

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**FANATICS RETAIL GROUP
CONCESSIONS, LLC
@ US BANK STADIUM**

And

UNITE HERE Local 17 AFL-CIO

8/3/2022 through 8/3/2025

AGREEMENT

This Agreement is made and entered into by and between Fanatics Retail Group Concessions, LLC, and/or its successors, hereinafter referred to as the "Employer", and the UNITE HERE, Local 17 AFL-CIO, the duly authorized collective bargaining agent for the employees covered by this Agreement, hereinafter referred to as the "Union".

WITNESSETH

In consideration of the mutual promises and covenants expressly stated herein, the Employer and the Union agree as follows:

ARTICLE 1 **PURPOSE AND COVERAGE**

1.1 **Intent and Purpose** – It is the purpose of this Agreement to assure the effective, efficient and economical operations of the Employer; 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 Employer, 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 Employer, 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.

1.2 **Coverage** - For the purpose of this Agreement, the term "employee" shall cover all employees in those classifications set forth in Article 15 of this Agreement, but excluding all managerial, supervisory, and administrative employees as defined under the National Labor Relations Act, as amended.

1.3 **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.

1.4 **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

2.1 **Union Recognition** – The Employer agrees to recognize the Union as the sole and exclusive bargaining representative for and on behalf of its employees in the wage classifications listed in Article 15 employed at US Bank Stadium, Minneapolis, Minnesota. 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.

2.2 **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.

2.3 **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

3.1 **Dues and Fees** – It is hereby understood and agreed by and between the parties in consideration for services provided by the UNITE HERE Union 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 Ave. Minneapolis, MN 55414. No employee shall be required to become or remain a member of the Union. However, payment of the per event dues shall be required of each employee as a condition of employment. Per event dues shall be paid from the first function worked. The Employer shall request an individually signed authorization for said per event dues deduction from each employee at the time of hire. Forms for said authorization shall be furnished by the Union.

3.2 **Check-Off** – The Employer agrees to check-off and pay to the Union the required regular monthly dues or per event dues of employees and to forward same to the Union on or before the twentieth (20th) day of each month, provided, however, that no deductions hereunder shall be made without the written authorization of the employee, which authorization shall be in accordance with the provisions of the Labor Management Relations Act, 1947, as amended.

3.3 **Maintenance of Check-Off** – The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the employee regarding renewal and revocation, as permitted by the authorization and applicable law.

3.4 Electronic Authorization – The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorizations by submitting to the Union a written application form, or by submitting to the Union an online deduction authorization, conditional upon the same being allowable under local, state, and federal law.

3.5 Indemnification – The Union shall indemnify and save the Employer harmless against any 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.

3.6 Voluntary 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 Employer shall deduct, from the gross wages or salary of each employee who voluntarily executes a political action committee (PAC) payroll deduction authorization form provided by the Union, the contributions at the frequency of deduction so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union, the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages and salaries and remitted to the Union pursuant to this Article. The Employer may remit PAC contributions and Union dues to the to the Union by a single check or wire transfer, or by separate checks or wire transfers. With each PAC contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee their name, a unique identification number for each listed employee, rate of PAC payroll deduction by the payroll of other applicable period, and contribution amount. The parties acknowledge that the Employer's costs of administration of these PAC payroll deductions have been taken into account by the parties in their negotiations of this Agreement and have been incorporated in the wage, salary, and benefits provisions of the Agreement.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other terms of liability that may rise out of or by reason of action taken by the Employer in reliance upon said political action committee (PAC) payroll deduction authorization cards submitted to the Employer.

3.7 Employee Information – The Employer shall, upon request of the Union, provide the Union an updated electronic bargaining unit list of employees including name, address, telephone number (home and mobile), email address (where applicable), classification, date of hire, and seniority date. The Union will provide a secure process for sending the information electronically that is PCI compliant.

ARTICLE 4 **UNION RIGHTS**

4.1 Access – Union representatives and officers shall be privileged to visit the premises of the Employer, generally non-working areas, and at all reasonable hours for the transaction of official Union business. Union Officers and Business Agents shall first notify the designated management representative of their presence upon the premises and shall not interrupt employees while working.

4.2 Records – Official representatives of the Union shall be permitted access to employment lists and payroll records of employees subject to this Agreement, in order to verify a specific wage calculation or work permit fees/union dues remittance.

