

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**LEVY PREMIUM FOODSERVICE LIMITED  
PARTNERSHIP**

**For the employees within the Catering/Premium  
and Concession units at Target Center**

**and**

**UNITE HERE UNION, LOCAL #17  
AFL-CIO**

**August 1, 2017 through July 31, 2021**

## AGREEMENT

This Agreement is made and entered into by and between Levy Premium Foodservice Limited Partnership, 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 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.

1.2 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.

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 meal times and rest periods.

## ARTICLE 2 RECOGNITION

2.1 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 Target Center, Minneapolis, 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.

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 – 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 event worked, a work permit fee in lieu of regular union dues or monthly union dues to UNITE HERE Local 17, 312 Central Avenue, Suite 444, Minneapolis, MN, 55414. No employee shall be required to become or remain a member of the Union. However, payment of the work permit fee shall be required of each employee as a condition of employment.

3.2 – The Employer agrees to deduct Union work permit fees per event worked from each employee, to be remitted to the Union each month. The total Union work permit fees shall not exceed current union monthly dues in any calendar month. The Employer shall request an individually signed authorization for said work permit fees deductions from each employee at the time of hire or first event worked. Forms for said authorization shall be furnished by the Union. The Union agrees to refund to each employee any amount received in excess of the standard dues, in accordance with its policy.

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

3.4 – Voluntary Check off of Political Contributions- The Employer agrees to deduct from the wages of its employees who are members of the Union and who have voluntarily authorized such contributions on forms provided for that purpose, contributions to the Union's separate segregated political funds. The amounts deducted pursuant to such authorization shall be transmitted monthly together with a list of names of employees from whom deductions were made. Such sums shall be transmitted separate and apart from any dues money to UNITE HERE International.

3.4 – 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.

3.5 – Notification to the Union – The Union shall be supplied, upon request, with names and addresses of all employees who have completed their probationary period.

#### 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 Notices and Newspaper Boxes – 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. The Employer also agrees to provide a space for the placement of Union newspaper distribution boxes 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, provided all buttons are worn in the same designated location.

4.5 Conventions of Labor – The Employer agree to grant the necessary time off without pay not to exceed seven (7) days to any employee elected or delegated to attend a labor convention, not to exceed two (2) employees from an establishment per convention or to exceed two (2) conventions annually. The Employer will not be

obligated to schedule replacement shifts for employees attending such conventions.

4.6 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 1 per 50 employees to handle such Union business as may from time to time be delegated to him/her 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

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

Policy; and (k) The right to use non-profit groups or temporary agencies to supplement the existing work force where necessary, providing that the Employee has exhausted all current active employees.

## ARTICLE 6 NON-DISCRIMINATION

6.1 No Discrimination. The Company 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 Company will also take affirmative action in accordance with Federal, State, City and local legislation.

6.2 Gender. 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 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 Company 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, employees may be paid in excess of such rates.

8.2 No Reduction – The Company 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 company to notify employees that they shall not report for work, and such notice is given prior to the employee's leaving home on his/her way to work, the company 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 Overtime – Employees shall receive overtime pay at 1½ times their hourly rate for all hours worked in excess of forty (40) in a work week.

8.5 Scheduled Overtime – Scheduled overtime shall be assigned to employees on the basis of seniority. Unscheduled overtime beyond the control of the Company shall be at the Company's discretion with regard to operational needs.

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

8.7 Mandatory Meetings – Employees attending mandatory meetings and training sessions called by the Company shall be paid at a minimum of two (2) hours. Vendors & servers shall be paid the concession rate of pay. All other employees shall be paid their regular wage.

8.8 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.

8.9 Shortage and Breakage – No employee shall be held responsible for register or cash container shortages, unless adequate procedures have been established by the Company through which the employee is allowed to check monies in and out of his/her assigned register at the beginning and end of each period of work with said register; and provided further that the employee shall have sole access to his/her assigned register in the interim. The Company shall be responsible for establishing procedures for the handling of shortages and overages.

At no time shall an employee be charged for breakage, except when it is proven such breakage was done willfully or carelessly. Employees shall not have unauthorized deductions made from their checks for such business costs as walkouts, bad checks, incorrect credit card stamps, addition errors, over pouring, cash register shortages or breakages.

All vendors shall be responsible for reimbursing the Company for all shortages through

an authorized payroll deduction. Vendors who have substantial shortages on any single event, or who are short on a regular basis, will be subject to disciplinary action up to and including termination.

