

COLLECTIVE BARGAINING AGREEMENT

Between

UNITE HERE LOCAL 8

&

SERVICE AMERICA
CORPORATION, SODEXO
LIVE!

EFFECTIVE

January 1, 2024 through December 31, 2026

**AGREEMENT BETWEEN
SERVICE AMERICA CORPORATION, SODEXO
LIVE!
AND
UNITE HERE! LOCAL 8**

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AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of June 16, 2024, by and between Service America Corporation, Sodexo Live! (hereinafter referred to as the "Employer" or "Company") and UNITE HERE! Local 8 (hereinafter referred to as the "Union") and collectively referred to as "the Parties".

WITNESSETH

That for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Employer and the employees in the bargaining unit hereinafter defined and, it is the desire and intention of the parties to provide orderly collective bargaining relations between the Employer and the Union; and to the end that continuous and efficient service may be rendered by both parties and, for the mutual benefit of both, it is here agreed that:

ARTICLE 1 - RECOGNITION

Section 1.01 - Employees Covered by Agreement. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining for all Employees working at the sports stadium located at 1250 1st Avenue S., Seattle WA 98134 (currently T-Mobile Park). Jurisdiction extends to all hourly and commissioned-paid Employees, except office clerical, level supervisors, security guards and all other managerial employees of the Employer at this workplace.

Section 1.02 - Purpose. This Agreement is made and entered into for the purpose of establishing rates of pay, wages, hours of work, and other terms and conditions of employment for employees covered under this Agreement employed by the Employer at its place of business, located at 1250 1st Avenue S., Seattle WA 98134 (currently T-Mobile Park).

Section 1.03 - No Individual Contract. No Employee shall be compelled or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying from the conditions of employment herein.

Section 1.04 - Bargaining Unit Work. The Parties agree that bargaining unit work is intended to be performed by bargaining unit employees. Consistent with that understanding, it is agreed and understood that job duties of supervision and/or other non-represented employees shall not be expanded to include bargaining unit work except under the following conditions:

- In emergency situations where bargaining unit employees are not available.
- Where such duties are incidental to the performance of supervision including training.

This provision shall not apply to the position of the Executive Chef or, in his/her absence, their designee.

Section 1.05 Dignity and Respect. The Employer and the Union Agree that all employees, Union Representatives, Supervisors, and managers will treat each other, regardless of position with Dignity and Respect.

ARTICLE 2 -JOB SECURITY, SUCCESSORSHIP & SUBCONTRACTING

Section 2.01 - Subcontracting. The Employer has engaged or plans to engage the services of eight (8) subcontractors representing local businesses to run food and beverage outlets. The Employer may not use more than eight (8) subcontractors, unless it is requested to do so by the Mariners. The Employer agrees to notify the Union in a timely manner should the Mariners request the Employer utilize any additional subcontractors (beyond 8), and the Employer agrees to negotiate over the impact or effects of adding such additional subcontractors requested by the Mariners. Subject to operational needs and terms associated with the subcontractors, when bargaining unit employees are available, the Employer shall strive to staff subcontractor outlets with bargaining unit cashiers and front line stand workers. The current subcontractors are listed on Exhibit B.

Section 2.02 - Use of Temporary Employment Agencies. The Employer may use the services of a temporary agency only when there are not enough workers available from the following categories:

1. Qualified bargaining unit employees.
2. Qualified personnel from the Union hiring hall.
3. Charity group volunteers.

When feasible, bargaining unit employees shall be awarded preference in choosing work locations over charity group volunteers and temporary workers.

Section 2.03 - Successorship and Job Security.

- A. If the Employer sells or transfers its business, or any part thereof, during the term of this agreement, he shall notify the successor and/or assignee that the terms of this Agreement are binding upon such successor.
- B. In the event of a sale and/or transfer of the business operations covered by the Agreement or any part thereof, the Employer shall, before any sale or transfer or any other change in name or ownership, give notice in writing to the Union of the proposed sale or transfer and identify the parties. Such notice shall be provided prior to the close of the sale and/or transfer.
- C. Prior to reaching a final agreement with the purchaser or transferee (collectively referred to as Transferee), concerning the sale or transfer of the business, the

Employer shall inform the Transferee in writing of the terms of the Agreement. A copy of this letter to the Transferee shall be sent to the Union.