4.3 Union postings – The Employer agrees to provide a space in which the Union may place a bulletin board for the posting of all Union communications in a conspicuous area frequented by employees.

4.4 Union Buttons – All employees shall be permitted to wear their official union and/or official steward button that no more than an inch and half in diameter, provided all buttons are worn in the same designated location.

4.5 Union Stewards – The Employer recognizes the right of the Union to conduct an election or select from among the employees who are covered by this Agreement up to one (1) per fifty (50) employees to handle such Union business as may from time to time be delegated to them by the Union. One representative per department will be assigned and the name of such steward(s) shall be reported to the Employer. The Union shall designate the areas for which the steward is responsible. 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 the Agreement and shall not interrupt employees while working.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 Management Rights – Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business.

Without limiting the generality of the foregoing, the sole and exclusive rights of Management which are not abridged by this Agreement include, but are not confined to, the right to hire and maintain order and efficiency, to discharge for just cause, to promote and discipline, within the confines of the Agreement, to direct the workforce and to make and enforce rules of conduct and/or policies, the right to determine the extent and nature of all equipment and technology (as long as such equipment and technology may be safely operated), the general method of operating its business, the number of concessions, the business hours of its establishment, the work schedules including days of the week and hours each day, the number of shifts, staffing levels, reasonable standards of workmanship and performance, the assignment of personnel and work hours thereof, to discontinue processes or operations in whole or in part, and to sell or otherwise dispose of its business in whole or in part, and the necessity for overtime work, are all recognized by the Union and the employees to be among those rights vested in the Employer. The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth, and the Employer retains solely and exclusively all rights not otherwise specifically abridged by this Agreement.

ARTICLE 6
NON-DISCRIMINATION

6.1 No Discrimination. – 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, national origin, handicap or age. The Union and the Employer will also take affirmative action in accordance with Federal, State, City, and local legislation.

ARTICLE 7
STRIKES AND LOCKOUTS

7.1 No Strike – 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 or during the negotiations for the renewal thereof.

7.2 No Lockout – The Employer agrees not to engage in any lockout during the terms of this Agreement or during the negotiations for the renewal thereof.

ARTICLE 8

WAGES, HOURS OF WORK AND OVERTIME

8.1 Minimum Rates – Wage rates contained in this Agreement shall prevail during the period of this contract. In consideration of merit, as determined by the Employer, employees may be paid in excess of such rates.

8.2 No Reduction – The Employer agrees that any employee receiving more than the minimum scale of wages shall not be reduced to the minimum scale of wages for their primary job classification as result of the signing of this Agreement.

8.3 Report-In-Pay – Should any event be postponed, cancelled, or called off in sufficient time for the Employer to notify employees that they shall not report for work, and such notice is given prior to the employee's leaving home on their way to work, the Employer will have no liability or obligation to pay any employee so notified wages for that day. If the event is called off at a time, which makes notice to employees impossible, and the employees have reported for work, they shall receive three and one half (3½) hours at their scheduled rate. Vendors shall be paid their average commission. The minimum scheduled shift or report-in-pay shall be three and one half (3½) hours. However, employees may volunteer to leave earlier if any event is slow or undersold. If an employee receives approval from management to leave early, the minimum guarantee shall not apply.

8.4 Mandatory Meetings – Employees attending mandatory meetings and training sessions, outside of normally scheduled work, called by the Employer, shall be paid at a minimum of two (2) hours at their regular hourly rate of pay.

8.5 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.

8.6 Supplies – The Employer shall provide sufficient supplies, equipment, and materials needed for the timely, safe, efficient, and effective performance of their duties to all employees. Employees shall not be disciplined for not completing their work assignments if the Employer has not provided sufficient supplies and equipment, to complete their duties, provided the employee has given immediate notice to management of any insufficiency and further that the Employer is unable to remedy the deficiency in a timely manner.

The Employer shall provide working Point of Sale equipment or be able to replace it in a reasonable amount of time.

ARTICLE 9
BREAKS AND MEALS

9.1 Breaks and Meals – Each employee shall receive one (1) twenty (20) minute break during the first four (4) hours of work. A second twenty (20) minute break shall be given to all employees after seven (7) hours of work. A third twenty (20) minute break shall be given to all employees after ten (10) hours of work. Break times will be given as scheduled by the supervisor only during non-busy times. The Employer shall provide a meal voucher for each game worked.

