

COLLECTIVE BARGAINING AGREEMENT

Between

**RANK + RALLY, LLC, @ US BANK
STADIUM**

And

UNITE HERE Local 17 AFL-CIO

4/1/2023 through 3/30/2026

AGREEMENT

This Agreement is made and entered into by and between Rank + Rally, LLC, a Delaware limited liability company and/or its successors, hereinafter referred to as the "Employer", and the UNITE HERE, Local 17 AFL-CIO, the duly authorized collective bargaining agent for the employees covered by this Agreement, hereinafter referred to as the "Union".

WITNESSETH

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

ARTICLE 1 **PURPOSE AND COVERAGE**

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

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

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

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

ARTICLE 2 **RECOGNITION**

2.1 Union Recognition – The Employer agrees to recognize the Union as the sole and exclusive bargaining representative for and on behalf of its employees in the wage classifications listed in Article 15 employed at US Bank Stadium, Minneapolis, Minnesota. It is understood and agreed that no person or agency other than the Union shall be dealt with or recognized for bargaining in regard to wages, hours and working conditions of persons so employed.

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

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

ARTICLE 3 **UNION SECURITY AND CHECK-OFF**

3.1 Dues and Fees – It is hereby understood and agreed by and between the parties in consideration for services provided by the UNITE HERE Union Local 17, as the formally recognized representative of the employees classified herein, that all such employees shall be obligated as a condition of continued employment, to remit for each appearance a work permit fee in lieu of regular Union dues to UNITE HERE Local 17, 312 Central Ave. Minneapolis, MN 55414. No employee shall be required to become or remain a member of the Union. However, payment of the per event dues shall be required of each employee as a condition of employment. Per event dues shall be paid from the first function worked including any work performed by casual labor employees, including temporary workers from temporary 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 (20th) day of each month, provided, however, that no deductions hereunder shall be made without the written authorization of the employee, which authorization shall be in accordance with the provisions of the Labor Management Relations Act, 1947, as amended.

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

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

3.5 Indemnification – The Union shall indemnify, defend, and save the Employer harmless against any claims, demands suits or other terms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with the provisions of this Article.

3.6 Voluntary TIP Checkoff - The Employer agrees to honor political contribution deduction authorization from employees in the form:

UNITE HERE TIP Campaign Committee: GIVING WORKERS A VOICE!

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

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

that the Employer's costs of administration of these PAC payroll deductions have been taken into account by the parties in their negotiations of this Agreement and have been incorporated in the wage, salary, and benefits provisions of the Agreement.

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

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

ARTICLE 4 UNION RIGHTS

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

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

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

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

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

ARTICLE 5 **MANAGEMENT RIGHTS**

5.1 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 Employer has exhausted all current active employees.

ARTICLE 6 **NON-DISCRIMINATION**

6.1 No Discrimination. – The Employer and the Union agree that there shall be no discrimination against any individual with respect to all personnel actions, such as hiring, compensation, or other terms or conditions of employment because of such individual's race, color, religion, sex, national origin, handicap, or age. The Union and the Employer will also take affirmative action in accordance with Federal, State, City, and local legislation.

ARTICLE 7
STRIKES AND LOCKOUTS

7.1 No Strike – Employees represented by the Union shall not engage in any strike, sit-down, slow-down or work stoppage during the life of the Agreement. Neither the Union or any officers, agents or other representatives of the Union shall, directly or indirectly, authorize, assist, encourage or in any way participate in any strike, sit-down, slow-down or work stoppage during the life of this Agreement or during the negotiations for the renewal thereof.

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

ARTICLE 8
WAGES, HOURS OF WORK AND OVERTIME

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

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

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

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

8.5 New Classifications – When the Employer establishes a new job classification within the scope of this Agreement, the rate of pay for the new job classification shall be subject to negotiation with the Union.

8.6 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

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

ARTICLE 10 PAYDAY & UNIFORMS

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

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

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

ARTICLE 11 SENIORITY AND SCHEDULING

11.1 Merchandise Vendor Seniority– Seniority shall be based on the cumulative events worked by each employee in their primary classification. The updated seniority lists shall be posted (and supplied to the union representative) no later than January 15th and July 15th. 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.

11.2 Probationary Period – Newly-hired employees will be on probation for the first fifteen (15) events or a period of eighteen (18) months, whichever occurs first. Upon written notification to the Union and the employee, the probationary period may be extended an additional five (5) events that an employee works. The Employer reserves the right to terminate any employee within the probationary period in its sole discretion. An employee who has not completed their probationary period shall have no recourse under this Agreement, including the grievance procedure set forth in Article 12 herein.

11.3 Same Start Date – In the event two (2) or more employees begin work on the same

day, a numerical suffix will be attached to the seniority date of such employees based on the last four digits of the employee's social security number. The employee that completes their probationary period first or the lowest four-digit number shall be deemed the most senior.