## ARTICLE 9 BREAKS AND MEALS

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 (2<sup>nd</sup>) paid meal break and meal at no cost. 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:

0-6 hours	(1) - 20 minute break
6-8 hours	(2) - 20 minute breaks
8-12 hours	(3) - 20 minute breaks
12+ hours	(4) - 20 minute breaks

## ARTICLE 10 UNIFORMS

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.

10.1 Culinary – Culinary employees will be issued one (1) pant and will receive a second pair after their probationary period, one (1) cap, and one (1) cut glove. Employees will be responsible for laundering these items; Chef Coats shall be furnished.

10.2 Warehouse - Warehouse employees will be furnished one (1) shirt which will be laundered by the Employer without cost to the employee.



10.3 Concessions – Concessions employees will be provided one (1) shirt and one (1) apron and a second (2nd) shirt upon completion of the probationary period.

10.4 Premium – Premium employees will be furnished one (1) shirt at hiring and a second (2nd) shirt upon completion of the probationary period, at the employee's request. Premium employees will also be furnished with any other items that may be part of the specific department required uniform such as a tie or apron.

10.5 Employees will be responsible for the laundering of such shirts, tie and apron. The employee shall be held responsible for the \$10.00 replacement cost of a lost or damaged building identification Badge.

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

Employees will be required to provide, at their own expense, black shoes with verifiable slip resistant soles and black slacks. Any employee failing to report to work without the required ID badge and issued uniform will be subject to disciplinary action up to and including termination. If an employee reports to work with improper pants or shoes, they will not be permitted to work and will not be paid the three and one half (3½) hour minimum call-in pay.

The Employer shall provide accurate price buttons for all product vendors. Such price buttons shall be re-issued to all Food and Beverage concessions/vendors as prices change, price to the sale of such items.

## ARTICLE 11 SENIORITY AND SCHEDULING

11.1 Concessions Seniority Definition – Seniority shall be based on the cumulative events worked by each employee in their primary classification. The updated seniority lists shall be posted no later than January 15<sup>th</sup> and July 15<sup>th</sup>. Employees moving to a new classification shall be at the bottom of the seniority list or shall be dovetailed into the seniority list based on their cumulative number of events in the new classification if they have such credits.

Concessions employees working in a different classification will accrue credits within that classification which will be considered a sub-list. This list will be used for scheduling purposes when the primary list has been exhausted and will also apply if the employee chooses to make the classification their primary.

11.2 Premium and Culinary 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 since the last date of hire or transfer into his/her present classification. Separate seniority lists shall be maintained for each

wage scale classification. The updated seniority lists shall be posted no later than January 15<sup>th</sup> and July 15<sup>th</sup>.

11.3 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 his/her probationary period shall have no recourse under this Agreement, including the grievance procedure set forth in Article 12 herein.

11.4 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.

11.5 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 10 event trial period. Employees moving to a new classification shall be at the bottom of the seniority list.

11.6 Continuous Service - An employee's continuous service is terminated if he/she:

- 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
- 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 365 day period, will result in termination.

11.7 Scheduling - Event calendars will be emailed and available for pick up by employees on the 10<sup>th</sup> of each month. Employees must submit their availability for events by the 17<sup>th</sup>. The Employer will post and email the final schedule by the 21<sup>st</sup> of the month. Employees will be considered to have accepted their schedule if they do not contact their managers by the 24<sup>th</sup> 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.

11.8 Product/Merchandise Vendors – Vendors must commit to an event three (3) days prior to the report time. Failure to commit will result in the vendor being placed on the bottom of the seniority list for that event and the next senior vendor 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). The Company reserves the right to ask for proof of any emergency.

11.9 Selection of Merchandise Vendors and Sale Locations-The Company shall determine the number of merchandise vendor positions and sales locations, as well as the sites of the merchandise vendor sales locations.

11.10 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, cash collected and inventory.

11.11 Shortages - All vendors shall be responsible for reimbursing the Company for all shortages through signed acknowledgement of the Vendor Shortage Form. Vendors who have substantial shortages on any single event, or who are short on a regular basis, will be subject to disciplinary action up to and including termination.

11.12 Multiple Date Events- For multiple date same events, the Company reserves the right to schedule only merchandise vendors who are willing and able to work all dates.

