Section 2 - Effect of Failure to Appeal. Any grievance not appealed to a succeeding step within the time limits specified shall be deemed abandoned and not entitled to further consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced.

Section 3 – Arbitration Procedure. If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate within fourteen (14) calendar days after the Employer or the Union has made its final written answer as provided in Step 3 (unless the Employer and the Union mutually agree in writing to extend the time limit), in which event the grievance shall be arbitrated according to the following procedure:

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in turn one strike at a time, three (3) names from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised their strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of three (3) lists. The Parties may select an Arbitrator by other means if such other method of selection is confirmed by a written stipulation.

The selection of the Arbitrator and the hearing shall be within thirty (30) days of the request for Arbitration, whenever practicable.

The expenses of the Arbitrator shall be borne equally by the Union and the Employer, each Party bearing its own preparation and presentation expenses.

Section 4 – Final and Binding. Any decision reached at any stage of these grievance proceedings or by the Arbitration Procedure shall be final and binding upon the Employer, the Union and the employee(s) involved. The Employer, the Union and the aggrieved employee shall comply in all respects with the result of such decision reached. The Parties agree that such a decision shall be enforceable in a court of law.

Section 5 – Arbitrator Limitations. The Arbitrator shall not have the power to add to, ignore, amend, or modify any of the terms, conditions, or sections of this Agreement. Their decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute their judgment for that of the Parties in the exercise of rights granted or retained by this Agreement.

Section 6 – Award of Arbitrator. Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without back pay for loss of income resulting from such discharge. An award of the Arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than thirty (30) calendar days prior to the filing of the grievance. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing, unless otherwise mutually agreed in writing.

Section 7 – Employer/Union Grievances. Any grievance the Employer or Union may have raised within the time limits set forth in Step 2, shall be reduced to writing and submitted to the other Party's designated representative who will arrange a meeting according to the provisions set out in Step 3, section 5.1 above. If the matter is not satisfactorily settled at this Step, the grievance may be processed through the Arbitration Procedure hereafter.

Section 8 – Past Practice. The Parties agree to recognize the standards as set forth in Elkouri and Elkouri, How Arbitration Works, in determining past practice.

ARTICLE 7
DISCIPLINE AND DISCHARGE

Section 1 – The Employer reserved the right to discipline and/or discharge any employee for the violation of any reasonable rules or regulations made by the Employer for just cause. The Employer agrees to provide the Union with a copy of all rules and regulations, as well as, a copy for posting on the Union bulletin board of the Allianz Field. The Employer will supply all employees with a copy of the rules and regulations at the time of hire and upon the request of any employee. Modification of employee rules must be posted, and a copy provided to the Union. Reasonable and adequate notice shall be given to all employees.

Section 2 – Except in cases of proven theft or fraud, drunkenness, or the influence of an illegal chemical substance, negligent, deliberate, or intentional destruction of company property or equipment, physical abuse to any customer or another employee, insubordination, alcohol service/procedure violation(s), the normal progressive disciplinary procedure will be as follows. All steps in the normal disciplinary procedure are subject to grievance procedures.

- a) Oral warning
- b) Written warning
- c) Final warning or suspension
- d) Discharge

Section 3 – Unlawful manufacture, possession, distribution, dispensation, or use of a controlled substance and/or possession of a weapon is prohibited in the workplace. Any violation of this policy will result in immediate termination. Violating the alcohol service/procedure policy by serving a minor and/or an obviously intoxicated individual, selling more than the allowed limit of alcoholic beverages for that event or failure to remove bottle caps from alcoholic beverages will also result in immediate discharge.

Section 4 – All warning notices, suspensions and discharges will be in written form. Copies of suspensions and discharges will be mailed, emailed, or faxed to the Union within three (3) days upon issuance of such notices. All discipline notices must be issued to the employee within three (3) days of Management's knowledge of the violation. If an employee is not scheduled to work within three (3) days of Management's knowledge, such discipline will be given to the employee on the employee's next scheduled day of work.