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

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

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

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

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

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

The order of scheduling Merchandise Vendors shall be:

1. Fill position with Merchandise Vendors able to commit to the entire event.
2. Fill open positions by seniority with Merchandise 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, if applicable, will be distributed based on total hours worked.

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

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.

11.11 Call Offs – Employees must call off four (4) hours in advance of the start time of the shift. Any cancellation received after the start of the event will be considered a No Call No Show and subject the employee to discipline.

When cancelling or reducing staff, the Employer shall notify the employee by speaking with the employee, leaving a voicemail, text, or email for them at the cell phone number/email address on file with the Employer, no less than four (4) hours before the start of their shift. Employees not notified shall be entitled to the three and one half (3½) hours minimum call-in pay.

ARTICLE 12 **GRIEVANCE AND ARBITRATION**

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

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

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

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

12.2 Effect of Failure to Appeal – Any grievance not appealed to a succeeding step within the time limits specified shall be deemed abandoned and not entitled to further consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced. During the processing of any grievance through the grievance procedure, the employees concerned, unless suspended or discharged by the Employer, will continue to work under the conditions which gave rise to the grievance. The time limits of the grievance procedure can be mutually extended by the parties. Such extensions shall be in writing. Grievances of the Employer against the Union and vice versa will be instituted at Step 2, in accordance with the time limits established in Step 1. The parties will respond in writing per Step 3.

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

The party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite party) to furnish the parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each party striking in turn one strike at a time, three (3) names from the list of seven (7) persons, the complaining party having the first strike. The person remaining on the list after each party has exercised their strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of two (2) lists. The parties may select an Arbitrator by other means if such other method of selection is confirmed by a written stipulation. The selection of the Arbitrator and the hearing shall be within thirty (30) days of the request for Arbitration, whenever practicable.

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

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

12.5 Final and Binding – Any decision reached at any stage of these grievance proceedings or by the Arbitration procedure shall be final and binding upon the Employer, the Union and the employee(s) involved. The Employer, the Union and the aggrieved employee shall comply in all respects with the result of such decision reached. The parties

agree that such decision shall be enforceable in a court of law.

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

12.7 Award of Arbitrator – Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without back pay for loss of income resulting from such discharge. An award of the Arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than thirty (30) calendar days prior to the filing of the grievance unless otherwise mutually agreed in writing. Any back pay award shall be reduced by the amount of any compensation chargeable to the Employer, i.e., worker's compensation, unemployment compensation, etc.

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

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

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

ARTICLE 13 **DISCIPLINE AND DISCHARGE**

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

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

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.
- Failing to process guest payments through the Employers point of sale (POS) system or accepting cash transactions.

Incompetence, insubordination, dishonesty, or any other behavioral patterns unbecoming the employee's position may be punishable by discipline up to and including loss of job or by legal prosecution as the situation demands.

The Employer retains the right to skip steps of progressive discipline depending on the severity of the offense.

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

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

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

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

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

13.9 Retirement of Warning Notices – Written warning notices shall not be used as a basis for discipline after the Employee has worked fifteen (15) events or a period of eighteen (18) months following the issuance of discipline, whichever occurs first.

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

ARTICLE 14 **LEAVES OF ABSENCE**

14.1 Leaves for Injury and Sickness – Medical and Family Leave – Employees who

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

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

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

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

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

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

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

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

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

absence.

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

14.9 Maximum Time Off – The maximum funeral leave shall be two (2) days immediately preceding and/or including the funeral day, if the funeral is within 250 miles of Minneapolis/St. Paul, and not more than three (3) days if the funeral services are more than 250 miles from Minneapolis/St. Paul.

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

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

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

Article 15
Wages

Concert-Merchandise Vendor

Merchandise Commission Split :

89/11 split or greater 6%

90/10 split or less 4%

Any merchandise employee who is compensated through commissions from sales during what the Employer considers “Concerts” shall earn the greater of: (1) the employee’s earned commissions, subject to the split set forth above: or (2) a sum to the actual number of hours worked by such employee for such “Concerts”, times the applicable minimum wage rate. Merchandise counting rates of pay will be from the start of counting through the all-vendor report time as follows:

April 1, 2023-\$16.50

April 1, 2024-\$17.00

April 1, 2025-\$17.50

ARTICLE 16
SUCCESSORS AND ASSIGNS

16.1 Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part hereof is sold, leased, transferred, or taken away by sale, transfer, lease arrangement, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this agreement or any part thereof. The Union shall be notified in writing, with as much advance notice as possible, the effective date that the Employer will cease operations at this location.

ARTICLE 17
TERM OF AGREEMENT

17.1 Term of Agreement. This Agreement shall be in effect for a period of three (3) years commencing on April 1, 2023, 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 April, 2023.

RANK + RALLY, LLC

UNITE HERE LOCAL 17

By:

DocuSigned by:
Robert Ellis

Robert Ellis, President

By:

DocuSigned by:
Christa Sarrack

Christa Sarrack, Local 17
President

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 ensure that all post-Accident drug and alcohol testing occurs within eight (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.