The order of scheduling Merchandise Vendors shall be:

1. Fill position with Vendors able to commit to the entire event.
2. Fill open positions by seniority with Vendors who have limited availability. This is a second pass through the primary seniority list.
3. Fill open positions off of secondary list of Merchandise Vendors.
4. Commission will be distributed based on total hours worked.

11.13 Employees shall be offered available work hours and functions based on their seniority within their primary classifications.

Employees must commit to work in any facility and any function within their primary job classification. The Company reserves the right to assign bartenders to facility locations, in making such assignments, the Company will consider skill, ability, experience and business needs. The Company retains the sole right to determine skill and ability.

Premium employees who accept shifts and then call out within 24 hours of the scheduled shift three (3) times in a rolling sixty (60) calendar day period will lose their ranking.

11.14 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 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 his/her 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 his or her 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 his/her supervisor, file a written grievance with the authorized representative of the Company and will discuss it with him/her. 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 Company, 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 her/his 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 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.

12.5 Arbitrator Limitations - The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or sections of this Agreement. His/her 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 his/her judgment for that of the Parties in the exercise of rights granted or retained by this Agreement.

12.6 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 unless otherwise mutually agreed in writing. Any back

pay award shall be reduced by the amount of any compensation chargeable to the Company, i.e., worker's compensation, unemployment compensation, etc.

12.7 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.

12.8 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.

12.9 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) Suspension
- d) Discharge

Certain offences 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. An illustrative list of the examples of such offences includes, but is not limited, to the following:

- Stealing, misusing, or inappropriately removing or possessing Levy Restaurants' property.
- Possessing dangerous or unauthorized materials, such as firearms or explosives, while on property.
- Possessing, distributing, selling, transferring, using or working under the influence of alcohol or illegal substances in the facility, while on duty, while operating Levy Restaurants' vehicles or equipment.
- Falsifying company records
- Using guest facilities/suites without permission.
- Immoral or illegal behavior

- Sleeping on the job.
- Malicious destroying of another employee's or Levy Restaurants property
- Abusive, profane or obscene language or behavior with guests or staff
- Soliciting tips or writing tips onto guest checks.
- Physical or verbal abuse towards guests, employees, managers or supervisory staff.
- Not reporting tips or and not complying with the TRAC agreement.
- Violating federal, state or local laws and putting the company at risk; i.e. not checking a guest's age, resulting in serving a minor alcohol.
- Accepting employment during an approved leave of absence.
- Putting our guests or employees at risk, i.e. operating equipment in an improper, careless, negligent, destructive or unsafe way.
- Reusing or refilling cups or using cups or other serving equipment not supplied by the Employer.
- A more serious violation of the Employer's rules.

Incompetence, insubordination, dishonesty or any other 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:

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 wrong doing 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.

13.3 Suspensions and Discharges - Prior to termination for any single serious incident, there will be a suspension period, not to exceed five (5) days to allow for full investigation of the facts of the incident by the Employer.

The count of five (5) days begins on the first business day after the incident or the suspension pending investigation is administered. An extension may be requested in writing and must be approved by the union and employee should extenuating circumstances exist.

13.4 Disciplinary Meetings - In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have an unpaid Union steward and/or Union Representative present. If the Union steward is present at the request of the Employer, the Union steward shall be paid for his/her time.

13.5 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.

13.6 Posting of Rules - The Company agrees to provide the Union with a copy of all rules and regulations. The Company 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.

13.7 Retirement of Warning Notices - Written warning notices shall not be used as a basis for discipline after a period of twelve (12) months.

13.8 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 WORKING AT OTHER LEVY LOCATIONS

### 14.1 Working at Other Levy Locations

#### (a) Grandfathered Employees.

Grandfathered employees are those who were employed by the previous food service operator at Target Center who were also active at Xcel Energy Center at the time Levy Premium Foodservice Limited Partnership took over the concessions operation at Target Center. Grandfathered employees covered under this Agreement (listed in the side letter attached hereto) are eligible to work at other Levy locations in the Minneapolis/St-Paul Area and may earn seniority at The Xcel Energy Arena and Target Center. Employees working at both those locations must select one (1) location for their primary place of employment for payroll purposes. Hours worked at Target Center shall count for seniority purposes at Target Center only, and hours worked at Xcel Energy Center shall count for seniority purposes at Xcel Energy Center only. Employees who fall into this category have a right to work a full work week at both locations. The number of overtime hours for which these employees may be scheduled is capped at fifteen (15) hours.

