

# **AGREEMENT**

**Between**

**Minnesota Sportservice, LLC**

**And**

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

**For the employees at**

**Target Field  
MINNEAPOLIS, MINNESOTA**

**February 1, 2018 through January 31, 2021**

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## AGREEMENT

This AGREEMENT is made and entered into by and between Minnesota Sportservice (hereinafter referred to as the "Employer") doing business at Target Field Minneapolis, UNITE HERE Local 17 AFLCIO, (hereinafter referred to as the "Union").

## WITNESSETH

WHEREAS it is the desire and intention of the parties to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and equitable disposition of grievances, to maintain fair wages, hours and other working conditions, continuous employment to prevent strikes and lockouts, and to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its employees;

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

### ARTICLE 1 RECOGNITION

Section 1 – The Employer recognizes the Union as the exclusive bargaining agent for all vendors, including sports novelty vendors and publication vendors, standworkers, distribution workers, vendor preps, stand Leads, assistant stand leads, Suite Attendants, Suite Runners, Suite Dessert Cart, Suite Bartenders, Concessions Bartenders, Dish Washers, and Suite Cooks at the Target Field, but excluding Supervisors, Office-Clerical employees, and all other employees including guards as defined in the National Labor Relations Act, for the purpose of collective bargaining with respect to rates of pay, commissions, hours of employment, working conditions and all other matters pertaining to the workers' relations with the Employer.

### ARTICLE 2 UNION SECURITY AND CHECK-OFF

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

Section 2 – The Employer agrees to deduct Union work permit fees per appearance or applicable union dues from each employee, to be remitted to the Union each month. The Employer shall request an individually signed authorization for said work permit fees or applicable dues deductions from each employee at the time of hire. Forms for said authorization shall be furnished by the Union.

Section 3 – The Union will notify the Employer in writing in the event that an employee becomes ten (10) days delinquent in his or her payment of the work permit fee. In the event that

the delinquency is not paid within ten (10) days after such notice, the employee will be terminated from employment at the end of said period and shall not be reinstated until all delinquencies accrued during employment are paid.

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

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

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

**UNITE HERE TIP Campaign Committee: GIVING WORKERS A VOICE!**

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

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

ARTICLE 3  
**MANAGEMENT PREROGATIVES**

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

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

Section 2 – The exclusive rights of management shall include, but are not limited to its rights to determine policies, practices and procedures for the conduct of the business, hiring and

assignment of work, duties, scheduling of work hours and the establishment of reasonable Company rules and their enforcement.

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

#### ARTICLE 4 UNION ACTIVITY

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

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

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

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

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

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

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

#### ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

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

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

**Step 1** – The employee may make an attempt to take up the matter with her/his supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward Assist her/him with Step 1, if she/he so desires.

**Step 2** – If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within seven (7) calendar day from the date on which the incident which gave rise to the grievance occurred or when the grievant became aware of the specific counseling/situation, file a written grievance with the Human Resources Manager; provided however, the seven (7) calendar days requirement and the written grievance requirement may be waived by mutual written agreement.

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

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

**Section 2 - Effect of Failure to Appeal.** Any grievance not appealed to a succeeding step within the time limits specified shall be deemed abandoned and not entitled to further consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced. **Section 3 – Arbitration Procedure.** If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate within fourteen (14) calendar days after the Employer or the Union has made its final written answer as provided in Step 3 (unless the Employer and the Union mutually agree in writing to extend the time limit), in which event the grievance shall be arbitrated according to the following procedure:

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

satisfactory; to a maximum of three (3) lists. The Parties may select an Arbitrator by other means, if such other method of selection is confirmed by a written stipulation.

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

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

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

Section 5 – Arbitrator Limitations. The Arbitrator shall not have the power to add to, ignore, amend or modify any of the terms, conditions or sections of this Agreement. 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 her/his judgment for that of the Parties in the exercise of rights granted or retained by this Agreement.

