

COLLECTIVE BARGAINING AGREEMENT

Between

FIRST AVENUE PRODUCTIONS

And

UNITE HERE LOCAL 17 AFL-CIO

February 9, 2025, through January 31, 2028

THIS AGREEMENT made and entered into this 9th day of February 2025, by and between Employer and UNITE HERE Local 17 AFL-CIO hereinafter referred to as the “Union”.

WITNESSETH:

WHEREAS: “Employer” means First Avenue Productions, LLC with respect to Addendum 1, Addendum 2 and Addendum 3 attached hereto; “Employer” means First and Third Productions LLC d/b/a the Fine Line with respect to Addendum 4 attached hereto; “Employer” means Turf Club LLC d/b/a Turf Club with respect to Addendum 5 attached hereto; “Employer” means Exchange Street Operations LLC d/b/a the Fitzgerald Theater with respect to Addendum 6 attached hereto; and “Employer” means Palace Theatre Operations LLC d/b/a Palace Theatre with respect to Addendum 7 attached hereto.

WHEREAS: Addenda 1-7 attached hereto are collectively described herein as the “Addenda”.

WHEREAS: the parties hereto, through the process of collective bargaining, have agreed as to wages, hours of employment, and certain other conditions of employment.

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

ARTICLE 1

PURPOSE AND RECOGNITION

1. Purpose. The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its employees; to provide sound working conditions for the employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and the interference with the efficient operation of the Employer’s establishment; to obtain maximum efficiency in the establishment; to assure excellent customer relations and service; and to set forth the Agreement covering rates of pay, benefits, hours of work and conditions of employment to be observed by the parties during the life of this Agreement.
2. Coverage. The Employer hereby recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours of employment and other working conditions, for all employees in the job classifications specifically described in the Addenda and/or any Employees in similar job titles and/or performing similar work employed by the Employer. excluding managerial employees, confidential employees, office clerical employees, professional employees, supervisors and guards as defined in the National Labor Relations Act, and all other employees.
3. Non-Unit Employees. Non-unit employees, such as managerial, professional, or supervisory employees, may assist in the performance of bargaining unit work as necessary as determined by Employer subject to the scheduling process stated in Section 4 of Article 9 below.

4. Respect and Dignity. The Union and the Employer recognize that workers in the hospitality industry are employees deserving of the highest regard. The Union, the Employer, and all employees will work together to honor the principles of respect and dignity. The parties and all employees agree that the continued success of operations is dependent upon their mutual respect for one another's work.
5. 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.
6. Language in the Workplace. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice when speaking amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of guests and other employees and is consistent with quality guest service.
7. Diversity and Inclusion. The parties agree to strive to achieve working environments where all employees are able to achieve their full potential, irrespective of age, disability, gender identity or gender expression, race, ethnicity, religion or belief, sex and sexual orientation, marriage or civil partnership, pregnancy or maternity, or other forms of diversity protected by law. This includes freedom from discrimination or harassment, as defined by law, which will not be tolerated. Complaints of harassment, and/or discrimination shall be expediently and wholly investigated by management and handled accordingly. This Agreement shall be administered in accordance with the applicable provisions of the Americans with Disabilities Act, Title VII, the Civil Rights Act of 1991, and other applicable federal, state, and local employment laws. Any disputes under this Article as well as with all other Articles of this Agreement shall be subject to the grievance procedure.

ARTICLE 2

UNION RIGHTS

1. Union Recognition and No Individual Agreements. The Employer recognizes the Union as the sole bargaining agent of those employees covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its employees, individually or collectively, which conflict with the terms and provisions of this Agreement, except as expressly agreed to in the attached written addendum for the particular venue.
2. Union Shop. It shall be a condition of employment for all Employees covered by this Agreement that all Employees who are members of the Union on the effective date of this Agreement shall remain members of the Union or pay fees in lieu thereof. Furthermore, any of these Employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first (31st) day of the effective date of this Agreement, become and remain members of the Union or pay fees in lieu thereof. It shall also be a

condition of employment that all Employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.

3. Checkoff.

- a. The Employer shall checkoff uniform monthly Union dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct union dues or fees signed by the Employee. Deductions for checkoff shall be submitted to the Union by the tenth (10th) of each month, but in no event, later than the fifteenth (15th) of the month. New enrollment forms signed by employees will be sent to the Union with the monthly dues deductions.
- b. The Union shall indemnify, defend, and hold harmless the Employer from any and all claims made by employees or other third parties as a result of its agreement to the checkoff set forth in this Section.

4. Maintenance of Check-Off. The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the employee regarding automatic annual renewal of the authorization and the provisions agreed to by the employee regarding revocation of the authorization only during annual window periods, irrespective of the employee's membership in the Union.

5. Electronic Authorizations. 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, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

6. Employee Information. On a quarterly basis Employer shall provide to the Union an updated electronic bargaining unit list of employees including name, address, phone number, Employee ID number, email address, hours worked during prior quarter, classification, date of hire, and order on the seniority list.

7. Union Posting. The Employer will provide a bulletin board in each venue in an area reasonably designated by that Employer that is frequented by the employees for the posting of all Union communications.

8. Union Stewards. The Employer recognizes the right of the Union to conduct an election or select from among the employees who are members of the Union, a Chief Steward/Steward(s) to handle such Union business at the venue as may from time to time be delegated to them by the Union. The name of such Chief Steward/Steward(s) shall be reported to the Employer. The Union shall designate the aspects of Union business for which the Chief Steward/Steward(s) is responsible. Union Chief Steward/Steward(s) 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. Union Stewards may conduct Union business while on break but not while on scheduled working time unless required by the Employer to attend a meeting.

9. Union Visitation. Union representatives and officers shall be privileged to visit the premises of the Employer at all reasonable hours for the transaction of official Union business, but Union officers and Business Agents shall not interrupt employees while working. Notwithstanding the foregoing, any visits will be outside the times of ticketed or other events and will be with reasonable advance notice via phone to management.
10. Union Buttons. All Employees shall be permitted to wear an official union button and/or official steward button so long as any such buttons do not (i) disparage the Employer or third parties, or (ii) contain any intellectual property proprietary to Employer (including trademarked names and logos).
11. TIP Checkoff. The Employer agrees to honor political contribution deduction authorization from employees in the following form:

UNITE HERE MN TIP Political Action Committee: GIVING WORKERS A VOICE!

I, _____ hereby authorize and direct the PAYROLL DEPARTMENT OF _____ to deduct from my salary the sum of \$2/\$5/_____ per month and to transmit that sum to the MN State Council of UNITE HERE Unions Political Action 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 State and Local candidates and political committees and addressing political issues of public importance; (2) this authorization is voluntary, and contributing to the MN State Council of UNITE HERE Unions Political Action 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 MN State Council of UNITE HERE Unions Political Action 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.

Signature _____ of _____ Employee _____
Date _____

Voluntary Political Deduction -The Employer shall deduct and transmit to the MN State Council of UNITE HERE Unions Political Action Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose

by the MN State Council of UNITE HERE Unions Political Action Committee. These transmittals shall occur no later than the twenty-fifth (25th) day of the following month and shall be accompanied by a list setting forth as to each contributing employee their name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Employer's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: Treasurer, MN State Council of UNITE HERE Unions Political Action Committee, 312 Central Ave Suite 444, Minneapolis, MN 55414.