ARTICLE 10
PAYDAY & UNIFORMS

10.1 Paydays – The Employer shall establish pay days and shall pay employees biweekly or in accordance with current established practice.

10.2 Uniforms – The Employer shall be responsible for providing uniforms for all employees who are required to wear uniforms.

All uniforms shall remain the property of the Employer, unless otherwise agreed between the employee and the Employer. Upon termination or resignation, employees must return all Employer property, including uniforms, within five (5) business days. The Employer, at no cost to the employee, shall replace worn or stained uniforms.

ARTICLE 11
SENIORITY AND SCHEDULING

11.1 Seniority Definition – The seniority lists for current employees is set forth in Attachment A. For all subsequent hires, seniority shall be based on continuous length of service with the Employer in their primary classification from date of hire.

11.2 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.

11.3 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.

11.4 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.

11.5 Break in Seniority – An employee's seniority is terminated if they:

- a. Voluntarily quit, or
- b. Is discharged for just cause, or
- c. Has not worked for a period of six months provided there has been work available; or
- d. Fails to return from an approved medical or personal leave of absence, or
- e. Fails to call or show for a scheduled shift. Failure to call or show up for a scheduled shift occurs when an employee does not contact their supervisor in person or fails to leave a message on the Employee Sick Call Line and doesn't report to work. The first failure to call or show for a scheduled shift will result in a one (1) shift suspension. A second failure to call or show for a scheduled shift, within a rolling three hundred and sixty-five (365) day period, will result in termination.

11.6 Retail Associates – Retail Associates must commit to an event five (5) days prior to the report time. Failure to commit will result in the Retail Associate being placed on the bottom of the seniority list for that event and the next senior Retail Associate will be scheduled. Cancellations after commitment to an event will only be accepted for emergencies or medical condition. (Cancelling to work another event or facility is not considered an emergency and will subject the employee to discipline). The Employer reserves the right to ask for proof of any emergency.

11.7 Selection of Merchandise Vendors and Sale Locations – The Employer shall determine the number of merchandise vendor positions and sales locations, as well as the sites of the merchandise vendor sales locations.

11.8 Completion of Shift – Merchandise vendors will be required to complete their scheduled shift and will not be released until they have completed the reconciliation of their sales and inventory.

11.9 Multiple Date Events – For multiple date same events, the Employer reserves the right to schedule only Retail Associates who are willing and able to work all dates regardless of seniority.

The order of scheduling Retail Associates shall be:

1. Fill position with Retail Associates able to commit to the entire event.
2. Fill open positions by seniority with Retail Associates who have limited availability. This is a second pass through the primary seniority list.

3. Fill open positions off of secondary list of Retail Associates.
4. Commission, if applicable, will be distributed based on total hours worked.

11.10 Regular Employees – It is mutually agreed that the employee be available to the Employer unless unable to work due to scheduled vacation, scheduled personal holidays, bona fide medical leave, FMLA leave, jury duty, or bereavement leave.

Regular employees must be available for work when scheduled by Wednesday at 6 pm for the scheduling week beginning twelve (12) days later, barring provable illness, accident, or other circumstances beyond the control of the employee.

Regular employees shall be scheduled to work the greater number of available hours and functions based on their seniority only within their primary job classification.

Regular employees shall be offered overtime work before ranked employees are offered overtime.

Seniority for regular employees will be based upon the date the employee is selected, offered, and accepts regular status.

Regular employees shall be laid off and returned to work according to their length of service in their respective job classifications.

Selection of Regular employees will be based upon an application and interview process. Seniority, scheduling availability, ability to perform the work, and the employee's disciplinary record shall be among the criteria used a determining factor in the selection process.

Failure to comply with the requirements outlined above for Regular status will result in the loss of the employee's Regular status.

Regular employees who lose Regular status or voluntarily give up their Regular status and/or move from a Regular position to the Ranking list shall be placed on such list based on their most recent date of hire.

Any employee accepting shifts in another classification or moving to another classification shall be paid the rate of pay listed in Appendix A of the Collective Bargaining Agreement for that classification.

11.11 Call Offs – Employees must call off 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 and subject the employee to discipline.