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

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

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

## ARTICLE 6 DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

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

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

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

## ARTICLE 7 SENIORITY



Section 1 – It is agreed that the Employer does recognize seniority rights of employees in their respective classifications as to tenure of employment and recall provided, however, that such employees in the opinion of the Company are fully capable of doing the work available.

Section 2 –

a) Seniority for all classifications shall mean the total number of events worked and shall be accumulated from season to season.

b) Seniority for Commissioned Retail Department –

1. There shall be four (4) seniority lists for the department consisting of:

A) All Commissioned Vendors:

Stand Leads, Stand Assistants, Publications

B) Retail Warehouse Workers

2. Seniority for Commissioned retail workers shall accumulate from season to season provided the employee works at least seventy-five (75%) of all Twins Games which he/she was given the opportunity to work during the previous calendar year. Weekend commissioned retail workers shall not be required to slot in as program/publication vendors for maintenance of their seniority percentages. However, program/publication events worked shall count toward seniority ranking. Program Vendors will need to work at least fifty percent (50%) of Twins games in order to accumulate seniority from season to season.

3. Seniority for Retail Warehouse Workers shall be the total number of days actually worked since their date of hire in the Department.

4. All Commissioned Retail Workers shall be allowed up to six (6) excused absences per season without loss of seniority.

5. Seniority for Food and Beverage Vendors

There shall be two (2) lists for Food and Beverage Vendors consisting of Vendors classified as Tier 1 Vendors or Tier 2 Vendors.

**Tier 1 Vendors**

Tier 1 Vendors shall be those who worked as Vendors at the Metrodome prior to 2010 and started at Target Field as Vendors in April, 2010 and who have, as of the date of this contract, not missed more than six (6) major league baseball games in any one season at Target Field (with exceptions of games missed for medical, workman's comp, and shared vendor policy with Target Center).

Tier 1 Vendors maintain their current seniority position relative to other Tier 1 Vendors as long as they remain in Tier 1.

Tier 1 Vendors may miss up to 7 major league baseball games that they are scheduled for per ranking period without losing Tier 1 status (with exceptions of games missed for leaves of absence, medical leaves, workman's comp, and company offered work waiver or shared vendor policy with Target Center). Vendors may miss an additional two (2) in accordance with 2018 agreement.

Upon missing more than 7 (or 9 in accordance with the 2018 policy), major league baseball games that they are scheduled for in a given ranking period (with the exceptions noted above), a Tier 1 Vendor will lose their Tier 1 status and be placed in ranked order in Tier 2 based upon the total number of major league baseball games they have worked at Target Field, and will be subject to all Tier 2 policies. \*\* The loss of Tier 1 status will occur at the beginning of the next ranking period.

Once a Tier 1 Vendor loses Tier 1 status, they will remain in Tier 2 and cannot regain Tier 1 status.

## **Tier 2 Vendors**

Tier 2 Vendors are all other vendors that do not meet all of the definitions of Tier 1 Vendors as described above.

Tier 2 Vendors are ranked purely by the total number of total major league baseball games worked as a Vendor at Target Field.

Tier 2 Vendors who have the same total number of major league baseball games worked at Target Field (and therefore are tied in event count) will have their order determined first by their previous relative ranking order to each other (the vendor who was ranked higher in the previous ranking period will remain ahead of the vendor who has now tied them). All other ties shall be broken by the last four digits of their social security numbers, lowest to highest.

6. For purposes of calculating the above maintenance of seniority, any employee who has been granted a leave of absence is not considered available or scheduled to work during his/her leave of absence.
7. Seniority lists shall be updated two (2) times each year, on March 1<sup>st</sup> and the Baseball All-Star break and posted outside the merchandise warehouse.

## **Section 3 – Probationary Period.**

- a) Any new employee, except distribution workers, shall be employed on a twenty (20) event trial or probationary basis during which time he/she may be discharged without recourse. After the trial period, he/she shall be placed on the seniority list and

his/her seniority shall then date from the first day of her/his current period of employment.

b) Any new distribution worker shall be employed for a twenty-five (25) working day (not calendar day), probationary basis during which time he/she may be discharged without recourse. After the trial period, he/she shall be placed on the seniority list and his/her seniority shall then date from the first day of his/her current period of employment.