ARTICLE 3

MANAGEMENT RIGHTS

Except as otherwise expressly stated in this Agreement, Employer retains all the rights and functions of management that it has by law. Without limiting the generality of the foregoing, such rights include management's exclusive right in its discretion to: (i) plan, direct, control and change operations, including determination of the products and services to be offered and the prices, fees and charges to customers for such products and services and selection of vendors, suppliers, artists, performers and contractors; (ii) expand, contract, discontinue, sell, transfer, assign, or subcontract all or any part of its operations; (iii) determine, change, delete or implement new processes, techniques, methods of payment, and means of providing products or services; (iv) determine, change, delete, or combine existing services, techniques, methods, processes, job classifications and job descriptions; (v) determine the size of the workforce, the allocation and assignment of work, the quality and quantity of work to be performed, and the policies affecting the selection, training, promotion, demotion and layoff of employees; (vi) discipline and discharge employees for just cause; (vii) maintain discipline and determine safety and health policies; (viii) schedule operations, including the right to change, lengthen, or shorten work schedules of employees; (ix) institute and enforce a random, reasonable suspicion, and/or injury and accident substance abuse testing program to the extent permitted by applicable law; and (x) determine, modify and enforce new or existing reasonable work rules, including, but not limited to, work rules relative to health, safety, attendance and discipline. It is agreed that the enumeration of the foregoing management rights, which are exercisable in Employer's discretion, shall not be deemed to exclude other rights not herein specifically enumerated as all such management rights are deemed to be reserved to Employer. Further, the exercise or non-exercise of any right hereby retained by Employer shall not be deemed a waiver of any such right or prevent Employer from exercising such right in the future.

ARTICLE 4

NO STRIKE OR LOCKOUT

The Union agrees there shall not be any strike (whether a primary strike or a sympathy strike), stoppage of work, slowdown, walk-out, sit-in, sick-out, boycott, picketing of Employer, interruption or interference with Employer's business operations during the term of this Agreement or any extension. Employer agrees that there shall be no lockouts during the term of this Agreement or any extension.

Participation by any employee in any practice prohibited by this Section shall be considered just cause for discharge; further, should any individual employee or group of employees engage in any practice prohibited by this Section, the Union shall immediately do the following if requested by Employer: (a) declare publicly that such action is unauthorized by the Union; (b) promptly order its members to return to work, if requested to do so by the Employer; and (c) refrain from questioning the unqualified right of the Employer to discipline or discharge employees engaging in, participating in, or encouraging such action. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to the grievance and arbitration procedure of this Agreement subject to the parties' agreement that the Arbitrator shall have no authority to alter the discipline issued by the Employer if such fact is proven.

ARTICLE 5

PAY AND GRATUITIES AND OTHER BENEFITS

1. Wages. Wages shall be paid in accordance with the wage scales set forth in the Addenda. Wages shall be paid every two (2) weeks effective July 1, 2024
2. Statement of Wages. The Employer shall give each of its employees at the time of payment of wages, a statement showing name of Employer, name of employee, hours worked at straight time pay, hours worked at overtime pay, rate(s) of pay, PTO pay, holiday pay, PTO accrual, and authorized deductions.
3. Minimum Rates – Merit Pay. Wage scales set forth in the Wage Addendum are minimum wage scales and the Employer, in consideration of merit or otherwise, may in its sole discretion pay in excess of same. The Union shall be notified of all merit increases and the reason, therefore.
4. Higher Rate. An Employee shall be paid the higher rate of pay for all work performed in a higher job classification and shall be paid the lower rate for all work performed in a lower paid job classification.
5. Gratuities/Service Charge
 - a. All gratuities shall be the sole property of the serving person or persons. The Employer shall not require Employees to divide tips, nor shall an Employee be required to pay the tipped service charge on credit cards.
 - b. The Employer shall ensure that tipped employees have the ability to receive gratuity on all forms of payment (i.e., credit cards, gift cards).
 - c. Employees shall be fully briefed by the Employer on any upcoming promotional events or promotional specials.
 - d. Promotional Incentives. The Employer agrees to inform the Union prior to implementing any new promotional or incentive program.

- e. Gratuities will continue to be paid out at the end of the shift in accordance with the current practice unless the Employer provides the Union with written notice at least one hundred eighty (180) days in advance of any change and, upon request by the Union, engages in good faith effects bargaining.
 - f. A twenty percent (20%) gratuity shall be added to all buy-out events. This does not apply to individual drink tickets, etc.
 - g. A twenty percent (20%) gratuity shall be added to all unclosed tabs.
6. Continued Benefits. Employees shall be able to attend shows when not working at no cost when approved by management in accordance with current practice. Additionally, employees will continue to receive a discount on food and beverage purchases and a discount on in-person merchandise purchases (excluding special edition items) at the same percentage levels currently stated in the Employee handbook.
7. Business Costs. Employees shall not have unauthorized deductions made from their checks, nor shall they be held financially responsible for walkouts, bad checks, honest addition errors, or honest cash register shortages.
8. New Classifications and Combinations. When the Employer establishes a new job classification or a combination of two or more job classifications within the scope of this Agreement, the Employer shall set the initial rate, the Union shall be notified of the rate, and the parties shall thereafter negotiate whether any adjustment to the initially determined rate is appropriate. If the parties fail to reach an agreement, the matter shall be pursued through the Grievance and Arbitration Procedure in Articles 12 and 13.
9. Regular Rate of Pay. It is specifically agreed by the Union and Employer that any meals or uniforms, if any, furnished by the Employer to an Employee shall not be considered as part of the Employee's regular rate of pay for overtime and wage computation purposes within the meaning of Wage and Hour Law, and that employees' regular rate of pay is that rate reflected in the wage scales set forth in the Addenda.
10. Wage Discrepancy Claims. All wage discrepancies presented to the Employer will be reasonably investigated by the Employer, or any other appropriate source that would likely lead to resolution of the claim in a reasonably timely manner. The Employer shall generally make any needed corrections to Employee pay within three (3) business days after the asserted issue is presented to the Employer. In the event that the correction will take more than three (3) business days to complete, the Employer shall provide the affected employee with a written explanation for why it will take additional time to complete, and an estimated completion time.

ARTICLE 6

UNIFORMS

1. Uniforms. If the Employer requires an employee to wear a staff shirt in accordance with the Appearance/Dress Code Policy in the Employee Handbook, the Employer will provide the employee with three (3) shirts upon hire as well as a new shirt each year thereafter. Gender neutral shirts will be provided upon request. Employees are responsible for laundering and taking care of apparel issued by the Employer. The Employer will replace any Employer-issued staff shirts as necessary due to reasonable wear and tear.
2. Employees' Belongings. The Employer agrees to provide lockers and/or secure space for the safekeeping of employees' personal belongings. Employees shall use these lockers and/or secure space exclusively for keeping their belongings. Nothing in this article shall be intended to make the Employer responsible for the employees' belongings.

ARTICLE 7

GENDER IDENTITY

1. Names. The Employer agrees to respect the stated names and pronouns of all employees regardless of any employment or legal documents. In all public facing documents only the employee's stated name will be printed. If the employee's stated name differs from what the employee furnished on legal documents or other employment documents, the employee will provide written notification to Human Resources of the stated name.
2. Pronouns. If and when a pronoun field is available on identifying documents or scheduling software mandated by Employer, the Employer agrees to print pronouns, as stated by the employee, on the employee's identifying documents or scheduling software, if requested by the employee.
3. Changing Area. The Employer will make reasonable efforts to provide a single stall gender-neutral changing area or bathroom for use by employees. The changing area or bathroom must be easily accessible and clearly labeled as gender neutral.

ARTICLE 8

HOURS OF WORK AND OVERTIME

1. No Guarantee. This Article shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or of working schedules, however, this section is subject to the scheduling process in Article 9.
2. Report-in Pay. An employee reporting for work as scheduled, without good faith efforts by the Employer to inform the employee not to so report shall receive a minimum of two (2) hours of work or pay at the employee's hourly base rate in lieu thereof. This provision shall not apply if the Employee requests to leave work before working the specified or agreed to scheduled hours.

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

4. Scheduled Overtime – Scheduled overtime shall be assigned to employees in accordance with the scheduling process in Article 9. Unscheduled overtime beyond the control of the Employer shall be at the Employer's discretion with regard to operational needs.

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

6. Mandatory Meetings – Employees attending mandatory meetings and training sessions called for by the Employer shall be paid at a minimum of two (2) hours.