When cancelling or reducing staff, the Employer shall notify the employee by speaking with the employee, leaving a voicemail, text, or email for them at the cell phone number/email address on file with the Employer, 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 12

GRIEVANCE AND ARBITRATION

12.1 Grievance – If any difference of opinion or dispute arises between the Employer, the Union and/or any employee who has completed their probationary period to this contract concerning the performance of an obligation under the terms and provisions of this Agreement, an attempt will be made to resolve it under the following grievance procedure, provided, however, if the issue involves loss of wages, it must be raised in writing within seven (7) calendar days of the occurrence or of the delivery date of the paycheck.

Step 1 - The aggrieved employee shall first discuss the dispute with their Manager in an attempt to resolve the problem. The employee may request the assistance of the Union Steward/Representative if the employee so desires.

Step 2 - If no satisfactory resolution to the grievance is reached in Step 1, the Union shall, within seven (7) calendar days of the employee's discussion with their supervisor, file a written grievance with the authorized representative of the Employer and will discuss it with them. Failure to file such written grievance within seven (7) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

Step 3 - If not settled at this conference, the Employer shall issue a decision in writing within seven (7) calendar days from the time such grievance meeting is adjourned.

12.2 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. During the processing of any grievance through the grievance procedure, the employees concerned, unless suspended or discharged by the Employer, will continue to work under the conditions which gave rise to the grievance. The time limits of the grievance procedure can be mutually extended by the parties. Such extensions shall be in writing. Grievances of the Employer against the Union and vice versa will be instituted at Step 2, in accordance with the time limits established in Step 1. The parties will respond in writing per Step 3.

12.3 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 two (2) 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.

12.4 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.

12.5 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 decision shall be enforceable in a court of law.

12.6 Arbitrator Limitations – The Arbitrator shall not have the power to add to, subtract from, ignore, 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.

12.7 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 unless otherwise mutually agreed in writing. Any back pay award shall

be reduced by the amount of any compensation chargeable to the Employer, i.e., worker's compensation, unemployment compensation, etc.

12.8 Contract Remedy – When an employee has any complaint, grievance, or difference regarding the application of the terms and conditions of this Agreement it is agreed that the grievant will use the grievance/arbitration procedure set forth above before attempting to take the matter elsewhere.

12.9 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 forth above. If the matter is not satisfactorily settled at this step, the grievance may be processed through the Arbitration procedure hereafter.

12.10 Past Practice – The parties agree to recognize the standards as set forth in Elkouri and Elkouri, How Arbitration Works, in determining past practice grievance. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing.

ARTICLE 13 **DISCIPLINE AND DISCHARGE**

13.1 Discipline and Discharge – The Employer will discipline employees for just cause only. Discipline will normally be in the following form:

- a) Verbal Warning
- b) Written Warning
- c) Final Warning
- d) Discharge

The Employer retains the right to skip steps of progressive discipline depending on the severity of the offense. Certain offenses are considered so serious that an employee may, at the discretion of the Employer, be discharged without the progressive discipline set forth above. In such cases, an investigation will normally be undertaken prior to disciplinary action.

Incompetence, insubordination, dishonesty, theft, workplace violence, or any other serious performance issues or behavioral patterns unbecoming the employee's position may be punishable by discipline up to and including loss of job or by legal prosecution as the situation demands. Because the parties cannot anticipate all potential offenses, this is a non-exhaustive list of immediately terminable offenses.

13.2 Written Notices – Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file, shall be read and signed by the employee. Such signature shall in no way be an admittance of wrongdoing on the part of the employee. A copy of all such notices shall be given to the employee and the Union within one (1) business day upon issuance of such notices.

13.4 Disciplinary Meetings – Employees shall have the right, upon request, to have an unpaid Union steward and/or Union Representative present during an investigatory meeting that could result in discipline or discharge or waive that right of union representation.

13.5 Interpreter – Upon the request an employee, the Employer shall endeavor to provide interpreters for employees not fluent in English during any investigative interview that may lead to discipline or discharge. The Union shall endeavor to provide an interpreter if the Employer does not have someone available.

13.6 Confidentiality – The Employer may decline to give an employee the name of the complaining party, but must divulge such information (a) to the Union at the time of discipline, which information the Union shall keep confidential, and (b) to the employee at an arbitration hearing if so directed by the Arbitrator.

13.7 Right of Review – The Union shall have the right of review of any discharge of an employee who has completed the probationary period by following the grievance procedure of this Agreement.