Section 4 – Areas of Seniority. It is hereby agreed by the Employer and the Union that the Employer shall and hereby does recognize seniority in all respects in the following fields:

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

Section 5 – Scheduling of Stand Attendant. The Company will place the top five (5) senior Concession Stand Workers (according to the then current seniority list) in each classification (Cook, Stand Attendant, Utility, and Concession Bar) into stands based upon their preference as indicated on their monthly calendar and prior to assigning any stand to NPOs.

For Stand Leads who have completed their probationary period and who are present at reporting time, the Company will place these employees into stands based upon their preference as indicated on the Stand Assignment Sheets and prior to assigning any stand to NPOs.

\*Employees may change their stand preference order once each calendar quarter.

a) The seniority of the vendors shall be that seniority ranking system mutually agreed upon by the parties.

b) Vendors Scheduling. It is understood by all parties that the Employer currently has a system of scheduling vendors by their seniority ranking which ranks them according to frequency of attendance of ticketed events. Such seniority will be review in the beginning of the season. Vendor scheduling rules and regulations shall be posted on the vending bulletin board and made available to all vendors.

Section 6 - Scheduling Confirmation and Call In. Any employee who does not wish to work a particular event shall inform his/her supervisor at least three (3) days prior to the scheduled report time for the event that he/she does not wish to work. Any employee who gives such notice to his/her supervisor will be placed on the bottom of the seniority list for the event. Except in cases of emergency as defined in the Attendance policy, any employee who is unable to report at the time he/she is scheduled to work shall inform his/her supervisor at least four (4) hours prior to the scheduled report time.

Section 7 – Permanent Transfer to a New Classification.

a) Notification of Openings. If vacancies occur in classifications covered by this Agreement the Employer shall notify all employees of these vacancies by posting

vacancies on a visible employee bulletin board for a period of at least four (4) event days or one (1) calendar week, whichever is less.

b) Factors of Consideration. In the event that more employees apply for the vacancies than there are openings the Employer will take into consideration both seniority and ability in determining which employee shall be awarded the positions. In considering the factor of ability, the capabilities to satisfactorily perform the job in question shall normally be qualifying. When it is determined that several candidates have qualifying abilities to perform the job, the position shall be awarded to the qualified bidder with the highest seniority number (total number of events worked for concessions, vending, and Suite employees, or total number of days worked for distribution employees). In the case of an opening in the classification of Concession Stand Lead, however, current Concession Stand Attendants will be given first consideration for the position before workers from other classifications or new hires.

c) Seniority Ranking After Transfer. Employees who permanently transfer to a new classification shall be placed on the bottom of the seniority list of their new classification, starting with a seniority number of zero (0) events or days worked. The only exception to this rule will be in the case of Concession Stand Workers who change to Concession Stand Leads, or vice versa. Concession Stand Attendants and Leads will be ranked on the same seniority list and a switch from Attendant to Lead, or from manager to worker, shall not affect the employee's seniority number.

Section 8 – Commissioned Classification (Vending). The Employer and the Union agree that there shall be two (2) separate commissioned classifications, with separate seniority lists. One classification shall be Food and Beverage Vendors, and the other shall be Commissioned Retail Workers. Food and Beverage Vendors will receive first priority for vending food and beverages at all events. Commissioned Retail Workers will have first priority selling novelties and publications at all events that DNC is hired for retail.

Section 9 – It is agreed that Minnesota Sportservice will schedule all union workers, as defined under Article 1, for any events, shifts, holidays and scheduled overtime work before any non—union workers are scheduled, provided they have signed up and have verified by the verification date posted. Non-union workers are to include, but not limited to, any temporary workers or members from any nonprofit organization.

a) Available work will be offered first to the most senior employee in the classification. The Company shall offer any additional work to employees in other classifications who have indicated in writing their desire to work, and are qualified as determined by management in another classification prior to the Company using temporary employees. Hourly employees (not vendors) whose profile is maintained at the Target Field will be provided work opportunities before employees whose profile is maintained elsewhere.

b) Scheduled overtime will be offered to the most senior employee(s) in the classification when other employees in the classification are unavailable at the straight time hourly rate. Unscheduled overtime shall be at the Employer's discretion with regard

to operational needs. Hourly employees (not vendors) whose profile is maintained at the Target Field will be provided overtime opportunities before employees whose profile is maintained elsewhere.

