

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**LEVY PREMIUM FOODSERVICE LIMITED  
PARTNERSHIP**

**For the employees within the Catering/Premium and  
Concession units and**

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

**August 1, 2022 through July 31, 2026**

## **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 mealtimes 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 Xcel Energy Center, St Paul, Minnesota, but excluding supervisors and Office/ Clerical employees. It is understood and agreed that no person or agency other than the Union shall be dealt with or recognized for bargaining in regard to wages, hours and working conditions of persons so employed.

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 per event dues 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, including any work performed by casual labor employees, including temporary workers from temp agencies, in any existing covered job classification. 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 (20<sup>th</sup>) 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 a written or electronic application form completed by the Employee authorizing the Employer to take dues deductions. 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, defend, and save the Employer harmless against any and all claims, demands, suits, or other terms of liability that may arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

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

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

#### **ARTICLE 4** **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, 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 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**

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.

## **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 Statement of Wages - The Employer agrees if requested, to furnish to each employee, at the time of payment of wages, an itemized statement in writing showing gross wages paid and all deductions from such wages.

8.4 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 their 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.

8.5 Overtime – Employees shall receive overtime pay at one and one half (1½) times their hourly rate for all hours worked in excess of forty (40) in a work week.

8.6 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.

8.7 No Pyramiding – There shall be no pyramiding of overtime pay under this Article or any

other articles contained in this contract.

8.8 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.

8.9 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.

8.10 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 their 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 their 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.

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

## **ARTICLE 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 (TBD).

- a. The meal shall be wholesome and balanced. The meal shall include at least one (1) entrée, one (1) salad or vegetable, one (1) starch and one (1) beverage.
- b. When family meal is not offered to Employees during a shift, each employee shall receive a voucher to be used to purchase their employee meal. Employees shall be able to use the voucher in any stand that is open for business during the event.



- c. 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. Employees are required to take their breaks in their entirety. The Employer will ensure proper coverage so employees can take their break.
- d. 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).
- e. 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, Timekeeping QR code card, POS card (where applicable) 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 and laundered by the Employer without cost to the employee.

10.2 Warehouse - Warehouse employees will be provided two (2) shirts.

10.3 Concessions – Concessions employees will be provided two (2) shirts at the beginning of each season. All new employees will be provided one (1) shirt and will be issued a second shirt at the completion of their probationary period at their request.

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 may also be issued one (1) tie and one (1) apron depending on classification. Employees will be responsible for the laundering of such shirts, tie, and apron. The employee shall be held responsible for the ten-dollar (\$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 five (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 their present classification. Separate seniority lists shall be maintained for each wage scale classification. The updated seniority lists shall be posted no later than January 15<sup>th</sup> and July 15<sup>th</sup>.

Premium Employees shall be classified as either Regular or Ranked Employees.

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 their 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 ten (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 they:

- Voluntarily quits, or
- Is discharged for just cause, or
- Has not worked or provided availability for a period of three (3) 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 three hundred and sixty-five (365) day period, will result in termination.

11.7 Definition – Regular employees - shall be those employees who hold seniority in their primary job classification on the regular lists and who will have full availability for work.

The employer will determine the number of regular positions that will be available in each job classification and may adjust the number of regular positions from time to time based on business conditions.

11.8 Definition – Ranked employees - shall be those employees who hold a ranking in their primary job classification.

11.9 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.

11.10 Group Sales and Premium Pop-Up Events – Group sales and premium pop-up events will be filled with Regular employees first and then offered via email & telephone on Monday for the scheduling period starting on Saturday, twelve (12) days later. Ranked employees must respond with their availability by Wednesday at 4 pm. Confirmation of ranked employees will be completed Thursday by 5 pm. Events booked and changes to existing events within forty-eight (48) hours or less will be offered using the seniority lists on a first come, first serve basis.

11.11 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.

11.12 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.

11.13 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.

11.14 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.

11.15 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.

11.16 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.