7. Discontinuance of Business. If it is necessary to temporarily close down for remodeling or permanently close any part of the business the Employer will give affected Employees a minimum of two (2) weeks' notice unless the cause of the discontinuance of the business is beyond the control or knowledge of the Employer. If the Employer fails to give affected Employees the two (2) weeks' notice, and no suitable alternative employment is provided, these Employees shall receive up to two (2) weeks' pay (based upon average annual earnings excluding gratuities) in lieu of the required notice to be pro-rated by the period of notice given. It is acknowledged that unexpected fluctuations of business are beyond the control or knowledge of the Employer in the application of this section.

8. Transit Opportunities Program. Employees may choose to elect to participate in some or all the programs listed at the cost to the employee (if applicable) as identified in the program details. See addendum 8.

9. Aggregated Hours. Hours worked at more than one venue will be aggregated for the purposes of calculating overtime, the Longevity Premium, and meeting any threshold for benefits under this contract.

ARTICLE 9

SENIORITY AND SCHEDULING

1. Advance Notice of Schedule. Schedules will be posted a minimum of two (2) weeks in advance of when the employees are scheduled to work, with employees responsible for knowing when they are required to report for work after the posting. The initial schedule for each venue will be provided to venue staff and posted in such venue upon issuance. The current technology platform used for scheduling and electronic posting of the schedule is called HotSchedules, which employees may access from their web interface, and which they are encouraged to download as the HotSchedules app. If an employee is unable to access the internet, HotSchedules also provides a phone number that employees may call to have their schedule read to them. Management reserves the right to use alternative technology for the purpose of scheduling and posting of the schedule with advance notice to the employees so long as the employer has fulfilled their obligations in Article 18 (Technology) of this collective bargaining agreement.

- i. Initial schedules shall designate all staff including leads/supervisors and management that are scheduled for any given event/shift.
2. Notice of Changes in Scheduling. Employees shall be notified of scheduling changes with as much advance notice as possible but no less than four (4) hours prior to the start of the shift absent exigent circumstances.
3. Expression of Availability and Preferences. A minimum of one (1) week before the deadline for posting of the schedule, employees shall submit their availability to work to management via the technology platform then in use (at present via the "My Availability" or "Time Off & Requests" features in HotSchedules). When an employee wishes to request time off on a "blocked date" as defined below, management will continue to follow its past practice of allowing employees to make time-off requests on blocked dates by submitting a "HotSchedules Message" to the scheduling manager requesting time off on such blocked date. If an employee fails to submit their availability or communicate a request for time off at least one (1) week before the deadline for posting of the schedule, the employee will be responsible for working any scheduled shifts that are assigned.

Additionally, a minimum of one (1) week before the deadline for posting of the schedule, employees who have venue, location within venue, and/or position scheduling preferences shall submit to management such preferences via the technology platform then in use (at present via the "Time off & Requests" feature in HotSchedules). While the number of hours and other preferences are not guaranteed during a given scheduling cycle, and provided there is a business need to fill a given role on a shift, management shall use its best efforts to attempt to accommodate each employee's scheduling preferences. In those instances where management determines it is unable to accommodate an employee's expressed preferences (and provided that management has determined there to be a need to fill a given role on a shift), then management shall still schedule the employee to work according to the scheduling criteria in Section 4. For example, if an employee submits their availability to work at First Avenue on a given shift and also expresses a preference to work at Bar 3, management may schedule the employee to work at a bar other than Bar 3 when management determines it is not able to accommodate the employee's location preference within the venue. The parties understand that when employees are assigned work shifts according to the criteria in Section 4 below, the gray-shaded job codes in the column titles of Employer's 12/9/2024 Job Code Legend will be used to describe the work shifts assigned.

4. Scheduling Criteria. Management will assign work shifts to employees per the following criteria: (a) business need to fill the role on the shift, (b) availability of the employee to work, (c) the employee's venue seniority, and (d) the employee's eligibility to work in a classification. Management will make good faith efforts to accommodate employees' expressed preferences.

- i. Notwithstanding any other provision of this contract, the First Avenue Main Room and 7th St Entry shall be considered a single venue for the purposes of determining venue seniority and conducting scheduling according to this Article. Subject to the foregoing, venue seniority shall be set individually for each of the respective venues in the Addenda and in each case shall mean the date of an employee's first shift worked at such venue and shall continue with that venue seniority date so long as the employee is "actively

working" at such venue without any break in "continuous service" as such terms are defined below. For the sake of clarity, in the case of an individual who was already working at First Ave as of 1/1/2017, that person's venue seniority date shall mean the date of hire by the entity that owned First Ave immediately prior to 1/1/2017.

Employees may hold venue seniority in more than one venue at a time, and each venue shall maintain a venue seniority list. Each venue seniority list will be measured annually as of the new calendar year and posted by January 15, and the venue seniority list as of January 1st of such new calendar year will remain intact until next measured on January 1st the next calendar year.

- ii. "Actively working" means an employee actually worked the lesser of: (1) at least 24 events at one or more of the venues in the Addenda during the preceding calendar year measured as of January 1st each year, or (2) 50% of the events at the venue where the employee primarily works during the preceding calendar year measured as of January 1st each year.
- iii. "Eligibility to work in a classification" means the employee meets the minimum qualifications of the job description for the classification.
- iv. "Availability" of an employee means the number of days and the times of the day at a venue or venues that the individual is available during a given schedule cycle.
- v. The parties recognize the value of an employee's experience and skills, including demonstrated customer service, efficiency and event-specific skills unique to the customer bases served. Accordingly, notwithstanding any other provision of this Agreement, management, in its good faith judgment, may deviate from the venue seniority criterion under Section 4(c) above on the basis of skills when scheduling employees for an event in either of the following scenarios: (a) when the employee adjudged to have higher rated skills has documented evidence in their personnel record of such skills, or (b) in the case of service staff (i.e., bartenders, servers, bar backs and pop tenders), the service staff employee has greater position seniority.

5. "Employer Seniority" shall be defined as the employee's record date of hire by Employer in any of the venues covered by this Agreement so long as the employee is actively working without any break in continuous service. As is the case with venue seniority, an employee's Employer Seniority would be lost if the employee experiences a break in continuous service as defined in Article 9, Section 12.

6. Time Off Requests. Requests for time off should be submitted as far in advance as possible and no later than one (1) week before the deadline for posting the schedule. Management will make good faith efforts to accommodate timely requests for time off but cannot guarantee all requests will be granted in light of business needs. Time off requests shall be approved or denied in writing within seven (7) days of the employee's request.

7. Shift Trades. Employees are responsible for working each assigned shift unless management has approved a shift trade with another employee. When an employee trades shifts with a coworker, they are each responsible for working the shift they traded into. Trade requests shall generally be reviewed and responded to generally within forty-eight (48) hours and not more than seventy (72) hours of the request, and no later than four (4) hours before the start of the shift for requests made more than four (4) hours before the start of the shift.

8. Shift Pick-Ups (Shifts released by other employees). When an employee has indicated they are available to pick up a shift that has been released by another employee, such employee shall work the shift that they picked up. Shift pick-ups shall generally be reviewed and responded to generally within forty-eight (48) hours and not more than seventy-two (72) hours of the request, and no later than four (4) hours before the start of the shift provided the request is submitted more than four (4) hours before the start of the shift.

9. House Shifts (shifts released by management). When an employee has indicated they are available to cover a shift vacancy and there are multiple open shifts available for the event in question, the employee may be assigned to the shift most crucial to the optimal execution of operations for that event.

10. Probationary Period - Newly-hired employees will be on probation through the latter of (i) the first ninety (90) calendar days of employment or (ii) completion of one hundred (100) hours of actual work. Employer reserves the right in its discretion to discharge an employee during the probationary period, and any discharge of an employee during the probationary period is not subject to the grievance and arbitration article. The Employer shall not have a separate uniform to separate probationary period employees from other non-probationary period employees.