Section 10 – Time lost due to a worker's compensation injury or other work-related illness or injury shall not affect seniority. Credit for events missed (for which the employee would have been eligible to work if not on leave) shall be determined by a pro-rated percentage based on the employee's attendance during the 365 days preceding the illness or injury.

## ARTICLE 8 COMMISSIONED RETAIL WORKERS

### Section 1 – Definitions:

- a) Commission Vendors shall be defined as employees of Minnesota Sportservice Retail Department selling merchandise at Minnesota Twins baseball games including, but not limited to, fan fests, spring training games, regular season games, post-season games and minor league games, where Minnesota Sportservice has or can acquire said rights.
- b) Lead Commissioned Retail Worker shall be defined as the lead person selling merchandise and/or publications at a stand or cart.
- c) Publication Vendor shall be defined as a Commissioned Retail Worker who sells programs, scorecards, yearbooks, media guides, or other publications. Publication Vendors may be used to fill in at one of the other commissioned vendor positions when a temporary opening occurs. Rules for substitution for publication vendors are defined in other sections of this Article.
- d) Assistant Commissioned Retail Worker shall be defined as a person who assists a Lead at a stand or cart.

### Section 2 – Inventory Control.

- a) Daily Inventory. Each novelty vendor is expected to take a complete beginning and ending inventory of their stand/cart every event.
- b) End of Event Check-Out. At the end of each game, novelty vendors inventory their stand/cart and complete the stand inventory sheets. A novelty supervisor double checks the inventory extensions, sales per inventory, cash turned in and any overage/shortage, calculates commissions and notes each on the stand inventory sheet.
- c) Overages/Shortages.
  - 1. Overages and shortages are calculated on a daily basis. Daily averages and shortages are netted against each other until the end of the pay period. At the end of the pay period, Merchandise Vendors are paid through payroll Merchandise workers who have net shortages in excess of their earnings in

the final payroll period of the baseball season must repay said shortages to the Company within twenty-four (24) hours after they receive notification of such shortage. Failure to do so may result in termination.

2. Commissioned Retail Worker shall not be responsible for merchandise lost due to theft when the vendor is not at work, provided the incident is reported to management immediately after the beginning inventory has been taken and prior to any sales being made.

d) Carryover of Inventory Counts. Opening inventory figures are carried forward from the previous games ending inventory count. Opening inventory figures don't change unless different Commissioned Retail Workers are working a stand/cart. Any beginning inventory changes must be reported and verified by a supervisor. The previous game's ending inventory is then changed, and commissions are adjusted accordingly.

e) Employer's Right to Inventory Merchandise: The Employer reserves the right to conduct inventory reviews at its discretion in the presence of the lead novelty vendor and must verify all ending counts at each stand/cart with the lead Commissioned Retail Worker of that stand/cart.

### Section 3 – Selection of -Commissioned Retail Worker Positions and Sales Locations.

a) At the beginning of each season, the Employer shall list the locations to be used for the sale of merchandise, the approximate number of games each location may be utilized in the coming season and the number of Publication Vendor positions available for the coming season. Selections of positions and sales locations for Lead and Assistant Commissioned Retail Workers shall be made at the beginning of each season in order of seniority by department vendors. After all the Lead and Assistant Commissioned Retail Worker positions are filled, all remaining Commissioned Retail Worker will slot into the Publication Vendor list in order of seniority and may sell publications when they are not scheduled to work selling merchandise. For each event, the Employer will determine which sales locations require one or two positions and will schedule assistant Commissioned Retail Workers according to the seniority provisions of this Agreement.

b) In case of ties in seniority, the tiebreaker shall be based on events worked.

c) 1. In the event a new novelty sales location(s) is created during the season, and this new location will be used on a regular basis for the remainder of the season, including post season, the new location, and Lead and Assistant positions shall be offered first to all Commissioned Retail Workers, including Publication Vendors, in order of seniority; second to Retail store workers in order of seniority; and third to hourly classification employees in order of seniority.