Regular employees will be allowed to request five (5) unpaid "personal" days annually with at least two (2) weeks' notice. Personal days cannot be used to work for another employer. Requests for a personal day off will not be honored on event days, which require thirty (30) or more Attendants and seven (7) or more Bartenders when those event days are identified and posted at least two (2) weeks prior to the day of the event.

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 the criteria used as 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.

**11.17 Ranked Employees** - Ranked employees shall be offered available work hours and functions based on their rank within their primary classifications.

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

**11.18 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.

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.

**11.19 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 concession's 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 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 Company 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.

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.

12.2 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 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 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. 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.

12.6 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 unbefitting 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 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.

13.3 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 their time.

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 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.

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

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**

### **VACATION**

14.1 Vacation Program Eligibility - To be eligible for the vacation benefit employees must:

- Hold "regular" status with the company for twelve (12) consecutive months.
- Be currently employed at "regular" status.

14.2 Vacation Hours Available for Use - Vacation hours will become available for use upon meeting the requirements above, and are calculated as follows:

<u>*Years of Consecutive Service*</u>	<u>Vacation Earned</u>	<u>Calculation Method</u>
1-4 Years	Up to 1 Week	Total worked hours (maximum of 2,080) in the previous 12 months divided by 45 weeks.
5+ Years	Up to 2 Weeks	Total worked hours (maximum of 2,080) in the previous 12 months divided by 45 weeks, multiplied by 2.
10+ Years	Up to 3 Weeks	Total worked hours (maximum of 2,080) in the previous 12 months divided by 45 weeks, multiplied by 3.
15+ Years	Up to 4 Weeks	Total worked hours (maximum of 2,080) in the previous 12 months divided by 45 weeks, multiplied by 4.

\*Regular Status Employees Only

14.3 Vacation Pay Rate – Upon taking approved vacation time, employees shall be paid vacation pay at the average hourly rate of pay earned on regular hours worked in the qualifying period and is calculated as follows:

Catering Employees will be paid as follows:

8/1/22 - \$23.00 per hour  
 8/1/23 - \$23.45 per hour  
 8/1/24 - \$23.90 per hour  
 8/1/25 - \$24.40 per hour

All other Employees will be paid at their regular rate of pay per hour

14.4 Scheduling and Requesting Vacation -

- Vacation requests will be granted based on the organization's ability to honor the request, while continuing to maintain guest service levels.

- Regular employees must submit all vacation requests in writing to the appropriate department manager no earlier than four (4) weeks prior to the requested vacation date and no later than two (2) weeks prior to the requested vacation date.
- Vacation requests received will be granted by seniority on a first come first served basis.
- The department manager will notify the employee of the status of their vacation request within five (5) days of receiving the request.
- No vacation time will be granted in the month of March or during Hockey Playoffs, unless approved by the Director of Operations.
- Once a request for vacation has been approved by the employer, the vacation dates shall not be changed unless by mutual consent by the employer and the employee.
- Employees will be required to utilize all but thirty (30) hours of vacation during FMLA leaves.
- Employees cannot work during vacation for double pay.

14.5 No Year End Cash-Out and Carryover – Any available/accrued vacation hours remaining unused on the employee's next regular status anniversary date are forfeited and may not be carried over and will not be paid out.

14.6 Vacation Pay Upon Termination - Terminated employees who have accrued vacation pay shall receive such vacation pay provided they:

- Give the Employer two (2) weeks written notice of their intent to quit.
- Work all scheduled shifts and hours during the two (2) weeks preceding their last day of employment.
- Return all Company issued property.
- Employees who are terminated for just cause, fail to give the Employer two (2) weeks written notice of their intent to quit, fail to work all scheduled hours during the two (2) weeks preceding their last day of employment (unless work is missed due to a verified medical or emergency situation) or fail to return all Company issued property, shall forfeit their vacation pay.

## **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 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.

15.2 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.

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 their 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 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.