11. Same Start Date – In the event two (2) or more actively working employees each worked their first shift at a venue on the same day, a numerical suffix will be attached to the venue seniority date of such employees based on the last four (4) digits of the employees' respective social security numbers. The employee with the lowest four (4) digit number shall be deemed to have the most venue seniority.

12. Continuous Service - An employee's continuous service and seniority is terminated in the event of any of the following:

- Voluntarily quit,
- Are discharged for just cause,
- Cease actively working,
- Failure to return to work following an approved leave, or
- On layoff for more than twelve (12) months.

13. Additional House Shifts. Shifts added after the schedules are confirmed will be posted in Hotschedules as House Shifts. House shifts will be awarded as they are requested and will be based on the eligibility requirements for the specific job classification. In the event that multiple employees request the same house shift, the shift will be awarded based on venue seniority.

14. Cancellations- When canceling or reducing staff, the Employer shall notify the employee no less than twenty-four (24) hours before the start of their shift absent exigent circumstances. The foregoing will not apply, however, in the event an employee requests to be permitted to cut or drop a shift and such request is granted or in the event solicited volunteers agree to drop shifts.

15. Job Role Training– It is the employer’s obligation to train employees completely and wholly to ensure that they are able to successfully and safely perform the duties of their job. This shall include a minimum of two (2) full training shifts with a designated trainer unless the Employer, the scheduled trainer and the new employee believe the employee is fully trained sooner.

16. Training Shifts / Development Opportunities. Training needs and programs shall be discussed at all Scheduling & Training Committee meetings. The Employer shall take reasonable steps to encourage internal employee development, including offering on-site training to requesting employees according to business needs. In an effort to maximize the schedules of all employees, cross-training will be developed and utilized according to business needs.

- i. If a bargaining unit member is denied a job transfer, promotion, or cross training, upon their request, the Employer will meet with the Employee to discuss the reasons for the selection and discuss preparing the Employee for future opportunities.
- ii. Training shifts shall be specifically designated on the schedules. The minimum rate for a shift expressly designated and approved by the Employer as one with training responsibilities shall be at least one dollar (\$1.00) per hour over scale for the employee designated by the Employer to be the trainer.

17. Scheduling & Training Committee. The parties shall create an advisory committee consisting of up to ten (10) union-represented employees from any of the venues in the Addenda and a minimum of three (3) designated management representatives not exceeding that same number. This Committee shall meet quarterly (or at such other regular intervals as mutually agreed) for discussion as a communications committee with the purpose of giving employees a voice to express input on ways to enhance scheduling, training, and cross-training opportunities. While the parties agree that this committee is not a negotiation or bargaining committee, management agrees to give good faith consideration to all input from the employees on the Scheduling & Training Committee.

18. Blocked Dates. Management reserves the right to designate any date as “blocked” when staff needs are anticipated to be heightened on such date based on management’s assessment of time off requests in the context of events forecasted for such date. However, this reservation of rights will not impact the ability of employees to continue their past practice of making requests for time-off on blocked dates by submitting a “Hotschedules message” to the scheduling manager requesting time off on such blocked dates.

ARTICLE 10
JOB POSTING

1. Any new position or vacancy in the bargaining unit as determined by management shall be published in the employee newsletter (with any new position posted in the venues), and any laid off employee shall be emailed new positions or vacancies in the bargaining unit. People shall apply for the posted vacancies by sending a written or email request to Human Resources within seven (7) days of publication. The Employer will make every effort to conduct interviews within ten (10) business days of the closing of the posting.

2. The posting shall contain the minimum qualifications, skill requirements, schedule, wages, and job description for the posted position.

3. All such vacancies shall, as determined by management, be filled by awarding the position to the best of the bidding applicants (both external and internal) who meet the minimum qualification requirements based on management's good faith judgment as to the relative skill sets of the candidates who bid for the role. If multiple minimally qualified candidates are determined to be equally skilled, the bidder with the most seniority will be awarded the position. Transfers and promotions will be determined in the same manner. For purposes of this section, "seniority" shall mean Employer Seniority.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to ten (10) working days.

4. Any employee in a lower-paid classification who applies for and is awarded a position in a higher-paid job classification covered by this Agreement shall be on a trial period for the first ninety (90) calendar days of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. Also, if at any time during such trial period that the Employee determines that they do not wish to continue performing such job, that Employee, with notification to the Employer, may return to their former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

5. There shall be no restrictions on temporary transfer of an employee by management out of a current role into a lateral role or temporary transfer of an employee by management out of a current role into a lower paying classification, as long as the Employer maintains the employee's current rate of pay during the time of such temporary transfer out of the prior role into a different role. Whenever an employee is transferred to a lower paying job for the employee's convenience (for example, bid on a lower paying job), the employee shall be paid the rate of the new job even if lower immediately. Similarly, if an employee regularly works in more than one job classification, the wage rate applicable to the hours worked will be according to what job classification the employee was working in at the time such hours were worked.

ARTICLE 11
LAYOFF AND RECALL

1. In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be on the basis of the employee's Venue Seniority with the Employer. The employee with the least seniority in the classification affected shall be the first to be laid off.

2. Except in cases of emergency (e.g, force majeure events, infrastructure or utility failures, pandemics and government-mandated lockdowns or curtailments), Employees shall be given ten (10) calendar days' notice, if possible, in cases of layoff. An employee who does not receive such notice reserves the right to seek wages actually lost as a result of a violation of this paragraph.

3. Laid off employees shall be given preference in reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff for a period of up to twelve (12) months from the date of layoff.

4. For the purposes of recall notification, the Employer shall notify the employee by a reliable, documented, means at the last known address and preferred email address supplied by the employee. Employees must notify the Employer within five (5) calendar days of the date of the email of their intent to report to work after notification. Employees shall report to work within three (3) calendar days after indicating their willingness to be reinstated.

ARTICLE 12
GRIEVANCE PROCEDURE

1. Grievance Defined. A grievance is defined to be any matter(s) involving an alleged violation of this Agreement. The Union agrees to keep the grievance procedure free of non-meritorious grievances.
2. Grievance Procedure. If any difference of opinion or dispute arises between the parties 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:

Step 1. The aggrieved Employee is encouraged to first discuss the dispute with the General Manager or their designee.

Step 2. If no satisfactory resolution to the grievance is reached in Step 1, the Union shall, within fourteen (14) days of the Employee's knowledge of the facts giving rise to the grievance, file a written grievance with the authorized representative of the Employer. The written grievance shall indicate the contract provision(s) violated and the name of the Employee(s). Either party may request a meeting at the time of or after the filing of the written grievance. The meeting shall take place within fourteen (14) days of the filing of the written grievance.

Step 3. If the grievance is not settled pursuant to Step 2 above, the Employer shall issue a decision in writing within fourteen (14) days from the date of the Step 2 meeting.

3. Working Conditions While Processing Grievance. During the processing of any grievance through the Grievance Procedure, the employee concerned, unless suspended or discharged by the Employer, will continue to work under the conditions which give rise to the grievance.
4. Time Limits. Any grievance not reduced to writing within the required time limit under Step 2 of the Grievance Procedure shall be deemed abandonment of the grievance, and such grievance shall not be entitled to consideration. Any failure by Employer to issue a Step 3 decision within fourteen (14) days from the date of the Step 2 meeting shall be deemed to be an acceptance of the grievance. Any failure by the Union to make a written request for arbitration of a grievance denied at Step 3 in accordance with the deadline under Section 1 of the Arbitration Procedure in Article 13 shall be deemed an abandonment of the grievance. However, the time limits of the Grievance Procedure can be mutually extended by the parties. Such extensions of time shall be in writing.