Section 5 – Written warning notices and suspensions shall not be considered in the disciplinary process after twelve (12) months (unless otherwise agree to by the company and the union).

Section 6 – In the event a meeting is held for disciplinary purposes, the affected employee shall have the right, upon request, to have a union steward and/or union representative present.

Section 7 – In the event that the Employer requests that the employee attend a meeting concerning the investigation of a matter which the employee reasonably believes could lead to disciplinary action against them, then the employee, upon request, will have the right to the presence of a union steward at such meeting. Union stewards attending such meetings will not be required to punch out.

Section 8 – Any customer complaint shall be considered under established disciplinary guidelines. If requested by the Union during the grievance process, Minnesota Soccer Sportservice will provide copies of written customer complaints with all customer identification removed. If the matter is not resolved during the grievance process, the Company and the Union may jointly contact the customer at issue to discuss the customer's complaint.

ARTICLE 8 SENIORITY

Section 1 - Seniority Definition. Seniority shall mean continuous length of service with the employer in their primary classification. Classification seniority shall be determined by the employee's service from the last date of hire or transfer into their present classification. Separate seniority lists shall be maintained for each wage scale classification. The updated seniority lists shall be posted no later than January 15th and July 15th.

Section 2 - Probationary Period. Newly-hired employees will be on probation for the first twenty (20) events that an employee works. Upon written notification to the union and the employee, the probationary period may be extended an additional five (5) events that an employee works. The Employer reserves the right to terminate any employee within the probationary period in its sole discretion. An employee who has not completed their probationary period shall have no recourse under this Agreement, including the grievance procedure set forth in Article 12 herein.

Section 3 - Same Start Date. In the event two (2) or more employees begin work on the same day, a numerical suffix will be attached to the seniority date of such employees based on the last four digits of the employee's social security number. The employee that completes their probationary period first or the lowest four-digit number shall be deemed the most senior.

Section 4 - Moving to New Seniority List. Employees moving to a new classification shall serve a ten (10) event trial period. Employees may revert to their former classification with no loss of seniority, or the Employer may return the employee to their prior classification with no loss of seniority within the ten (10) event trial period. Employees moving to a new classification shall be at the bottom of the seniority list.

Section 5 - Continuous Service. An employee's continuous service is terminated if their:

- Voluntarily quits, or
- Is discharged for just cause, or
- Has not worked for a period of six months provided there has been work available or
- Fails to return from an approved medical or personal leave of absence, or

Section 6 – Scheduling. Event calendars will be emailed and available for pick up by employees on the by the 5th of each month. Employees must submit their availability for events by the 10th. The employer will post and email the final schedule as soon possible, no later then the 21st of the month. Employees will be considered to have accepted their schedule if they do not contact their managers by the 24th of the month. Events added after the schedules are confirmed will be filled

using the seniority list. For all events employees shall be offered work by seniority within their classification. All employees who stated their availability but were not scheduled will be placed on reserve and called by seniority if/when shifts become available.

Section 7 – Areas of Seniority. It is hereby agreed by the Employer and the Union that the Employer shall and hereby does recognize seniority in all respects in the following fields:

The employees shall be promoted or demoted (within bargaining unit positions), laid off and returned to service, scheduled for overtime work, holidays, and shifts according to their seniority ranking; providing, that the employees are qualified to do the work.

Section 8 - Call Offs. Employees must call off at least four (4) hours in advance of the start time of the shift. Any cancellation received after the start of the event will be considered a No Call No Show.

When cancelling or reducing staff, the Employer shall notify the employee no less than four (4) hours before the start of their shift. Employees not notified shall be entitled to the three and one half (3½) hours minimum call-in pay.

ARTICLE 9 LEAVES OF ABSENCE

Section 1 - Leaves for Injury and Sickness. Medical and Family Leave – Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to one (1) year when they are unable to perform the functions of their position due to personal illness or injury. Provided, however, that employees who have completed their probationary period but have not yet worked at least one thousand and forty (1,040) hours shall be granted unpaid personal medical leave up to a maximum of ninety (90) days. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis, consistent with the Family and Medical Leave Act.