#### (b) On-Call List.

Those employees who are not grandfathered per (a) above and do not possess seniority at both Target Center and Xcel Energy Center will be able to opt on to an On-Call list to indicate their availability for temporary work in bargaining unit positions at Xcel Energy Center. The Human Resources Manager at the location will select employees for the On-Call list based on the employee's qualifications, work performance and seniority. The On-Call list will be issued twice per year in April and September. The On-Call list will be maintained in the order of the employee's seniority date. Scheduling managers at the other venue will select employees from the On-Call list in seniority order when the facility has an event that cannot be adequately staffed with the facility's workforce.



Under both (a) and (b) above, the employee will receive the classification wage rate associated with the location and classification where the employee is working the shift.

## ARTICLE 15 LEAVES OF ABSENCE

15.1 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 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.

15.2 Parenting Leave – Employees shall be granted up to six (6) months unpaid child care 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.

15.3 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.

15.4 Military Leave – A regular employee who enters the Armed Forces of the United States shall have the right to reinstatement to his/her former position as may be required by law.

15.5 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 her/his seniority during the period of leave. Upon completion of service in the Union the employee shall be returned to her/his 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.

15.6 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.

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

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

15.9 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.

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

15.11 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.

15.12 Minneapolis and St. Paul earned Sick and Safe Leave - Current employees shall begin to accrue paid sick and safe leave beginning July 1<sup>st</sup>, 2017. 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.

## ARTICLE 16 HOLIDAYS

16.1 Paid Holidays - All employees who work on any of the following Holidays, shall receive payment at the rate of one and one-half (1½) times their regular rate

of pay for such Holiday work. Commissioned vendors shall be paid 110% of their normal commission.

New Year's Day  
Easter Sunday  
Thanksgiving  
New Year's Eve Day  
Christmas Day  
Labor Day

16.2 Eligibility - Eligible employees are those who have completed their probationary period.

## ARTICLE 17 SUCCESSORS AND ASSIGNS


17.1 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, no later than sixty (60) days before the effective date of any sale or transfer.

## ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be in effect for a period of four (4) years commencing on the ratification of this Agreement 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.

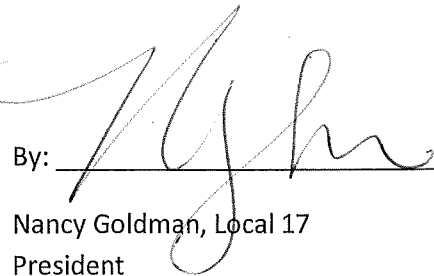
IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 18<sup>th</sup> day of OCTOBER, 2017.

LEVY PREMIUM FOODSERVICE LIMITED  
PARTNERSHIP

By: 

Rob Ellis, Levy  
Treasurer of its General Partner

UNITE HERE LOCAL 17

By:  10-18-17

Nancy Goldman, Local 17  
President

**APPENDIX A**  
**SCHEDULE OF WAGES**

<b>Premium</b>	<b>8/1/2017</b>	<b>8/1/2018</b>	<b>8/1/2019</b>	<b>8/1/2020</b>
Chairman's Game Night Attendant	\$22.00	*TBD	*TBD	*TBD
Theater Box/Club TI/Lexus Courtside Club Game Night Attendant	\$19.00	*TBD	*TBD	*TBD
Regular Suite/Catering Attendant & Runner	\$18.00	*TBD	*TBD	*TBD
Dessert Cart Attendant	\$15.00	\$15.40	\$15.80	\$16.20
Club Host	\$14.00	\$14.40	\$14.80	\$15.20
Restaurant Server	Min Wage			
Restaurant Busser/Runner	\$11.00	\$11.40	\$12.25	\$13.25
In-Seat Server	Min Wage			
In-Seat Runner	\$14.00	\$14.40	\$14.85	\$15.35
In-Seat Bartender	\$17.00	\$17.40	\$17.85	\$18.35
Premium Bartender	\$15.00	\$15.40	\$15.80	\$16.20
Barback	Min Wage			
 <b>Premium Culinary</b>	 <b>8/1/2017</b>	 <b>8/1/2018</b>	 <b>8/1/2019</b>	 <b>8/1/2020</b>
Lead Cook	\$18.00	\$18.40	\$18.85	\$19.35
Prep/Pantry Cook	\$16.00	\$16.40	\$16.85	\$17.35
Steward	\$15.00	\$15.40	\$15.85	\$16.35
Utility Worker	\$14.00	\$14.40	\$14.85	\$15.35
Dishwasher	\$12.75	\$13.15	\$13.60	\$14.10
 <b>General Concessions</b>	 <b>8/1/2017</b>	 <b>8/1/2018</b>	 <b>8/1/2019</b>	 <b>8/1/2020</b>
Cashier & Prep	\$13.75	\$14.15	\$14.60	\$15.10
Cook	\$15.50	\$15.90	\$16.35	\$16.85
Stand Lead	\$15.25	\$15.65	\$16.10	\$16.60
Assistant Stand Lead	\$14.25	\$14.65	\$15.10	\$15.60
Concessions Bartender	\$11.50	\$11.50	\$12.25	\$13.25
Distribution Worker*	\$14.50	\$14.90	\$15.35	\$15.85
Vending Room Manager	\$15.50	\$15.95	\$16.35	\$16.85