ARTICLE 13

ARBITRATION PROCEDURE

1. Request for Arbitration, Time Limits. A grievance will be subject to arbitration only if it is processed through the grievance procedure as outlined in Article 12. Request for arbitration must be in writing and must be submitted to the other party within fourteen (14) days from the date of the Employer's written decision at Step 3 of the Grievance Procedure.
2. 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 Service (FMCS) at no cost to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator.
3. Selection of Arbitrator. The parties will select an Arbitrator according to the following procedures:
4. Selection. If the Employer and the Union are unable to promptly agree upon an Impartial Arbitrator, the party requesting arbitration shall request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service (FMCS). Either party may request an alternate FMCS panel of arbitrators in connection with a grievance if such party is unsatisfied with the candidates listed on the initial FMCS panel provided such requesting party does so within fifteen (15) days of receipt of the first FMCS panel. The Impartial Arbitrator will then be selected by the parties alternatively striking off names from the list until one remains. The selection of the Arbitrator should be made within fifteen (15) days after the receipt of the list of Arbitrators.
5. Final and Binding Decision. The decision of the Arbitrator will be in writing and will be final and binding on the Employer, the Union, and the employee.

6. Expenses. Each party shall pay its own expenses incurred in arbitration, including fees and expenses of the Arbitrator which will be borne equally by the Employer and the Union.
7. Time Limits. In the case of a grievance involving loss of time or wages, the Arbitrator or the Arbitration Board may order reinstatement and/or back wages in an amount not to exceed the amount actually lost by the aggrieved party, less income gained from other employment and less unemployment compensation benefits (if any). Wages within the meaning of this Article shall mean all income lost by the Employee due to the violation of the Agreement.
8. Limitation of Arbitrator. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions, or sections of this Agreement. Their decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute their judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

ARTICLE 14

DISCIPLINE AND DISCHARGE

1. Discipline and Discharge. The Employer will discipline Employees for just cause only. Discipline will normally be in the following form:
 - a. Step 1 (1st Written warning):
 - b. Step 2 (2nd Written warning):
 - c. Step 3 (Final written Warning):
 - d. Discharge:

Provided, however, in the case of dishonesty, theft, insubordination, abuse of company assets, abusive behavior towards guests or coworkers, reporting for work or being at work while under the influence of drugs or alcohol or an equally serious violation of the Employer's rules, the preceding progressive discipline need not apply.

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, but such signature shall in no way be an admission of wrongdoing on the part of the Employee. A copy of such reprimands and/or notices shall be given to the Employee and the Union upon issuance.
3. Suspension and Discharge. All suspensions and discharge will be in written form and copies will be emailed to the Union following issuance of such notices. Discharges will be preceded by an investigative suspension, during which an investigation of the incident leading to the discharge will be conducted.

4. 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.
5. Posting of Rules. All rules shall be conspicuously posted by time clocks, on Employee bulletin boards, or in the Employer's Employee Handbook. The Employer's rules shall not conflict with this Agreement, any new work rules must be reasonable, and a copy sent to the Union.
6. Warning Notices - Cancellation. The parties agree that warning notices issued more than thirty-six (36) months will not be relied upon as a basis for future progressive discipline, provided that this commitment in no way alters the agreement of the parties in Section 1 above that progressive discipline is not applicable in the case of the particular types of offenses explained in Section 1.
7. Disciplinary Meetings. In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a union steward and/or union representative present and shall be informed of such right prior to the meeting being held.
8. Interpreters. Upon the request of the employee, the Employer shall provide interpreters for employees not fluent in English during any investigative interview that may lead to discipline or discharge.
9. Personnel Files. The Employer shall, at reasonable times and at reasonable intervals (but not more than once every six months in accordance with MN law), upon the request of an Employee, permit that Employee to inspect such Employee's personnel file on their own time.

ARTICLE 15

LEAVES OF ABSENCE

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 provided the employee satisfies the eligibility requirements under 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 provided the employee satisfies the eligibility required under the Family and Medical Leave Act. For medical leave in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day period.

Employees ready to return to work from 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 writing in which to reinstate the employee.

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 in writing before the date such leave is to begin.
3. Leaves for Personal Reasons – Subject to operational needs as determined by the Employer, Employees may be granted leaves of absence for extraordinary personal or family reasons, not to exceed six (6) months when such leave is requested in writing.
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.
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 in writing of such a return within ninety (90) calendar days after completion of union service.
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.
7. Seniority Accrual – Seniority shall continue to accrue during an approved leave of absence.
8. Funeral Leave – Regular employees, exclusive of probationary, are eligible for funeral leave, when an employee's bereavement involves death in their immediate family, subject to the following conditions. For the purposes of this Article, the term "immediate family" shall be defined as current spouse, current domestic partner, children (including step and foster), parents or legal guardian (including step and

foster), sibling (including step and foster), grandparents, grandchild, current parent-in-law, and parents and/or children of the Employee's domestic partner.

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 two hundred and fifty (250) miles of Minneapolis/St. Paul, and not more than three (3) days if the funeral services are more than two hundred and fifty (250) miles from Minneapolis/St. Paul.
10. 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, and upon the effective date of the MN Paid Family & Medical Leave Law of 2026, any payroll tax levied by the State of MN shall not result in the employees in the bargaining unit paying any more than Employer's non-bargaining unit employees.
11. Minneapolis and St. Paul earned Sick and Safe Leave. Employees will begin to accrue paid sick and safe time on their first day of employment and may begin to use accrued sick leave after ninety (90) days of continuous employment. Employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked, not to exceed six (6) days, forty-eight hours (48) each year. Sick leave may be used or up to eighty (80) hours can be carried over as set forth in the applicable law. Employees will notify management of their desire to use sick and safe time when calling off in accordance with call off procedures.

ARTICLE 16

JURY DUTY

1. Notice to the Employer. Employees must notify their direct manager prior to the commencement of jury service and, if the period of service is for longer than one week, they shall be required to report by telephone to their direct manager at the end of each week of jury duty.
2. Jury Service of Half-Day. In the event that time required for jury duty on any regularly scheduled workday during the period of jury service is a half-day or less, and the employee is excused from further jury service on that day, the employee must immediately make themselves available for work for the balance of said day, unless specifically excused by their direct manager.

ARTICLE 17
SUBCONTRACTING

1. Maintaining Bargaining Unit Integrity. The parties agree that it is desirable to maintain the integrity of the existing bargaining unit. The Employer shall not subcontract out bargaining unit work except as permitted by this paragraph. Before resorting to the use of a temporary/staffing agency to supply a worker to cover a shift that would normally be covered by an employee of Employer in those instances where management has determined there is an actual business need to fill a role on a shift, management will first attempt to fill such role on the shift by following the scheduling process in Article 9, Section 4. Additionally, any such temporary worker utilized in accordance with this paragraph shall not perform bargaining unit work for more than ninety (90) days without becoming an employee of the Employer who is subject to this Agreement. The Employer shall not churn temporary employees for the purpose of avoiding hiring regular employees.

ARTICLE 18
TECHNOLOGICAL CHANGES AND AUTOMATION

1. Technological Changes. Technological change includes but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, or applications, or other scientific advancements to replace or substitute for, improve, alter, increase, or decrease, or evolve the type or manner of work performed by employees in the Employer's workplace.
2. Notice. Before implementing a new technological change or modifying an existing form of technology, the Employer will give the Union a minimum of 30 days' advance notice (unless not practicable).
3. Effects. Upon request by the Union, the Employer will engage in good faith effects bargaining.

ARTICLE 19
PREGNANCY PROTECTION

Accommodations. If an employee so requests, and consistent with both the employee and the Employer's obligations under applicable law, the Employer shall provide a reasonable accommodation related to such employee's pregnancy, childbirth, or related conditions, including but not limited to the need to express milk for a nursing child. "Reasonable accommodation" may include, but is not limited to, more frequent or longer breaks, time off to recover from childbirth, temporary transfer to a less strenuous or less hazardous position, private non-bathroom space to express breast milk, and modified work schedules. Any time off provided as reasonable accommodation will run concurrently with any protected leave the employee is otherwise entitled to take for the condition under applicable law.