Medical certification shall not be required for illness or injuries requiring medical leaves of up to three (3) days duration. For longer leaves, the Employer may require medical certification to support a claim for medical leave for an employee's own serious health condition or for Family and Medical Leave Act leave taken to care for a family member with a serious health condition. For medical leave in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day period.

Employees ready to return to work from personal medical leave in excess of three (3) days shall furnish the Employer with medical certification that they are fit to return to the duties of their job. The Employer will have up to seven (7) days after notification in which to reinstate the employee.

Section 2 - Parenting Leave. Employees shall be granted up to six (6) months unpaid childcare leave in connection with the birth, adoption, or placement of a child in foster care. When possible, employees shall give the Employer at least thirty (30) days' notice before the date such leave is to begin.

Section 3 - Leaves for Personal Reasons. Employees shall be granted leave of absence for extraordinary personal or family reasons, not to exceed six (6) months when such leave is requested in writing.

Section 4 - Military Leave. A regular employee who enters the Armed Forces of the United States shall have the right to reinstatement to their former position as may be required by law.

Section 5 - Leaves for Union Business. In the event that an employee is elected to a position of full-time service with the Union, the employee shall continue to accrue their seniority during the period of leave. Upon completion of service in the Union the employee shall be returned to their former job as provided in the Return from Leave Section provided the employee notifies the Employer of such a return within ninety (90) calendar days after completion of union service.

Section 6 - Return from Leave. Any employee returning from authorized leave as set forth above shall return to their previously held job provided the job has not been abolished and the employee is qualified.

Section 7 - Seniority Accrual. Seniority shall continue to accrue during an approved leave of absence.

Section 8 - Funeral Leave. Regular employees, exclusive of probationary, are eligible for funeral leave.

Immediate Family – Immediate family shall which include Spouse, Child (including Step and Foster Child), Parent (including Step and Foster), Sibling (including Step and Foster), Parent-in-Law, grandparents, grandchild, and domestic partner.

Section 9 - Coordinate with Applicable Laws. The Union and the Employer agree to follow all federal, state, and local laws, regulations, and guidelines with respect to the administration of all Leaves of Absence. Where the provisions of this Agreement are more favorable to the employee than those provided under law the terms of this Agreement shall prevail. All leaves taken under the terms of this Agreement shall run concurrently with any leave provided employees under federal, state, and local laws.

Section 10 - Minneapolis and St. Paul earned Sick and Safe Leave. New employees will begin to accrue paid sick and safe time on their first day of employment and may begin to use accrued sick leave after ninety (90) days of continuous employment. Employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked, not to exceed six (6) days, forty-eight hours (48) each year. Sick leave may be used or up to eighty (80) hours can be carried over as set forth in the applicable law. Employees will notify management of their desire to use sick and safe time when calling off in accordance with call off procedures.

ARTICLE 10 NON-DISCRIMINATION

Section 1 – The Employer and the Union agree that there shall be no discrimination against any individual with respect to all personnel actions, such as hiring, compensation, or other terms or

conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin, disability as defined in the Americans with Disabilities Act or age. The Union and the Employer will also take affirmative action in accordance with federal, state, and local legislation.

Section 2 – The use of the male or female gender in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees, regardless of sex.

ARTICLE 11 STRIKES, LOCKOUTS AND WORK STOPPAGES

Section 1 – Employees represented by the Union shall not engage in any strike, sit—down, slow-down, or work stoppage during the life of the Agreement. Neither the Union or any officers, agents or other representatives of the Union shall, directly or indirectly, authorize, assist, encourage or in any way participate in any strike, sit-down, slow-down or work stoppage during the life of this Agreement.

Section 2 – The Employer agrees not to engage in any lockout during the terms of this Agreement or during the negotiations for the renewal thereof.