Over scale employees, if any, shall receive the same cents per hour increase.

The Lead Cook rate in Concessions will be paid to the employee assigned as Lead Cook at any location with a fryer in use for preparation of menu items.

When a Concessions stand lead or a Vending Room Manager is required to be responsible for both inventory and cash, he/she shall receive an additional \$1.50 per hour. This additional pay shall not apply to work at portables.

\*The Employer and Union agree to review the three (3) marked classifications at the end of the season to review the rate for the subsequent years of the contract.

### Commission Schedule

Food & Beverage Vendor \*17% of gross

Food and Beverage Vendors shall be guaranteed a minimum of \$50.00 per vendor, per ticketed event.

Food and Beverage Vendors with at least 400 events in their classification will receive 18% of gross.

Food and Beverage Vendors with at least 800 events in their classification will receive 19% of gross.

Food and Beverage Vendors with at least 1200 events in their classification will receive 19.25% of gross.

Food and Beverage Vendors with at least 1600 events in their classification will receive 19.50% of gross.

## DRUG AND ALCOHOL TESTING POLICY

1. The objective of Levy Restaurants' ("Levy") Drug and Alcohol Testing Policy is to ensure a safe, healthy, and productive workplace for Levy team members.

2. This policy applies to all Levy team members. With the exception of alcohol sales and service made to customers in the normal course of Levy's business, Levy prohibits team member manufacturing, distribution, dispensing, possession, sale, use or trafficking of alcohol or drugs in the workplace or while engaged in company business off company premises. In addition, the unauthorized use, possession, purchase, sale or distribution of prescription drugs or alcohol in the workplace or on company time is prohibited.

3. To carry out this policy, the employer may request or require an employee to undergo drug and alcohol testing: (i) if the employer has a reasonable suspicion that the employee is under the influence of drugs or alcohol; (ii) has violated the employer's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment, provided the work rules are in writing and contained in the employer's written drug and alcohol testing policy; (iii) has sustained a personal injury, as that term is defined in Minnesota Statute section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; (iiii) has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident that causes damage to property that Levy believes is in excess of Five Hundred Dollars (\$500.00) or (iiii) a fatality.

4. A drug and alcohol test shall occur after every Accident that fits the policy definition. Post-Accident testing will never delay any necessary, immediate medical treatment. However, testing should be performed as soon as possible following the Accident. Although faster testing should always be attempted, managers must work to insure that all post-Accident drug and alcohol testing occurs within 8 hours of the Accident. If the test is not administered within this time frame, the supervisor or manager must document why the test did not occur and contact the Vice President/ Director of Human Resources for further instructions. These time limits do not apply if a person involved in an Accident at first refuses medical treatment away from the scene, but later seeks such treatment due to the Accident. In that situation, testing will be commenced promptly upon notice to management that medical treatment has been or will be sought.

5. Team members involved in an Accident will normally be asked to leave work immediately and seek medical attention and/or submit to drug and alcohol

testing. A manager or supervisor may accompany the team member. Time spent traveling to the testing facility and undergoing testing will count as hours worked for purposes of pay and benefits. Levy shall pay all actual, reasonable costs for drug and alcohol testing required by Levy, including reasonable transportation costs.

6. Levy will select a qualified testing facility certified by the National Institute on Drug Abuse ("NIDA") to conduct all drug and alcohol testing.