ARTICLE 20
EQUIPMENT

1. Supplies. The Employer shall provide sufficient supplies, equipment, and cleaning materials needed for the timely, safe, efficient, and effective performance of their duties to all employees. Employees shall not be disciplined for not completing their work assignments if the Employer has not provided sufficient supplies to complete their duties, provided the employee has given immediate notice to management of any insufficiency so that the problem can be rectified.
2. Defective Equipment. Employees shall report to the Employer all defects of equipment. In the event such reported defect affects safety, the Employer shall investigate the condition to determine its safety and, if necessary, effect repairs to operate such equipment. No employee shall be required to use equipment that they reasonably consider to be in an unsafe condition.

ARTICLE 21
SAFETY & LABOR MANAGEMENT COMMITTEE

1. Committee Standards. The parties shall create a Safety & Labor Management Committee consisting of up to five (5) union-represented employees from any of the venues in the Addenda and designated management representatives not exceeding that same number. This Committee shall meet semi-annually (or at such other regular intervals as mutually agreed) for discussion as a communications committee in the interest of promoting enhanced communication concerning physical safety within the venues, diversity and inclusion, efficiency, cleanliness, quality, productivity, policies and cooperation. The parties agree that this communications committee is not a negotiation or bargaining committee.

ARTICLE 22
SAFETY

A. Commitment to Safety. Commitment to Safety. For the purposes of this contract, “safety” means freedom from physical harm. The Employer affirms its commitment to the safety of its employees and that it will take reasonable measures to provide a safe workplace for all employees. The parties agree to the importance of employees participating in maintaining a safe workplace and agree that employees shall follow all reasonable safety rules and policies, including notifying management of observed safety incidents or unsafe conditions or situations.

1. If an employee has a good faith belief that there is a real danger of serious physical injury to the employee and there is not enough time, due to the urgency of the hazard to get it corrected, the employee may refuse the work assignment provided the employee first asked the employee's manager to eliminate the danger and the manager failed to do so.
2. If an employee has a good faith belief that working an assigned shift will subject the employee to discrimination or harassment (as such terms are defined by law), the

employee may be relieved of the obligation to cover the assigned shift provided the employee gives written notice to management of the employee's good faith belief within twenty four (24) hours of being assigned the shift.

B. Within six (6) months of the date of the agreement, the Employer shall complete a review of and implement updates to existing safety communication protocols, including direction to all employees regarding which positions will be in possession of radios or other devices and how to communicate safety concerns. The safety communication devices that will be considered by Employer as part of the review of existing safety communication protocols include trouble lights, radios, flashlights or other communication devices, and the Safety & Labor Management Committee will provide input into Employer's review process prior to any implementation of updates to the existing safety communication protocols.

C. In the event that the employer receives a report of an alleged violation of its Anti-Harassment & Discrimination Policy, which could include an accusation that anyone has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature, or physical assault towards an employee the employer shall investigate the accusation. At the conclusion of the investigation, the Employer shall take appropriate corrective action, if warranted, and inform the complainant of the fact the investigation has been completed. Subject to the Employer's consideration of confidentiality interests of any third parties involved in the investigation, the Employer may inform a complaining employee of particular corrective action steps taken (which, in a given case, may include a ban on returning to a venue for a period of time determined by the Employer).

If an employee makes a report of alleged workplace misconduct in violation of the Anti-Harassment & Discrimination Policy by a co-worker who works in the same work area, the report may include a request to be reassigned to a different work area away from the accused. If such a request is made, Human Resources or the acting manager on duty will determine whether the request is reasonable and necessary or whether alternative accommodation may be appropriate pending completion of Employer's investigation into the report.

If an individual has been convicted of physically assaulting, sexually assaulting or stalking an employee, the individual convicted of such offense will be banned from any of the venues in the Addenda for a minimum of three (3) years.

D. All employees will remain subject to the anti-retaliation policy in Employer's handbook which prohibits retaliation (including discipline) against any employee for making a good faith complaint of suspected harassment or discrimination or participating in good faith in an investigation.

E. Safety Review. Any workspaces/positions used by bargaining unit members shall have a review as requested at regularly scheduled meetings of the Safety & Labor Management

Committee for the purpose of providing input on potential updates to policies, procedures, and/or training to promote workers' physical safety and wellness.

Bargaining unit employees shall be provided training and personal protective equipment (PPE) for the clean-up and/or disposal of human waste, vomit, blood spill, or discarded syringes. Employees shall comply with the Employer's procedures, whenever they encounter human waste, vomit, blood spill or discarded syringes in the workplace, and shall immediately contact a responder whose duties require the disposal of such substance.

F. PPE/ Safety Equipment. Appropriate PPE shall be provided at no charge to employees for all necessary work with hazardous conditions upon request. Adequate training must be provided for use of all PPE and hazardous work during new hire orientation, if applicable to the particular position, and a record of such training will be made in the personnel record of the employee. Employees cannot be disciplined for refusing a task if they do not have adequate PPE or training.

All workers shall be given surgical face masks (and/or face shields upon request in the case of blood). Additional PPE (gloves, clothing coverings, shoe coverings, eye goggles, etc.) shall be made available to perform hazardous work upon request.

G. Training. Within three (3) months of the date of this agreement, the Employer shall offer trainings for those employees in specific job functions for which the particular type of training is relevant in topics that may include, depending upon the job function, crisis response, de-escalation, sexual harassment, first aid, naloxone (Narcan), alcohol awareness & service, pathogen etc. The above is not an exhaustive list of training that can be offered, and the parties expect that the Safety & Labor Management Committee will provide input on potential training topics and the frequency of training on such topics. The Employer agrees to give good faith consideration to all such input.

ARTICLE 23

BREAKS

All bargaining unit employees shall be entitled to one ten (10) minute paid break for every four (4) hours worked.

ARTICLE 24

GROUP HEALTH INSURANCE

Employees in the bargaining unit who satisfy the eligibility conditions for participation in the group health insurance program offered by First Avenue Productions, LLC may participate in such program on the same terms and conditions as employees who are outside the bargaining unit. The terms and conditions of such program (including carrier, deductibles, co-pays, plan design and premiums) may be changed annually provided that any such changes are the same for non-bargaining unit employees.

ARTICLE 25
PTO (PAID TIME OFF) & EARNED SICK AND SAFE TIME (ESST)

1. Paid Time Off. Employees in the bargaining unit may participate in the Paid Time Off (PTO) program made available to Employer's non-bargaining unit employees under the same terms and conditions as applicable to such non-bargaining unit employees, including satisfaction of the full-time (40 hours/week) average over the previous calendar year condition of eligibility.

2. Earned Sick and Safe Time. Employees in the bargaining unit are eligible to utilize earned sick and safe time under Minnesota's Earned Sick and Safe Time (ESST) law. ESST accrual shall begin immediately when an employee starts working for Employer.

ARTICLE 26
STATE AND FEDERAL LAW AND SAVINGS CLAUSE

It is the intention of this Agreement that it be in conformity with all applicable State, City and Federal Laws and if any part of this Agreement shall be found to conflict with such laws, the law shall apply, and the remaining terms and provisions of the Agreement shall remain in full force and effect.

ARTICLE 27
SALE OR TRANSFER

In the event Employer sells, sublets, or assigns some or all of the business, Employer will notify the Union of the sale, sublease, or assignment prior to a public announcement and, upon receipt of a timely request, meet with the Union to discuss the effects on the bargaining unit employees.