ARTICLE 3 - UNION SECURITY AND DUES CHECKOFF

Section 3.01 - Union Security. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date this Agreement is executed shall remain members in good standing, and those who are not members on the date this Agreement is executed shall, within thirty-one (31) days following the date this Agreement is executed, become and remain members in good standing in the Union. It is also a condition of employment that all employees covered by this Agreement and hired on or after the date this Agreement is executed shall, within thirty-one (31) days following the beginning of such employment, become and remain members in good standing in the Union. The Employer will notify the Union within twenty (20) calendar days following the employment of a new employee on a "Notice of Employment" form, which shall be furnished by the Union upon request of the Employer.

Section 3.02 - Full Union Membership. All employees who wish to become full Union members will be requested to execute a "dues authorization form" for the Employer in accordance with the provisions set forth in Article 4.

Section 3.03 - Good Standing. "Good standing" as used in this Article 3, shall mean that the employee has paid or offered to pay the initiation fees and regular monthly dues uniformly required for membership in the Union.

Section 3.04 - Non-Compliance. The Employer agrees that upon a written notice from the Union, it will not retain any employee whose membership in the Union is not in "good standing" and/or has been suspended, or where the employee has failed to acquire membership in the Union as set forth under this Article 3.

Any employee who fails to acquire and/or maintain their membership in the Union as required in Article 3 will, within five (5) calendar days after receipt of a written notice from the Union that the employee has failed to comply with the provisions of Article 3, be suspended by the Employer without pay and without loss of seniority.

The affected employee shall then have seven (7) calendar days in which to either cure his or her delinquent status or make the necessary arrangements mutually agreeable to the employee and the Union to establish a payment schedule to resolve their delinquent status. No employee will be terminated by the Employer for non-compliance with this Article 3 until such time as the Union provides to the Employer a written notice that the demand for the employee's termination is predicated upon the employee's failure to comply with the requirements of Article 3 and for no other reason.

Section 3.05 - Hold Harmless. The Union shall indemnify and save the Employer harmless against any and all claims, demands suits or other forms of liability of any kind

whatsoever which may arise out of, or by reason of, action taken or omitted by the Employer at the Union's request in reliance upon any authorization cards or forms for the deduction of initiation fees and periodic union dues, or in reliance upon a request by the Union under Section 3.05. Furthermore, the Union will also provide a defense for the Employer against any such claims or demands using competent and experienced counsel of the Union's choice, at the Union's sole expense, provided that no settlement shall be made without the prior written agreement of the Union.

ARTICLE 4 - DUES CHECKOFF, CHARITY GROUPS & HERE TIP FUND

Section 4.01 - Dues Checkoff. The Employer will, upon written authorization of the employee on a form provided by the Union, deduct from the wages of each employee covered by this Agreement, the Union initiation fees, reinstatement fees, regular monthly dues uniformly levied by the International Union and Local Union upon members in accordance with the Constitution and Bylaws of the Union (including all arrearages from incumbent employees), and shall remit such deductions to the Local Union no later than the twentieth (20th) day of each month during the period of this Agreement. Such authorization is made pursuant to the provisions of Section 302 C of the Labor Management Relations Act of 1947, as amended. The Employer shall present Union dues authorization forms to employees during the new hire process, orientations, and roll calls, and shall remit completed forms to the Union. The Union will make digital and paper forms available to the Employer. Should any employee choose not to sign a Dues Checkoff authorization form, that employee shall pay the required dues and initiation fees directly to the Union. In such an event, the Employer shall, within seven (7) days, notify the Union of the name, address, social security number, classification and date of employment of such employee. For all per event dues payers, the Employer shall include with its dues remittal the number and date of shifts worked and amount of per event deductions made in each pay period. The Employer and the Union will address any errors in the amount deducted on a case-by-case basis with the objective of promptly making corrections. The Employer will not correct errors, or attempt to do so, by unilaterally deciding to reduce the amount remitted to the Union.