2. In the event a temporary merchandise sales location is created during the season, including post season, the new location shall be offered first to Commissioned Retail Workers in order of seniority, second to Publication

Vendors in order of seniority, third to Retail store workers in order of seniority and fourth to hourly classification employees in order of seniority.

Temporary, as used above, shall be defined as a stand or location that is anticipated to be open for less than seven (7) regular season events or that is anticipated to be open only for post season events.

d) For the purpose of temporary substitution, as described in all sections to this Article, Food and Beverage Vendors and hourly classification employees who wish to be considered for merchandise department work must sign up in either February or during the All Star break in conjunction with the seniority list update.

#### Section 4 – Scheduling of Publication Vendors.

a) Sign Up.

- 1) A sign-up sheet for each homestand shall be posted no later than one (1) homestand in advance. The sign-up sheet for each game shall state the minimum number of Publication Vendors needed, publication sales locations to be used, projected attendance and reporting times.
- 2) Employees may sign up to work future games through the last day of the current homestand. Publication Vendors shall be scheduled to work a game according to seniority. Employees may call the office to verify their schedule. If a publication Vendor calls in sick or is unable to work after signing up, the Employer shall call in to work the next Publication Vendor in order of seniority who signed up on the sign up sheet designating their availability to work until the full complement of Publication Vendors needed is reached.
- 3) If there are more Publication Vendors needed in addition to those who signed up to work, this work shall be offered first to Food and Beverage Vendors in order of seniority and second to hourly classification employees in order of seniority who indicated their interest on a stand-by list.

b) Selection of Publication Sales Locations - Publication Vendors shall select sales locations daily in order of seniority. Publication Vendors who report after their scheduled reporting time and after the sales location selection has begun shall select from the remaining publication sales locations.

c) Additional Positions - In the event additional Publication Vendor positions, temporary or permanent, are created before or during the season, including the post—season, the new positions shall be offered first to Food and Beverage Vendors in order of seniority and second to hourly classification employees in order of seniority.

## Section 5 – Scheduling of Lead and Assistant Merchandise Vendors.

- a) Retail Locations – For the Lead and Assistant Merchandise Vendors at locations, it is agreed by both parties that they shall be scheduled to work all home games that location is scheduled to be utilized. The Employer shall notify the Lead and Assistant Merchandise Vendors at least three (3) days prior to the game if their attendance at the game will be optional. Likewise, any Lead or Assistant Vendor who is unable to work shall give the Employer at least three (3) days prior notice, except in the case of illness, injury or other emergency.
- b) Merchandise Vendor Absences – In the case of an absence by any Lead Merchandise Vendor, substitution shall be offered first to the Assistant Vendor scheduled at that location and other Assistant Vendors, second to Publication Vendors in order of seniority, third to -Retail store workers in order of seniority, and fourth to hourly classification employees in order of seniority. For absences of longer than five (5) consecutive scheduled event days, a Lead may, at the manager's discretion, be placed in the stand, based upon Lead seniority.
- c) Assistant Merchandise Vendor Absences – In the case of an absence by any Assistant Merchandise Vendor, substitution shall be offered first to those Assistant Merchandise Vendors who had signed up on the availability list and are not already scheduled, second to Publication Vendors in order or seniority, third to Retail hourly worker in order of seniority and fourth to hourly classification employees in order of seniority.

## ARTICLE 9 LEAVES OF ABSENCE

Section 1 – Leaves of absence without pay for up to one (1) year shall be granted by the Employer for reasons of bona fide illness or disability during which seniority shall not accrue. Written verification of the illness/injury from the attending physician must be provided to the Employer at the onset of any leave and updated periodically as requested.