ARTICLE 28
TERM OF AGREEMENT

This Agreement shall become effective upon ratification, 2025 and shall remain in full force and effect through and including January 31, 2028. This Agreement shall continue from year to year thereafter unless either party gives written notice by registered mail, return receipt, to the other party and to the Federal Mediation & Conciliation Services (FMCS), to be received no more than ninety (90) days nor less than sixty (60) days prior to initial expiration or any yearly anniversary date thereafter, of intention to reopen or modify the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, as indicated below:

EMPLOYER
(First Avenue Productions, LLC)

By D. Trak

Its _____

Date: _____, 2025

UNION
UNITE HERE Local 17

By Justin Smack

Its President

Date: March 6, 2025

Appendix A

<u>Classifications</u>	<u>Ratification</u>	<u>12 Months</u>	<u>24 months</u>
Floor/ID Checker/Door/Ticket Taker	\$17.50	\$18.00	\$18.50
Backstage/Band Access (f/k/a security/elevator)	\$17.50	\$18.00	\$18.50
Hospitality (minimally tipped)	\$17.50	\$18.00	\$18.50
Box Office (Ticket Seller)	\$18.00	\$18.50	\$19.00
Leads	\$20.75	\$21.25	\$21.75
Working Lead (f/k/a lead usher)	\$20.75	\$21.25	\$21.75
Pit/Barricade	\$20.00	\$20.50	\$21.00
Bartender	Min Wage	Min Wage	Min Wage
Barback	Min Wage	Min Wage	Min Wage
Wait Staff	Min Wage	Min Wage	Min Wage
Depot Bar/Wait	Min Wage	Min Wage	Min Wage
Culinary (Cook)	\$20.00	\$20.50	\$21.00

* Any non-tipped employee who upon ratification does not receive a wage increase of at least \$.50/hour by virtue of the application of the new wage schedule above or the Longevity Premium below will receive a wage increase in such amount that will cause the employee to achieve at least a \$.50/hour wage increase for work on non-tipped shifts.

* Employees working non-tipped shifts will be eligible to receive an additional hourly premium ("Longevity Premium") for such shifts under the terms described in the attached Longevity Premium Addendum.

Longevity Premium Addendum

Employees will be eligible to receive an hourly premium ("Longevity Premium") on top of the regular hourly wage rate for their work on non-tipped shifts which such Longevity Premium will be calculated as follows:

1. **Definition of Longevity Years of Service.** Longevity Years of Service means the full years of service of those employees who have remained continuously employed with no break in service since their date of hire and will be measured as of January 1 each year.
2. **Longevity Premium Schedule.** An additional sum will be paid for hours worked on a non-tipped shift according to the following Longevity Premium schedule so long as the employee is actively working with no break in continuous service:

After 1 Longevity Year of Service	\$.50 / Hour
After 3 Longevity Years of Service	\$1.50 / Hour
After 5 Longevity Years of Service	\$1.75 / Hour
After 10 Longevity Years of Service	\$2.00 / Hour
After 15 Longevity Years of Service	\$2.50 / Hour
After 20 Longevity Years of Service	\$3.00 / Hour

3. **Break in Continuous Service.** If an employee experiences a break in continuous service, as defined in Article 9, Section 11, and later seeks to work for Employer once again, the calculation of potential Longevity Years of Service would restart from the employee's new Employer Seniority date as defined in Article 9, Section 3.

Addendum 1
(First Avenue Main Room)

Employer and the Union agree that the Union is the exclusive bargaining agent of the employees in the job classifications at the First Avenue Main Room listed below and that the wage rates applicable to hours worked in those job classifications during the term of the contract shall be as follows:

<u>Classifications</u>	<u>Ratification</u>	<u>2/1/2026</u>	<u>2/1/2027</u>
Floor/ID Checker/Door	\$17.50	\$18.00	\$18.50
Backstage/Band Access (f/k/a security/elevator)	\$17.50	\$18.00	\$18.50
Hospitality (minimally tipped)	\$17.50	\$18.00	\$18.50
Box Office (Ticket Seller)	\$18.00	\$18.50	\$19.00
Leads	\$20.75	\$21.25	\$21.75
Pit/Barricade	\$20.00	\$20.50	\$21.00
Bartender	Min Wage	Min Wage	Min Wage
Barback	Min Wage	Min Wage	Min Wage
Wait Staff	Min Wage	Min Wage	Min Wage

EMPLOYER
(First Avenue Productions, LLC)

By D. Trak

Its _____

Date: _____, 2025

UNION
UNITE HERE Local 17

By Christa Currad

Its President

Date: March 6, 2025

Addendum 2
(7th Street Entry)

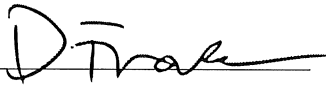
Employer and the Union agree that the Union is the exclusive bargaining agent of the employees in the job classifications at the 7th Street Entry listed below and that the wage rates applicable to hours worked in those job classifications during the term of the contract shall be as follows:

<u>Classifications</u>	<u>Ratification</u>	<u>2/1/2026</u>	<u>2/1/2027</u>
Floor/ID Checker/Door	\$17.50	\$18.00	\$18.50
Backstage/Band Access (f/k/a security/elevator)	\$17.50	\$18.00	\$18.50
Hospitality (minimally tipped)	\$17.50	\$18.00	\$18.50
Box Office (Ticket Seller)	\$18.00	\$18.50	\$19.00
Pit/Barricade	\$20.00	\$20.50	\$21.00
Bartender	Min Wage	Min Wage	Min Wage
Barback	Min Wage	Min Wage	Min Wage
Wait Staff	Min Wage	Min Wage	Min Wage

EMPLOYER

(First Avenue Productions, LLC d/b/a 7th Street Entry)

By



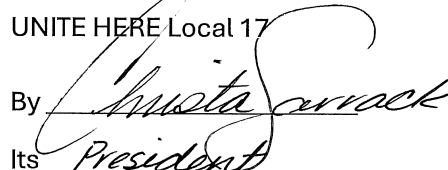
Its

Date: _____, 2025

UNION

UNITE HERE Local 17

By



Its

Date: 3/6/25, 2025

**Addendum 3
(Depot Tavern)**

Employer and the Union agree that the Union is the exclusive bargaining agent of the employees in the job classifications at the Depot Tavern listed below and that the wage rates applicable to hours worked in those job classifications during the term of the contract shall be as follows:

<u>Classifications</u>	<u>Ratification</u>	<u>2/1/2026</u>	<u>2/1/2027</u>
Hospitality (minimally tipped)	\$17.50	\$18.00	\$18.50
Leads	\$20.75	\$21.25	\$21.75
Bartender	Min Wage	Min Wage	Min Wage
Barback	Min Wage	Min Wage	Min Wage
Wait Staff	Min Wage	Min Wage	Min Wage
Depot Bar/Wait	Min Wage	Min Wage	Min Wage
Culinary (Cook)	\$20.00	\$20.50	\$21.00

EMPLOYER

(First Avenue Productions, LLC d/b/a Depot Tavern)

By D. Trane

Its _____

Date: _____, 2025

UNION

UNITE HERE Local 17

By Christa Carrack

Its President

Date: 3/6/25, 2025

Addendum 4
(Fine Line)

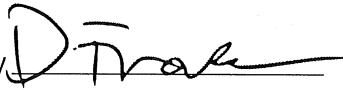
Employer and the Union agree that the Union is the exclusive bargaining agent of the employees in the job classifications at the Fine Line listed below and that the wage rates applicable to hours worked in those job classifications during the term of the contract shall be as follows:

<u>Classifications</u>	<u>Ratification</u>	<u>2/1/2026</u>	<u>2/1/2027</u>
Floor/ID Checker/Door	\$17.50	\$18.00	\$18.50
Backstage/Band Access (f/k/a security/elevator)	\$17.50	\$18.00	\$18.50
Hospitality (minimally tipped)	\$17.50	\$18.00	\$18.50
Box Office (Ticket Seller)	\$18.00	\$18.50	\$19.00
Pit/Barricade	\$20.00	\$20.50	\$21.00
Bartender	Min Wage	Min Wage	Min Wage
Barback	Min Wage	Min Wage	Min Wage
Wait Staff	Min Wage	Min Wage	Min Wage

EMPLOYER

(First and Third Productions LLC d/b/a the Fine Line)

By



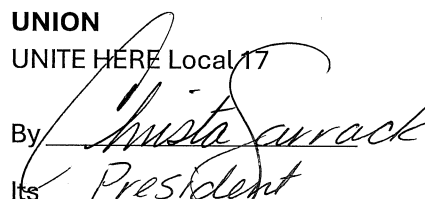
Its _____

Date: _____, 2025

UNION

UNITE HERE Local 17

By



Its President

Date: March 6, 2025

Addendum 5
(Turf Club)