13.8 Posting of Rules – The Employer agrees to provide the Union with a copy of all rules and regulations. The Employer will supply all employees with a copy of the rules and regulations at the time of hire or upon request of any employee. Reasonable and adequate notice shall be given to all employees and Union of any changes to rules or policies.

13.9 Retirement of Warning Notices – Written warning notices shall not be used as a basis for discipline after a period of twelve (12) months for Retail Associates working in the Store or the Warehouse and twenty (20) worked events for Retail Associates who work in the Kiosks.

13.10 Personnel Files – The Employer shall at reasonable times and at reasonable intervals, with reasonable notice, upon the written request of an employee, provide a copy of the employee's personnel file.

ARTICLE 14 **LEAVES OF ABSENCE**

14.1 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 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 leaves in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day periods.

Employees ready to return to work from a 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.

14.2 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.

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

14.4 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.

14.5 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.

14.6 Return from Leave – Any employee returning from an 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.

14.7 Seniority Accrual – Seniority shall continue to accrue during an approved leave of absence.

14.8 Funeral Leave – Regular employees, exclusive of probationary, are eligible for funeral pay and leave, when an employee's bereavement involves death in their immediate family, subject to the following conditions:

14.9 Maximum Time Off – The maximum funeral leave shall be two (2) days

immediately preceding and/or including the funeral day, if the funeral is within 250 miles of Minneapolis/St. Paul, and not more than three (3) days if the funeral services are more than 250 miles from Minneapolis/St. Paul.

14.10 Attendance and Notice – An employee must actually attend the funeral service of a member of their immediate family, which includes only wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, and domestic partner.

14.11 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.

14.12 Minneapolis and St. Paul earned Sick and Safe Leave – The Employer will comply with Minneapolis and St. Paul earned sick and safe leave laws.

ARTICLE 15 **WAGES**

15.1 Retail Associates Hourly Rates

August 3, 2022	August 3, 2023	August 3, 2024
\$16.00	\$16.50	\$17.00

15.2 Retail Kiosk Associates – Retail Kiosk Associates shall be compensated at 12% of the net sales in the Kiosks, equally pooled between all of the Retail Kiosk Associates who work a given game. Retail Kiosk Associates shall be regularly rotated among the various kiosks at the sole discretion of the Employer. All of the Retail Kiosk Associates working a given game shall be guaranteed a minimum of \$200 pay should the pooled 12% of net sales fall short of \$200 per Retail Kiosk Associate.

The employer agrees that it shall not engage more than 43 Retail Kiosk Associates during regular season games.

ARTICLE 16 **SUCCESSORS AND ASSIGNS**

16.1 Successors and Assigns – This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the 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 or any part thereof.

The Union shall be notified in writing, with as much advance notice as possible, the effective date that the Employer will cease operations at this location.

ARTICLE 17
TERM OF AGREEMENT

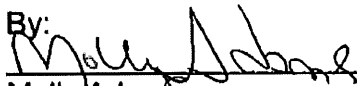
17.1 Term of Agreement – This Agreement shall be in effect for a period of three (3) years commencing on August 3, 2022 and shall be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either party serves written notice upon the other certified mail of a desire to terminate, change or modify the Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 11th, day of January, 2023.

**FANATICS RETAIL GROUP
CONCESSIONS, LLC**

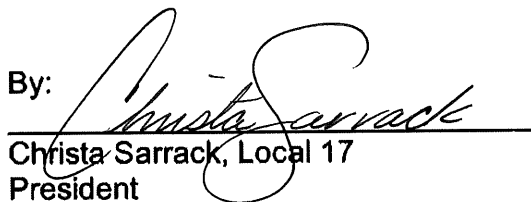
UNITE HERE LOCAL 17

By:



Molly Adams
Chief Strategic Retail Officer

By:



Christa Sarrack, Local 17
President

Memorandum of Agreement

While not employees under this Agreement, temporary workers from temporary staffing agencies performing any work covered by this Agreement shall be responsible for paying per event dues, except to the extent that the temporary staffing agency prohibits deduction of such per event dues or the temporary worker declines to sign a dues checkoff authorization card. The Union shall indemnify and save the Employer harmless against any 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 Memorandum of Agreement.

FANATICS RETAIL GROUP
CONCESSIONS, LLC

UNITE HERE LOCAL 17

By: Molly Adams
Date: 1/16/23

By: Christa Sarrack
Date: 1/11/23