Section 4.02 - Charity, Non-Profit Groups. The use of non-profit groups in the concession stands shall be limited to the sole purpose of being able to fill staffing needs for high attendance events. Charity Groups may only be called upon to work when the Employer's available workforce in that job classification has been fully assigned for work, and when the Union hiring hall has exhausted all available extras to work at SodexoLive! and has no other extras available for work. Both the Employer and the Union will make good faith attempts at recruiting and training new hires to staff open positions.

Training Fund Contributions. The Employer shall make a contribution of two dollars (\$2.00) per Charity Group volunteer per day, up to a maximum of ten (10) volunteers per group to the Pacific Northwest Hospitality Training Program ("Training Program"), 2323 Eastlake Ave. E., Seattle, WA, 98102, or another

address as designated by the Union. The monies shall be remitted to the Training Fund on the date the dues monies are normally submitted.

This contribution to the Training Fund shall cease effective December 31, 2024. Effective January 1, 2025, the Employer shall commence payment to the Pacific Northwest Training Program on a per hour basis as detailed in Section 5.04 below.

Non-profit organizations may be called on to staff concession stands under the following conditions:

- a. Charity Groups will not be allowed to operate on the premises unless the Charity Group signs an "Individual Volunteer Agreement" form provided to them by the Employer which shall prohibit the Charity Group's compensation of volunteers for work in the stand and shall set other rules of conduct and expectations.
- b. The Employer shall make every reasonable effort to ensure there are a sufficient number of Stand Supervisors to supervise the stands staffed by Charity Groups.

Section 4.03 -UNITE HERE T.I.P. Fund. The Employer agrees to honor political contribution deductions from its employees in the following form:

"I hereby authorize my employer to deduct from my pay the sum of \$ per pay period and to forward that amount as my voluntary political contribution to the UNITE HERE T.I.P. (To Insure Progress) Political Committee, 275 Seventh Avenue, New York, NY 10001. My decision to participate in the UNITE HERE T.I.P. Political Program is a voluntary one and I understand that I am under no obligation to contribute to it, since contributions are neither a condition of my continued employment or membership in the Union. I also understand that this authorization may be revoked by me at any time and that it is automatically revoked upon my termination."

The political contribution shall be made once each month during which an employee who has performed compensated service has in effect voluntarily executed political contribution deduction authorization. The Employer shall remit such deductions no later than the twentieth (20th) day of each month during the period of this Agreement to: UNITE HERE T.I.P. (To Insure Progress) Political Committee, 275 Seventh Avenue, New York, NY 10001 recognizing that addresses may change, the parties agree that it is incumbent on the Union to notify the Employer, in writing, of any changes to the mailing address listed in this Section.

Employees wishing to contribute to the UNITE HERE T.I.P Fund shall complete the form.

Section 4.04 - Employee Roster. To permit the Union to properly and efficiently carry out its responsibilities, the Company shall provide the following information to the Union:

- a. By the tenth (10th) day of each month, a list of all employees hired into the bargaining unit or transferred into the bargaining unit during the preceding month, including each employee's name, employee ID number, department, job title, home address, phone number, status (full time, part time, etc.), date of hire.
- b. By the tenth (10th) day of each month, a list of all bargaining unit employees terminated, placed on leave of absence or transferred out of the bargaining unit during the preceding month including each employee's name, social security number, the reason for such termination, leave of absence or transfer and the date(s) of such personnel transactions, and the expected date of return for leaves of absence.
- c. The reports described in subsections (a) and (b) shall be sent to the Union by fax or mail or downloaded from the Company's FTP site by the Union or uploaded by the Company to the Union's FTP site (SePuede Employer Portal) or via email. The Union shall provide a timely confirmation to the Employer the reports identified in subsections (a), (b) and (d) have been received.
- d. The Company shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, job title, date of birth, date of hire and sex. Data regarding employee ethnicity will not be shared with any person, media or entity outside the Union and employee benefit funds. This report shall be in an Excel spreadsheet or in a formatted text format like .csv format, containing header information in any one of the following media:
 1. Downloaded by the Union from the Company's FTP site;
 2. Uploaded by the Company to the Union's FTP site;
 3. Via e-mail transmission;
 4. CD ROM.