Section 2 – Personal leaves of absence without pay for reasonable periods of time shall be granted by the Employer for mutually agreed upon reasons between the Employer and the employee during which seniority shall not accrue.

Section 3 – Employees who have completed one (1) year of service shall be granted an unpaid parental leave for up to twelve (12) weeks in connection with the birth or adoption of their child(ren) during which seniority shall not accrue.



ARTICLE 10  
BEREAVEMENT LEAVE

Section 1 – Bereavement Leave - Attendance at a funeral, memorial service or time spent in mourning of an immediate family member for up to three (3) days will not be counted as an attendance infraction. Immediate family, as used herein, shall be defined as; spouse, domestic partner, child, foster or stepchild, mother, father, mother-in-law, father-in-law, sister, brother, grandparent, and grandchild. The Employer may request reasonable proof of the death.

ARTICLE 11  
NON-DISCRIMINATION

Section 1 – The Employer and the Union agree that there shall be no discrimination against any individual with respect to all personnel actions, such as hiring, compensation, or other terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin, disability as defined in the Americans with Disabilities Act or age. The Union and the Employer will also take affirmative action in accordance with federal, state and local legislation.

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

ARTICLE 12  
STRIKES, LOCKOUTS AND WORK STOPPAGES

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

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

ARTICLE 13  
WAGES

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

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

Section 2 – Employees shall not be scheduled to work less than four (4) hours per event or shift. Employees who are scheduled to work an event or shift and subsequently determined by management they are not needed will be paid for four (4) hours of work and are entitled to all provisions of this Agreement for working the event scheduled.

Section 3 – The Employer agrees to pay the employees weekly.

Section 4 – For all non-event training sessions and special meetings required by the Employer, employees shall be paid for a minimum of two (2) hours at their regular hourly rate of pay. If said sessions or meetings last longer than two (2) hours, all employees will be paid at \$8.00 or the current minimum wage, per hour for the actual number of hours which they spent in attendance at the meeting/session.

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

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

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

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

#### ARTICLE 14 OVERTIME PAY

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

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

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

ARTICLE 15  
HOLIDAYS

Section 1 – Holidays are as follows:

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

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

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

ARTICLE 16  
REST AND MEAL PERIODS

Section 1 – Each employee shall receive one (1) twenty (20) minute break during the first five (5) hours of work. A second paid twenty (20) minute break shall be given to all employees after nine (9) hours of work. A third paid twenty (20) minute break shall be given to all employees after thirteen (13) hours of work. Break times will be given as scheduled by supervisor. Management requires all associate to take said break prior to the start of the game or after the 5<sup>th</sup> inning as allowed by management. A break taken outside of these parameters is at the sole discretion of management.

Section 2 – On event days the Company will provide a meal coupon with a face value of six dollars (\$6.00) to employees. Coupons can then be used by employees for two (2) days when working an event at any open concession stand to purchase any food products, except alcoholic beverages.

In order to exchange coupons for food purchases, an employee must present a valid identification badge. No change and no refunds will be made for these meal coupons.

A meal may be provided to Suite workers on game days and to other employees on non-game days.

Section 4 – Employer guarantees all distribution employees a thirty (30) minute unpaid meal period.

ARTICLE 17  
JURY DUTY

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

serving on a Jury, provided that they can show verification that they were serving on a Jury during game time.

## ARTICLE 18 GENERAL PROVISIONS

Section 1 – Employees shall be responsible and accountable for all money and products entrusted in their care. The Company shall provide a secured, locked area and a key for all cash banks.

Section 2 – Required uniforms shall be furnished and maintained by the Employer at no cost to the employee. The initial identification badge and visor will be furnished at no cost to the employee, with a charge assessed for all replacement(s).

Section 3 – The Employer agrees to furnish the Union a seniority list of all employees with their current addresses, phone number and a cumulative total of events worked upon request.

Section 4 – All employees shall be permitted while on duty to wear official Union button and/or the official Union's steward button.

Section 5 – Employees shall be given a 25% discount on all novelty merchandise purchases available a minimum of three (3) times per year at the store which will open on a non-event day or warehouse.