7. Before any team member is tested, he or she must sign a form consenting to the test. No one will be required to sign the form or to take a drug or alcohol test. However, refusal to sign the form or to take the drug or alcohol test may result in termination of the team member's employment. *For team members under the age of 18, both the team member and a parent/guardian must sign a consent form. It is the responsibility of a team member under the age of 18 to insure that a parent/guardian is available to sign a consent form. The failure of a team member under the age of 18 to have a parent/guardian sign the consent form (either because the parent/guardian does not wish to do so or because a parent/guardian cannot be located promptly following an accident) will be treated as a refusal to test and may result in termination of the team member's employment.*

8. Alcohol testing will be performed by a certified NIDA laboratory using recognized testing methods to determine the percent of alcohol in the blood. It will usually be Breathalyzer, but Levy reserves the right to require a blood or other test. Drug testing will normally be a multiple step urine test. The initial screen should include a split of the sample. A confirmatory test will be performed on any sample producing a positive result. Levy reserves the right to utilize any form of testing that provides the same, or better, level of reliability as a urine test and/or any form of testing when urine testing is not an option. Collection and shipment of all samples must follow a strict chain of custody procedure. If the chain of custody is broken, the test must be considered void.

9. Having the presence of alcohol, an illegal drug, or a drug metabolite in an individual's system (as determined by appropriate testing of a specimen) that is equal to or greater than the confirmation test levels specified below (Attachment A) shall be considered a positive test.

10. Before or promptly after being tested, a team member must confidentially report to the testing agency his or her use of prescription or non-prescription medications. Such reporting, however, may not delay or prevent the timely and accurate testing of such individual. Information as to authorized prescription medications, as well as non-abusive use of non-prescription medications, will not be released to Levy.

11. Any person who receives a positive result may obtain a copy of the report (subject to the testing facility's policies and procedures) and may submit written documentation to Levy to explain the positive result. Furthermore, any team



member receiving a positive result may request, at his or her own expense, a retest of the original sample.

12. A confirmed positive test result, providing an altered urine sample, or interfering in any way to affect the validity of a drug/alcohol testing sample may result in termination of a team member's employment, even for a first offense. A negative test will not insulate a team member from discipline arising from underlying conduct, misconduct, or poor performance.

13. Levy strongly encourages any team member with a drug or alcohol problem to voluntarily seek assistance from an outside professional immediately, before it has affected his or her job, safety, health, or the safety of his or her co-workers. Seeking prior assistance, however, will not insulate a team member from discipline if facts indicating a violation of this Policy exist separate from the seeking of assistance.

14. Levy reserves the right to inspect, without notice, any desk, office, or work area on Company property, or any company-supplied motor vehicle or motor vehicle being used for company purposes, briefcase, locker, purse, lunch box, package, or other item, brought into or taken from Company property.

15. This policy will be administered in a confidential manner, to the extent reasonable. The fact that a drug or alcohol test or property search was conducted and the results of the test or search, including disciplinary action (if any), will only be discussed or disseminated on a need-to-know basis.

## **SIDE LETTER REGARDING CREATION OF NEW “RETAIL” DEPARTMENT CLASSIFICATIONS AND VENDOR COMMISSION AGREEMENT**

This side letter appends to the collective bargaining agreement between Levy Premium Food Service Limited Partnership and UNITE HERE Local 17 covering Target Center in Minneapolis, MN.

The employer is now managing and operating the Team Retail department at the Target Center. Both parties agree to add the department and classifications as set forth below to the current agreement set to expire on July 31<sup>st</sup>, 2021. New classifications negotiated by the parties under this Side Letter shall be treated as separate classifications for purposes of the exercise of seniority rights.

### Retail

Cashier \$15.00

Warehouse \$15.00

The parties also agree that the yearly increases as set forth in the contract will also apply to the Classifications listed above.

### Retail and Merchandise Classification Seniority:

Retail Seniority – Seniority shall mean continuous length of service with the employer in their primary classification. Classification seniority shall be determined by the employee’s service since the last date of hire or transfer into his/her present classification. Separate seniority lists shall be maintained for each wage scale classification. The updated seniority lists shall be posted no later than January 15<sup>th</sup> and July 15<sup>th</sup>.

Merchandise Vendor Seniority– Seniority shall be based on the cumulative events worked by each employee in their primary classification. The updated seniority lists shall be posted no later than January 15<sup>th</sup> and July 15<sup>th</sup>. Employees moving to a new classification shall be at the bottom of the seniority list or shall be dovetailed into the seniority list based on their cumulative number of events in the new classification if they have such credits.

### Merchandise Commission Split:

89/11 split or greater	6%
90/10 split or less	4%