The Union shall provide to the Employer by the 25th of each month a list of the current active dues paying members indicating the choice of the employee relative to their dues remittance identifying those employees who are:

- Per Event
- Full month payers
- Self-remitting
- Employees that have a dues waiver
- Employees who have elected to make voluntary contributions to the Union's T.I.P. Fund and the amount of their contribution

Section 4.05 - Hold Harmless. The Union shall indemnify and save the Employer harmless against any and all claims, demands suits or other forms of liability of any kind whatsoever which may arise out of, or by reason of, action taken or omitted by the Employer in reliance upon any authorization cards or forms for the deduction of initiation fees and period union dues or service fees, or for voluntary political deductions as

outlined in this Article.

ARTICLE 5 - HIRING & TRAINING

Section 5.01 - Promotions within the Bargaining Unit. In order to afford unit employees an opportunity for promotion to higher rated jobs within the bargaining unit, the Employer shall post on a bulletin board accessible to all employees for seven (7) calendar days, a notice of all unit vacancies that the Employer is seeking to fill. Persons shall apply for the posted vacancies by sending a written request to the Human Resources Department or other designee as indicated in the posting or by other mutually agreed upon procedures and the Employer shall make every effort to fill vacancies in bargaining unit positions with bargaining unit members before filling those positions with other employees or new hires. The Employer shall strive to make the selection within fourteen (14) calendar days of the completion of the posting period. When more than one active current employee meets the qualifications for a position, selection of employees to fill the vacancy shall be governed by seniority. The Employer is the sole decision maker in determining an employee's qualifications. The posting of such notice shall not in any way preclude the Employer from temporarily filling the vacancy until a selection is made. An employee who fails to apply in writing for a posted vacancy may not claim to be aggrieved when the vacancy is filled by the Employer.

After filling the vacancy, and upon request from the Union, the Employer will provide the relevant Union Representative with a list of everyone who applied, their classification and their seniority date, as well as who was selected.

Section 5.02 - Union Facilities. The Union or its designee (such as the Training Program or the MLK Labor Virtual Hiring Hall), shall maintain facilities to list and dispatch persons available for work for the convenience of the industry and its members. The Employer shall have the right to utilize those facilities as a hiring source. The Employer shall use the services of the hiring office in posting all jobs within the scope of this Agreement and shall requisition personnel in such classifications and quantities as the Employer may need from time to time. If the Employer is unable to obtain a sufficient number of employees in available positions and the Union is unable to provide qualified applicants, the Employer may utilize the services of other sources.

Section 5.03 - Notification. The Employer agrees to notify the Union or its designee of open positions, including classification and approximate staffing requirements, at the time of posting such a position publicly. The Employer also agrees to notify the Union in writing whenever temporary employees are used, except for those temporary employees dispatched by the Union.

Section 5.04 - Union Training Program. The parties recognize that the Union is in the process of establishing a Training Program. Therefore the provisions of Section 5.01 shall not apply until such a time that the program becomes established. Once established, the Union shall notify the Employer of the program and the parties shall meet to discuss the implementation of Section 5.02.

Pacific Northwest Hospitality Training Program.