Section 6 – The Employer shall either provide for free or pay for any physical examination(s) required by the Employer of an employee.

Section 7 – 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 this business is dependent upon our mutual respect for one another's work.

## ARTICLE 19 SAVINGS CLAUSE

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

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

## ARTICLE 20 LABOR /MANAGEMENT COMMITTEE

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

ARTICLE 21  
SCOPE OF BARGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each part had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, this shall be conclusive on all subjects or matters for the duration thereof, unless otherwise provided in this Agreement.

ARTICLE 22  
SUCCESSOR CLAUSE

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part hereof is sold, leased, transferred or taken away by sale, transfer, lease arrangement, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than sixty (60) calendar days before the effective date of sale.

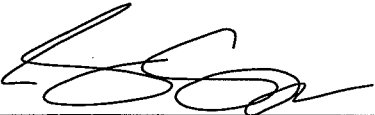
Nothing in this Agreement prevents the Company from terminating all or part of its business, following prior notice to the Union.

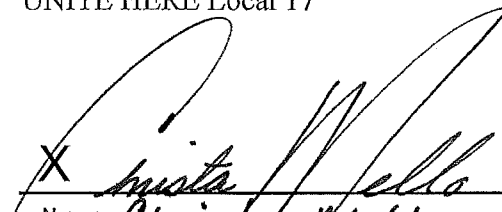
ARTICLE 23  
DURATION

This Agreement shall be effective from the first (1<sup>st</sup>) day of February, 2018 to and including, the thirty-first (31<sup>st</sup>) day of January, 2021 and shall continue from year to year thereafter unless written notice of a desire to amend, modify, or terminate this Agreement is given by either party hereto to the other at least sixty (60) days prior to January 31, 2021, or at least sixty (60) days prior to January 31<sup>st</sup> of any subsequent year.

MINNESOTA SPORTSERVICE

UNITE HERE Local 17

X   
\_\_\_\_\_  
Name: J. B. S. Sims.  
Title: C. O. O.

X   
\_\_\_\_\_  
Name: Christa Mello  
Title: President

### CLASSIFICATIONS & WAGE SCHEDULE

<u>Classification</u>	<u>2-1-18</u>	<u>2-1-19</u>	<u>2-1-20</u>
Vending Commissary Lead	\$13.64	\$14.64	\$15.14
Vending Cashier	\$13.64	\$14.64	\$15.14
Stand Lead (Concession & Catering)	\$14.04	\$15.04	\$15.54
Stand Attendant	\$12.55	\$13.55	\$14.05
Barback (Concessions)	\$12.40	\$13.40	\$13.90
Utility Worker	\$12.40	\$13.40	\$13.90
Retail Cashier	\$12.40	\$13.40	\$13.90
Porter	\$14.18	\$15.18	\$15.68
Laundry Worker	\$13.30	\$14.30	\$14.80
Catering Attendant (Pregame Parties)	\$13.53	\$14.53	\$15.03
Bartender (concessions Grandfathered)	\$13.00		
Bartender Concessions	\$10.24	\$11.25	\$12.25
Cook 1	\$13.34	\$14.34	\$14.84
Cook 2 & Pastry 2	\$14.96	\$15.96	\$16.46
Pastry 1	\$11.28	\$13.65	\$14.15
Prep Cook	\$11.00	\$13.40	\$13.90
Lead Dishwasher	\$11.70	\$14.40	\$14.90
Dishwasher	\$10.70	\$10.35	\$10.70
Bartender Suites /Sky bar	\$10.00	\$11.25	\$12.25
Suite Runners/ Desert Cart	.50¢ above minimum wage.		
Suite Attendant	minimum wage		

Suite Attendants & Suite Bartenders shall receive 7.25% of the total service charge applied to all Food & Beverage sales in the Suites. The percentage shall increase on 2-1-19 to 7.50%.

\*\* Service charge shall be pooled and divided on an equal basis among the Suite Attendants/Bartenders, based on hours worked at each event.

- Any additional added Suite Bartenders/Servers-Not in tip pool paid at \$16.00 an hour.