ARTICLE 12 WAGES

Section 1 – Detailed schedule of wages has been agreed upon between the parties and are set forth in Exhibit “A” attached hereto which is deemed duly incorporated in this Agreement and becomes a part thereof.

The wage scale as set forth in EXHIBIT “A” of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage.

Section 2 – Employees shall not be scheduled to work less than three (3) hours per event or shift. Employees who are scheduled to work an event or shift and subsequently determined by management they are not needed will be paid for three (3) hours of work and are entitled to all provisions of this Agreement for working the event scheduled.

Section 3 – The Employer agrees to continue to pay the employees according to the current practice.

Section 4 – For all non-event training sessions and special meetings required by the Employer, employees shall be paid for a minimum of two (2) hours at their regular hourly rate of pay. If said sessions or meetings last longer than two (2) hours, all employees will be paid at their regular hourly rate of pay, per hour for the actual number of hours which they spent in attendance at the meeting/session.

Employees who fail to attend and fail to notify management of their inability to attend these meetings/sessions shall be subject to discipline as outlined under Article 6.

Section 5 – All employees shall be paid beginning from their scheduled reporting time provided they are present at their reporting time.

Section 6 – Temporary Transfer of Classifications. Employees who are temporarily assigned to a classification with a lower hourly rate of pay shall be paid the hourly rate of their regular classification for all work performed during that workday. Employees temporarily assigned to a classification with a higher hourly rate of pay shall be paid the higher hourly rate for all hours worked in the higher rated classification.

Section 7 – Gratuities - Employees may not actively solicit tips. Gratuities must be identified at the point of transaction and placed in a location designated by the Company. All gratuities are the sole property of the employees and are not a part of the basic wage established by this Agreement. Employees shall not be required to pool tips or “tip out” but are encouraged to do so in the customary and usual manner for the industry. The Employer shall not interfere in any tip sharing system agreed to among the employees.

Wherever practicable, Suite attendants shall have the ability to present a check in each of the suites assigned to them at final call. Customer requests to decline check presentation will be honored and the Employer will do what they can to ensure that a gratuity is added and agreed to prior to the event.

Section 8 - New Classifications. When the Employer establishes a new job classification within the scope of this Agreement, the rate of pay for the new job classification shall be subject to negotiation with the Union. If the parties fail to reach an agreement, the matter shall be pursued through the Grievance and Arbitration Procedures.

Section 9 - Equipment and Tools. The Employer shall provide employees with the tools and equipment needed to perform their work. The parties agree to hold a joint labor management meeting to address concerns related to equipment and tools.

ARTICLE 13 OVERTIME PAY

Section 1 – Overtime pay is defined as one and one-half (1 1/2) times the employee’s regular rate of pay in lieu of all other compensation. The overtime rate of pay shall be paid on the basis: For work performed in excess of forty (40) hours per pay period.

Section 2 – There shall be no pyramiding of overtime pay under this Article or any other articles contained in this contract.

Section 3 – Each employee, excluding vendors, who work seven (7) days in one (1) pay period will receive the overtime rate for all work performed on the seventh (7th) day, in lieu of all other compensation for that day.

ARTICLE 14
HOLIDAYS

Section 1 – Holidays are as follows:

New Year's Day	Independence Day
Dr. Martin Luther King Day	Labor Day
Easter Sunday	Christmas Eve
Memorial Day	Christmas Day
Juneteenth	

Employees working on any of the holidays above shall be paid time and one-half (1 1/2) their rate of pay for that event.

To be eligible for holiday pay an employee must have completed their probationary period.

ARTICLE 15
REST AND MEAL PERIODS

All bargaining unit employees shall be entitled to one (1) paid break and meal at no cost. In addition, bargaining unit employees who work more than eight (8) hours shall receive a second (2nd) paid break. The Employer will provide an area for the Employee's to eat their meal including employee break rooms.