- a. Effective January 1, 2025, the Employer shall contribute five cents (\$0.05) per hour for every hour worked by every employee covered by this Agreement to the Pacific Northwest Hospitality Training Program ("Training Program") with a maximum contribution of 275,000 hours. Effective January 1, 2026, the Employer shall contribute ten cents (\$0.10) per hour for every hour worked by every employee covered by this Agreement with a maximum contribution of 275,000 hours. The monies shall be remitted to the Training Program at 2323 Eastlake Ave E, Seattle WA, 98102, or another address as designated by the Union, by the 20th day of the following month. Participation language uniformly required by the Training Program is contained in Exhibit E.
- b. The Employer agrees to cooperate with the union and the training fund in its pursuit of public and private workforce development funding. Cooperation may include but is not limited to providing letters of commitment or support, meeting with funders, and otherwise providing information and assistance to support efforts to secure funds in addition to employer contributions.
- c. The Employer shall designate a Training Program liaison to collaborate with the Training Program on referrals to open positions and maintain application, interview, and onboarding records of external applicants from the Training Program.
- d. The employer agrees to grant interviews to candidates referred by the training program who meet minimum qualifications for an open position. Applications from candidates referred by the Training Program shall be considered after internal candidates from the bargaining unit, but before candidates from outside sources.
- e. If the employer deems a training center-referred candidate "not-qualified" for the position, the liaison shall allow a representative from the training center an opportunity to provide any relevant information or clarification regarding the referred applicant's candidacy.
- f. If the Employer does not hire a candidate referred by the Training Program, the employer shall provide written feedback to the training program, citing where the candidate fell short of the chosen candidate within 14 days of position being filled.
- g. The employer and the union agree to convene, no less than four times a year, meetings with the Training Program to review this hiring process and to try to resolve related challenges.

Section 5.05 - Employment Background Checks. To continue employment in, receive a promotion for, or receive a transfer to any position that is covered by this Agreement, a

bargaining unit employee:

1. Will not be subject to a mandatory Credit report. The term "Credit report" means a consumer report where any information contained bears on the employee's personal creditworthiness, personal credit standing, or personal credit capacity.
2. May be asked about or required by the Employer to disclose arrests and/or formally filed criminal charges only if they resulted in a conviction or are pending.

Notwithstanding the above, the hiring process for a position at this unit that is covered by this Agreement may involve, among other things, a criminal background check to the extent permitted by law *and in accordance with the Seattle Fair Chance Employment Ordinance*.

The Parties agree to the above sections provided that they are consistent with the applicable client and security requirements needed to obtain access to the facility.

ARTICLE 6 - UNION ACTIVITY & SHOP STEWARDS

Section 6.01 - Shop Stewards. The Union shall have the right to install a reasonable number of shop stewards in the establishment. The Union shall provide the Employer the names of the Shop Stewards at the time they appointed and/or when they are removed, and thereafter at reasonable intervals if requested by the Employer. Shop Stewards shall not have the authority to alter, amend, modify add to or delete from the terms and conditions of this Agreement. Shop Stewards shall carry out such responsibilities as are given them by the Union but they shall not interfere with the management of the establishment or direct the work of any employee. Such stewards shall not interfere with the steward's job assignment. Shop Stewards may be permitted a reasonable amount of time off with pay during normal working hours to investigate matters involving employee discipline and/or discharge provided however, that there is no disruption in work, and provided further that the immediate Supervisor has been notified in advance and prior arrangements are made. The Employer shall be notified in writing in advance of the appointment of a shop steward and advised of changes.

Section 6.02 - Union Visitation.

- a. Visitation Representatives of the Union shall be permitted to visit the premises of the Employer at any reasonable time during working hours; provided that no interviews with employees shall be held during peak hours or unreasonably disrupt employees' duties. Such interviews shall be conducted in non-public areas. The business representative of the Union will give the Employer notice of the visitation upon or prior to arrival at the employer's establishment, and before conducting any Union business.
- b. Union representative(s) will be given fifteen (15) minutes at all new hire

orientations and roll call meetings to introduce themselves and share information with members about the Union and the CBA.

Section 6.03 - Union Activities. There shall be no discrimination, interference, restraint, or coercion by the Employer, manager, or Employer representatives to any employee because of his or her activities in the affairs of the Union or because of membership in the Union.

Section 6.04 - Union Buttons Permitted. The Employer shall not prohibit any employee from wearing a Union button; however, the Employer may request that certain classifications wear their Union button in the same area that employee nametags are normally displayed.