Employer and the Union agree that the Union is the exclusive bargaining agent of the employees in the job classifications at the Turf Club listed below and that the wage rates applicable to hours worked in those job classifications during the term of the contract shall be as follows:

<u>Classifications</u>	<u>Ratification</u>	<u>2/1/2026</u>	<u>2/1/2027</u>
Floor/ID Checker/Door	\$17.50	\$18.00	\$18.50
Backstage/Band Access (f/k/a security/elevator)	\$17.50	\$18.00	\$18.50
Hospitality (minimally tipped)	\$17.50	\$18.00	\$18.50
Box Office (Ticket Seller)	\$18.00	\$18.50	\$19.00
Pit/Barricade	\$20.00	\$20.50	\$21.00
Bartender	Min Wage	Min Wage	Min Wage
Barback	Min Wage	Min Wage	Min Wage
Wait Staff	Min Wage	Min Wage	Min Wage
Culinary (Cook)	\$20.00	\$20.50	\$21.00

EMPLOYER

(Turf Club LLC d/b/a Turf Club)

By D. Trane

Its _____

Date: _____, 2025

UNION

UNITE HERE Local 17

By Christa Sarrack

Its President

Date: March 6, 2025

Addendum 6
(Fitzgerald Theater)

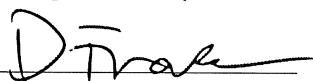
Employer and the Union agree that the Union is the exclusive bargaining agent of the employees in the job classifications at the Fitzgerald Theater listed below and that the wage rates applicable to hours worked in those job classifications during the term of the contract shall be as follows:

<u>Classifications</u>	<u>Ratification</u>	<u>2/1/2026</u>	<u>2/1/2027</u>
Floor/ID Checker/Door/Usher	\$17.50	\$18.00	\$18.50
Backstage/Band Access (f/k/a security/elevator)	\$17.50	\$18.00	\$18.50
Hospitality (minimally tipped)	\$17.50	\$18.00	\$18.50
Box Office (Ticket Seller)	\$18.00	\$18.50	\$19.00
Leads	\$20.75	\$21.25	\$21.75
Bartender	Min Wage	Min Wage	Min Wage
Barback	Min Wage	Min Wage	Min Wage
Wait Staff	Min Wage	Min Wage	Min Wage

EMPLOYER

(Exchange Street Operations LLC dba the Fitzgerald Theater)

By



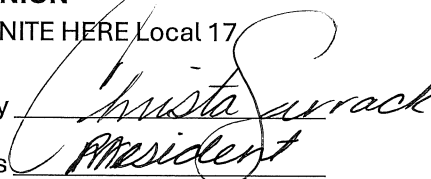
Its

Date: _____, 2025

UNION

UNITE HERE Local 17

By



Its

Date: March 6, 2025

**Addendum 7
(Palace Theatre)**

Employer and the Union agree that the Union is the exclusive bargaining agent of the employees in the job classifications at the Palace Theatre listed below and that the wage rates applicable to hours worked in those job classifications during the term of the contract shall be as follows:

<u>Classifications</u>	<u>Ratification</u>	<u>2/1/2026</u>	<u>2/1/2027</u>
Floor/ID Checker/Door/Usher	\$17.50	\$18.00	\$18.50
Backstage/Band Access (f/k/a security/elevator)	\$17.50	\$18.00	\$18.50
Hospitality (minimally tipped)	\$17.50	\$18.00	\$18.50
Box Office (Ticket Seller)	\$18.00	\$18.50	\$19.00
Leads	\$20.75	\$21.25	\$21.75
Working Lead (f/k/a lead usher)	\$20.75	\$21.25	\$21.75
Pit/Barricade	\$20.00	\$20.50	\$21.00
Bartender	Min Wage	Min Wage	Min Wage
Barback	Min Wage	Min Wage	Min Wage
Wait Staff	Min Wage	Min Wage	Min Wage

EMPLOYER

Palace Theatre Operations LLC d/b/a Palace Theatre

By D. Drake

Its _____

Date: _____, 2025

UNION

UNITE HERE Local 17

By Christa Sarrack

Its President

Date: March 4, 2025

Addendum 8

First Avenue Productions Transit Opportunities

Organization/Opportunities:

1. City of Minneapolis – Employee Parking

- a. 10th and Hennepin Ramp Voucher
 - i. Employee benefit: Discounted parking proposal for \$3 for Employees only.
 - ii. Status: In process. Not official yet.
 - iii. Details:
 - 1. Enter after 3:00 pm leave before 8:00 am. They print vouchers and we have them in the venues and distribute to employees. It's a secure ramp so the employee would need to hold their ticket with them to get back into the ramp but the positive to that is the ramp doesn't have any loitering. Then they place the ticket and voucher into the machine on the way out and pay \$3.

2. Minneapolis ABC Ramps Programs

- a. Mobility Hub's Carpool to Work
 - i. Employee benefit: 24/7 parking for \$20/month
 - ii. Status: Existing program with ABC Ramps.
 - iii. Details
 - 1. ABC Ramps offer a \$20/month carpool program. With the Carpool to Work program, you must live and travel from outside of the downtown core. Parking is available 24/7 in reserved carpool stalls so long as cars enter and leave with a minimum of two people.
- b. Secure Bike Lockers
 - i. Employee benefit: Secure/private bike parking
 - ii. Status: Existing program with ABC Ramps.
 - iii. Details
 - 1. Ramp A has secured enclosed bike lockers that can be rented for \$50/year.
- c. Bike + Ride Program
 - i. Employee benefit: Secure bike parking in a locked/monitored fenced bicycle section
 - ii. Status: Existing program with ABC Ramps.
 - iii. Details

1. Bikes are parked in a fenced in bike parking area only accessible with a key. Registration is free.

3. **Metro Transit**

Note: There is an online resource called “Trip Planner,” as well as phone resources available Mon-Fri 6:30am-8pm, and Saturdays 8am-4:30pm that can help passengers with their commutes. This is 612-373-3333 by phone, or 612-444-1161 by text.

Cross-city trips were mapped out with them, for some of the longest commutes and appear to be available. For example, Palace on Saturday night should be able to take Metro Transit back to Minneapolis VIA a 54 bus that leaves St. Paul at 11:23pm.

This trip planner is very easy to use: <https://www.metrotransit.org>

a. **Metropass**

- i. Employee benefit: Unlimited access to Metro Transit light rail and bus routes for \$83/month pretax deduction from paycheck
- ii. Status: First Ave looking into program with Metro Transit.
- iii. Details
 1. Metro Transit creates a physical card for each employee in the program. They also provide temporary cards for new hires and employees who may have forgotten their card for the day.

b. **Guaranteed Ride Home (GRH) program**

- i. Employee benefit: Registered program participants can use the Guaranteed Ride Home program up to four times per year (based on your signup date) or \$100 in value, whichever comes first.
- ii. Status: Existing program with Move Minneapolis.
- iii. Details
 1. Guaranteed Ride Home is a free reimbursement program for registered commuters. Its purpose is to minimize the chance of being “stuck at work” due to limited transit schedules, like express routes that only travel in one direction at certain times during the day. It provides registered commuters a sense of comfort knowing they can take care of family emergencies or stay late completing a project while still taking transit and/or alternative modes of commuting.

4. **St. Paul Parking Ramps**

a. **Municipal Ramp 7A Deal.**

- i. Employee benefit: \$5 discounted rate for employees only.
- ii. Status: Verbal agreement reached. Needs to be finalized and put in writing.

- iii. Details: Normal rates are as follows. Location is across intersection from Fitzgerald Theater and 2 blocks from Palace.

Ramp 7A Public Rates:

First 30 min \$5.00

30 - 60 Min\$6.00

1 to 2 hours\$7.00

2 to 3 Hours\$8.00

3 to 4 hours\$10.00

4 to 8 hours\$15.0