- a. Any additional specifics to the Meal program will be determined and reviewed once both parties have had the opportunity to become familiar with the operation.
- b. Managers and supervisors shall schedule breaks, so they do not interfere with guest service. Breaks are not to be taken during peak times of business.
- c. The Employer shall use its best efforts not to interfere with or disturb an employee's meal or break period (through direct personal contact, telephone, electronic or radio page, or other method).
- d. All meal breaks will be scheduled according to the provisions listed below:

0-8 hours	(1) - 20-minute break
8+ hours	(2) - 20-minute breaks

ARTICLE 16
UNIFORMS

Section 1 - The Employer shall be responsible for providing uniforms for all employees who are required to wear uniforms, including all culinary uniforms, and any required jackets, logoed shirts, aprons, I.D. badges and caps.

Section 2 - All other employees will be issued their uniform. After issuance, uniforms become the responsibility of the employee for maintenance and care. Employees shall be issued a minimum of two (2) uniforms annually.

ARTICLE 17
JURY DUTY

If it is necessary for Distribution employees to be absent from work while engaged in Jury Duty service, they shall be paid their regular rate of pay less any jury duty pay received as a result of such service for each day, up to a maximum of fourteen (14) days per calendar year. Such missed events shall not count as missed days for seniority purposes for any employee who is serving on a Jury, provided that they can show verification that they were serving on a Jury during game time.

ARTICLE 18
SAVINGS CLAUSE

Section 1 – Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Section 2 – The parties further agree that this Agreement may be re-opened by either party upon thirty (30) days written notice only for negotiations and agreement regarding the provision invalidated.

ARTICLE 19
LABOR /MANAGEMENT COMMITTEE

A Labor/Management committee shall be established to seek solutions to operating problems. The committee shall meet at least once during the season and at least once during the off season. This committee is not intended to replace the Grievance Procedure.

ARTICLE 20
SUCCESSOR CLAUSE

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation or any part hereof is sold, leased, transferred, or taken away by sale, transfer, lease arrangement, receivership or bankruptcy

proceedings, such operations shall continue to be subject to the terms and conditions of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than sixty (60) calendar days before the effective date of sale.

Nothing in this Agreement prevents the Company from terminating all or part of its business, following prior notice to the Union.

ARTICLE 21
DURATION

This Agreement shall be effective from the first (1st) day of February, 2024 to and including, the thirty-first (31st) day of January, 2027 and shall continue from year to year thereafter unless written notice of a desire to amend, modify, or terminate this Agreement is given by either party hereto to the other at least sixty (60) days prior to January 31, 2027, or at least sixty (60) days prior to January 31st of any subsequent year.

Minnesota Soccer Sportservice LLC,

UNITE HERE Local 17

X James Oblatz

Name: James Oblatz

Title: President, Sportservice

X

Christa Sarrack
Name: Christa Sarrack
Title: President Unite Here Local 17

APPENDIX A

CLASSIFICATIONS & WAGE SCHEDULE

<u>Classification</u>	<u>2-1-24</u>	<u>2-1-25</u>	<u>2-1-26</u>
Attendant – Premium Services (Suites)	Minimum Wage		
Bartender – Premium Services (Suites)	Minimum Wage		
Bartender – Premium Services (Clubs)	Minimum Wage		
Bartender – Restaurant (Brew Pub)	Minimum Wage		
Bartender – Restaurant (Clubs)	Minimum Wage		
Barback – Restaurant (Brew Pub)	\$.50 above Minimum Wage		
Server – Catering	\$17.50	18.00	\$18.50
Runner – Premium Services (Suites)	\$.50 above Minimum Wage		
Porter	\$17.75	\$18.25	\$18.75
Cook	\$19.00	\$19.50	\$20.00
Lead Cook	\$21.00	\$21.50	\$22.00
Utility - Kitchen	\$18.50	\$19.00	\$19.50
Utility – Maintenance Ops	\$16.50	\$17.00	\$17.50

Attendants, Bartenders, Servers – If the average gratuity decreases by more than 20% in a year then the parties agree to meet and bargain.

Upon Ratification all non-tipped employees shall receive a minimum increase of \$1.00