### **Bartenders**

A tip line will be available for charge tips for full liquor bars and Beer portables (excludes grab and go's where guests select their packaged beer and proceed to a checkout, or food primary portables that sell beer as an option). These locations will be filled with Concessions Bartenders. (2019 season)

Beer Tip enabled locations:

- 1) Drafts at 34
- 2) Twins Brews 116
- 3) Twins Brews 126
- 4) Various Draft Beer Portables throughout the ballpark

\*Retro Pay for 2018 Season

.35/hr for all non-tipped workers who were hired prior to January 31, 2018 for all hours worked during the 2018 season.

.25/hr for all non-tipped workers who were hired after January 31, 2018 for all hours worked during the 2018 season.

\*Overscale employees shall receive the same percentage rate increases in each year.

- a) Major league baseball game
- b) Played Monday through Friday
- c) Event begins before 2:00 P.M.

If all of the above occurs, the Company will:

Provide a free meal (as defined in Article 16) to all employees and pay fifty cents (50¢) per hour additional to:

Stand Lead  
Stand Attendant  
Bar Back (Concessions)  
Catering Attendant (Pre-Game Parties)  
Laundry Worker  
Vending Cashier  
Vending Commissary Lead  
Bartender

New promotions to Stand Leads will receive a training rate of their present rate plus one-half (1/2) the hourly wage difference between Stand Leads and their current rate for the first fifteen



(15) events worked in their new position. Upon successful completion of the training period, employee(s) will receive classification rate.

- Start rate of pay for new hires – \$.50 per hour below classification rate of pay.
- Completion of probationary period – Classification rate of pay.
- Stand Leads -Stand Leads working two (2) or more stands, including Grab and Go, +\$1.00 per hour.
- On shifts working in stands with non-profit groups - + \$ 1.25 per hour.
- On shifts working in stands with eight (8) or more service lines (and only one (1) Stand Lead) - + \$1.25 per hour.

LONGEVITY PAY FOR HOURLY WORKERS (except Suite Attendants)

- 15¢ per hour additional after 500 events/days worked
- 20¢ per hour additional after 750 events/days worked
- 30¢ per hour additional after 1,000 events/days worked

Seat Vendor Guaranteed Rate: \$ 60.00 per event

Commissioned Retail Worker Guaranteed Rate: \$70.00 per event

## VENDORS

### **Program Vendors**

15%

#### **Beer Vendor - Grandfathered \***

Commission Rate	18%
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#### **Beer Vendor**

Commission Rate	16%
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#### **Food Vendor - Grandfathered \***

Commission Rate	18%
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#### **Food Vendor**

Starting Rate	16%
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Completion of 5 years of service	18%
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**Retail worker- Non-Consigned -**

One Associate	11%
Two Associates	8%/5%

NOVELTY VENDORS , CONSIGNED

7.5% on the first \$10,000 of sales per location for motor sports

6.0% on sales exceeding \$10,000 per location for motor sports

6.0% on all sales for non-motor sports Special Events.

\*Vendors shall be guaranteed a minimum of \$ \$60.00 per Vendor per show.

NOVELTY VENDORS - NON-CONSIGNED

Novelty Cart/Stand (one (1) person) – 11%

Novelty cart/stand (two (2) persons) – 8%/5%

Minimum wage paid to Assistant Retail Worker on a per event or other basis shall not be deducted from the Lead Vendor's commission. Minimum wage shall be paid by the Employer.

**Memorandum of Understanding**

**Between**

**Minnesota Sportservice, LLC**

**And**

**UNITE HERE Local 17 AFL CIO**

Whereas, the parties to this memorandum of understanding are Minnesota Sportservice (the "Company") and UNITE HERE Local 17 (the "Union") intending to be bound hereby:

To extend the current labor agreement (February 1, 2018 through January 31, 2021) by one (1) year to expire January 31, 2022.

All other terms and conditions of employment shall remain unchanged during the one (1) extension.

In Witness whereof, the parties have hereunto set their hands on the dates indicated.

For the Company: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For the Union: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