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

## **ARTICLE 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	New Year's Eve Day
Easter Sunday	Juneteenth
Labor Day	Thanksgiving
Christmas Day	

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

## **ARTICLE 17**

### **ATTENDANCE**

17.1 Attendance - All non-probationary employees with the exception of all positions in Suites (Supervisors / Runners / Attendants / Cashiers / Dessert Cart), Ranked Employees as referred to in 11.17, and Catering Supervisors and Attendants may miss the following number of scheduled days each July 1 to June 30 ("year") without penalty:

First Year	3 days
2nd through 4th year	4 days
5th through 9th year	5 days
10th through 14 <sup>th</sup> year	6 days
15 years+	8 days

17.2 Additional Missed Days - After an employee has missed the above specified number of days in the year, discipline will be issued as follows:

1st day missed	Verbal Warning
2nd day missed	Written Warning
3rd day missed	Final Written Warning
4th day missed	Termination of Employment

17.3 Approved Misses - Events missed for approved leaves of absence, approved requests off from work which have been excused by the employee's supervisor, or use of Sick and Safe Time will not count as an absence under this policy.

## **ARTICLE 18**

### **HEALTH AND WELFARE**

18.1 Trust Language - Employer agrees to contribute for each eligible Regular Status employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged, or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10 am on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

**18.2 General Provisions** - The Employer agrees to commence contributions for all eligible Regular Status (as defined in Section 11.7 of this Agreement) employees upon the earlier of (a) the first of the month following ninety (90) days of employment or (b) completion of one thousand (1,000) hours of service. An eligible Regular Status employee is one who regularly works seventy-five (75) hours or more per month (measured on a three-month rolling average).

**18.3 Monthly Contributions** - The Employer shall contribute the sums stated below for each eligible Regular Status employee.

Gold Plus Medical – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/22	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/23	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/24	To be determined			

Dental HMO - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/22	\$15.68	\$38.70	\$37.36	\$53.77
1/1/23	\$15.68	\$38.70	\$37.36	\$53.77
1/1/24	To be determined			

Basic Vision – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/22	\$3.34	\$7.13	\$5.58	\$9.90
1/1/23	\$3.34	\$7.13	\$5.58	\$9.90
1/1/24	To be determined			



Short Term Disability (\$200/ up to 26 weeks) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
1/1/22	\$9.83
1/1/23	\$9.83
1/1/24	To be determined

The Employer agrees to contribute the contribution rates necessary for the above-mentioned options, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

18.4 Employee Co-Premiums - Bundled employee co-premium for Single Gold Plus Medical/Dental HMO/Basic Vision: employees must pay \$59.73 on a bi-weekly basis (or any subsequent amount as required by the Trust), through authorized payroll deduction. Dependent Health Care will cost the Regular Status employee the difference between what the Employer would pay for single coverage and the full cost for the level of dependent coverage selected.

The Employer will deduct the amounts listed above of said coverage contributions from employees' paychecks on a bi-weekly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

18.5 Enrollment - For employees hired after the effective date of this agreement, or who become eligible to enroll in the FSP II after the effective date of this agreement, the Employer shall make available a computer for employees to use during such employee's enrollment period to electronically enroll in FSP II.

## ARTICLE 19

### SUCCESSORS AND ASSIGNS

19.1 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 20**  
**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 12th, day of September, 2022.

**LEVY PREMIUM FOODSERVICE  
LIMITED PARTNERSHIP**

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

Robert Ellis, Levy  
President of its General Partner

**UNITE HERE LOCAL 17**

By: Christa Sarrack  
Christa Sarrack, Local 17  
President

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

	<u>8/1/2022</u>	<u>8/1/2023</u>	<u>8/1/2024</u>	<u>8/1/2025</u>
Regular Suite/Catering Attendant	Min. Wage			
Suite/Catering Attendant	Min. Wage			
Regular Suite/Catering Supervisor	\$15.50	\$15.95	\$16.40	\$16.90
Suite/Catering Supervisor	\$15.20	\$15.65	\$16.10	\$16.60
Suite Cashier	Min. Wage			
Catering/Suite Runner	Min. Wage			
Catering Houseman	\$16.65	\$17.10	\$17.55	\$18.05
Stand Worker	\$15.10	Min. Wage		
Restaurant Host	\$15.50	\$15.95	\$16.40	\$16.90
Restaurant Server	Min. Wage			
Restaurant Busser	Min. Wage			
In-Seat Server	Min. Wage			
In-Seat Runner	\$15.65	\$16.10	\$16.55	\$17.05
In-Seat Bartender	\$18.75	\$19.20	\$19.65	\$20.15
Premium Bartender	Min. Wage			
Barback	Min. Wage			
Lead Cook	\$20.50	\$20.95	\$21.40	\$21.90
Cook	\$18.50	\$18.95	\$19.40	\$19.90
Steward	\$17.50	\$17.95	\$18.40	\$18.90
Prep/Pantry/Utility Worker	\$16.50	\$16.95	\$17.40	\$17.90
Dishwasher	\$16.00	\$16.45	\$16.90	\$17.40
Cashier	\$15.10	Min. Wage		
Concessions Prep	Min. Wage			
Concessions Cook	Min. Wage			
Stand Lead	\$16.60	\$16.60	\$16.60	\$16.60
Assistant Stand Lead	\$15.60	\$15.60	\$15.60	\$15.60
Concessions Bartender	Min. Wage			
Server	Min. Wage			
Runner	\$15.50	\$15.95	\$16.40	\$16.90
Laundry/ Uniform Attendant	\$16.50	\$16.95	\$17.40	\$17.90
Vending Room Lead	\$17.50	\$17.95	\$18.40	\$18.90
Distribution Worker	\$17.50	\$17.95	\$18.40	\$18.90
Lead Distribution Worker	\$18.50	\$18.95	\$19.40	\$19.90

Over scale employees 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, they shall receive an additional one dollar and fifty cents (\$1.50) per hour. This additional pay shall not apply to work at portables.

For catering supervisors only - Should the minimum wage increase, both catering supervisor classifications will maintain the current differential.

All non-tipped employees (Lead Cook, Cook, Steward, Prep/Pantry/Utility Worker Dishwasher, Vending Room Lead, Lead Distribution Worker, Distribution Worker, and Laundry/ Uniform Attendant) who work more than eighty percent (80%) of the events from September 1 of each year through May 31<sup>st</sup> of each year and remain employed through May 31<sup>st</sup> of each year on staff the entire hockey season shall receive a five-hundred-dollar (\$500.00) end of the season bonus. Such bonus shall be paid within fourteen (14) days of the final hockey game.

### **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.

#### **Merchandise Vendor**

Merchandise Vendors shall be guaranteed a minimum of \$50.00 per vendor, per ticketed event. Merchandise vendors who are not available for the entire selling time, shall not be entitled to full commission.

Concerts: 6% of gross (less sales tax), split (all events)

4% of gross (less sales tax), split (where Xcel Center receives a 90/10 split)

The Commission percentage for any new professional team sport which posts a home schedule at the Xcel Center shall be subject to discussion between the Company and the Union.

## **APPENDIX B**

### **SERVICE CHARGE AND GRATUITY DISTRIBUTION**

In addition to their base wage rates, all Catering/Suite Supervisors, Catering/Suite Attendants, Suite Cashiers and Suite/Catering Runners, Premium Bartenders and Barbacs shall receive a portion of the service charges generated by hosted catered functions at Xcel Energy Center and 317 on Rice Park. The applicable service charges generated will be separated between catered food functions and catered beverage functions and distributed accordingly. The service charge shall be pooled daily and paid biweekly based on hours worked.

Bartender/Barback Pool hours- the hours shall be calculated from the time the function starts plus thirty (30) additional minutes after the end time.

The total service charge is 22%. If the total service charge goes above 22%, 50% of the increase will be added to the employee portion of the service charge below. Any further increases in service charge shall be negotiated with the Union.

#### **Service Charge Distribution Schedule**

8/1/2022 – 15.50%

8/1/2023– 15.50%

8/1/2024 – 15.75%

8/1/2025 – 16.00%

Service charge will be paid on the guaranteed number or any number of guests served above the guaranteed number.

Employees in training will not participate in the service charge distribution until the completion of training.

Adjustments to supplement the service charge pool will be calculated and entered into the pool based upon the current average over the past six (6) months.

Cash Food and Beverage functions such as cash bars, cash bottled wine sales, and all other cash events which do not generate a service charge are not included in the daily calculation of service charge distribution. Adjustments to supplement the service charge distribution will be calculated and entered into the pool based upon the current average over the past six (6) months.

### **GRATUITIES**

Gratuities received by the employer, in addition to the service charge, in the form of cash, check, credit card or add on to a direct bill shall be distributed equitably to all employees working the particular function in which the gratuity was generated. In the case where gratuities are received directly by the employee, they are to be reminded of industry standards in regard to tipping support positions.

### **SERVICE CHARGE REIMBURSEMENT**

Employees shall reimburse the Employer for service charges or gratuities that are paid out to the employee by the employer if, a calculation error was made in the service charge or gratuity distribution, or failure of the employee to properly collect and close out a guest check making it impossible for the employer to collect the funds due, or a patron later disputes the gratuity paid to the employees.

### **SERVICE CHARGE REVIEW**

Two (2) appointed service employees will be allowed to review the service charge distribution on a bi-weekly basis.

**APPENDIX C**  
**Memorandum of Understanding on**  
**PREMIUM EVENT ATTENDANCE INCENTIVE**  
**Culinary, Concessions and Warehouse**

This Memorandum of Understanding ("MOU") is entered into by and between the Levy Premium Foodservice Limited Partnership (hereinafter referred to as the "Employer") and UNITE HERE Local 17 (hereinafter referred to as the "Union") in reference to the Premium Event Attendance Incentive. The parties agree as follows:

Premium Event Incentive Program is available to the following departments, Culinary including Stewarding, Concessions and Warehouse excluding bartenders, servers, retail, and F&B vendors.

(a) Prior to sending the monthly availability calendar each month, the Employer will identify and mark the events which will be considered "Premium" for that given month.

(b) When an employee is scheduled and works all events considered "Premium" in any given month, they will receive an additional payment of fifteen dollars (\$15.00) per event on the pay period following the last pay period of the month.

(c) Should the employer identify ten (10) or more "Premium" events in any given month, the employee must work at least eighty percent (80%) of the events to qualify for this incentive pay.

The Employer and the Union agree that the attendance incentive may be subject to regular review to ensure that it is accomplishing the goal of incentivizing and rewarding attendance. This review also includes the right to eliminate any such incentive. The Employer also reserves the right to increase the incentive for particular events and will give the union advance notice when proposing to do so.

Example 1 –The Employer identifies seven (7) "Premium" events in the month of December and an employee is scheduled and works all seven (7) events, the employee will receive an additional One-Hundred and Five (\$105.00) dollars (7 x \$15.00) on the pay period following the last pay period of the month.

Example 2 – The Employer identifies seven (7) "Premium" events in the month of December, an employee who is only scheduled to work six (6) of the seven (7) events and works all six (6), they will receive an additional ninety (\$90.00) dollars on the pay period following the last pay period of the month.

Example 3 – The Employer identifies seven (7) "Premium" events in the month of December and an employee is scheduled to work all seven (7) events but only works five (5) of these events, they will not qualify for the incentive for that month.

Example 4 - Should ten (10) "Premium" events be identified in the month of December; an employee will be required to be scheduled and work at least eight

(8) of the ten (10) to qualify for the incentive and will receive fifteen (\$15.00) for each events worked.

**APPENDIX D**  
**SIDE LETTER**

**Temporary Agency Workers-Event Fees**

Per Event dues for temporary agency workers as listed in Article 3 above shall not apply if the temporary agency prohibits the deduction of such per event dues.



## **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, they 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 their 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 their 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 their job, safety, health, or the safety of their 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.