Section 6.05 - Copy of this Agreement Posted. The Employer agrees to make a copy of this labor Agreement available in the payroll office and in any office where employees are processed for hire.

Section 6.06 - Union Bulletin Board. The Employer agrees to provide space on one bulletin board for posting of official Union notices. This bulletin board will be located where the majority of the employees may easily see it. The Employer shall provide a key for the union bulletin board to the Union.

Section 6.07 - Union Training Sessions. Subject to operational requirements and business conditions, shop stewards may be permitted time off from work without pay, and without loss of seniority, in order to attend Union sponsored training sessions. The Union shall notify the Employer at least fourteen (14) calendar days in advance of any such matter in which the Union requires the attendance of the shop steward. The amount of time-off under this section shall not exceed three (3) workdays per occurrence, and in no event shall the time off by a shop steward exceed six (6) workdays per calendar year.

Section 6.08 - Leave of Absence for Union Business.

- a. Any employee with one (1) or more years of service with the Employer who is appointed to office in the Union which requires the full time discharge of its duties shall, upon fourteen (14) calendar days advance written notice, be granted a leave of absence. It is agreed and understood that no more than two (2) employees shall be permitted to be on a leave of absence for Union Business at any one time and provided further, that such leave of absence shall not extend beyond the term of this Agreement unless extended by written mutual agreement of the parties if and when requested by the Union representative. Such leave of absence shall be without pay and without loss of seniority, and seniority shall accrue during such authorized leave.
- b. Upon their request, the Employer shall provide duly elected members of the Union's Executive Board one day off each month without pay in order to attend the Executive Board meeting.

Section 6.09 - Locker Search. The Employer shall request the Shop Steward or, in the absence of a steward, an employee of the bargaining unit to be present whenever it becomes necessary for the Employer to open an employee's locker or conduct a search of an employee's belongings brought into the workplace. The presence of a bargaining unit member in lieu of a steward shall not be used to prevent attendance of a steward when reasonable practicable, except in situations as directed by security personnel. All sanitation and health laws shall be strictly observed by both the Employer and the employee.

ARTICLE 7- HOURS OF WORK, OVERTIME AND PAYDAYS

Section 7.01- Classification and Pay Schedule. The normal work duties of each employee shall determine the classification and which wage rate the employee shall be placed. The hourly wage rates paid by the Employer to employees are provided in Exhibit "A" and are attached hereto and made a part hereof.

Section 7.02 - Pay For Working In Two Classifications. Where an employee works in two job classifications during the same shift, he or she shall be paid for the entire shift at the rate of the highest job classification worked, except that when the actual time worked in the higher classification is less than fifty (50%) percent of the total time worked, the amount paid shall represent the wage scales for each job classification prorated according to the actual time worked in each; however, there shall be no extra pay for work in the second classification unless the employee works a minimum of one-half hour in the higher job classification. Work performed by an employee that is considered to be in a job classification less than their own shall not suffer a wage reduction and shall be paid at the higher of the rates for the entire period. Employees shall not be eligible for the service charge pool for hours that they did not work in a service charge pool related position. If, on the day on the shift, an employee is moved out of a service charge pool or to a different service charge pool (e.g.: from Suites to wine bar) and would suffer a loss in earnings as a result of the move, the Employer shall pay the difference out of management's share of the service charge.

Section 7.03 - Minimum Wages Defined Herein. It is hereby agreed that wages specified in this Agreement shall be regarded as minimum wages.

Section 7.04 - Superior Workmanship. Nothing contained in this Agreement is to be interpreted to prevent the Employer from paying individual employees wages or benefits in excess of the minimum, and thereby rewarding superior workers.

Section 7.06 - New Rates Needed. During the term of this Agreement should the Employer decide to increase the pay scales in order to attract more qualified applicants, the Employer agrees to first bargain with the Union regarding the higher wage rates. The Employer reserves the right to increase a wage rate should the Parties reach impasse on the issue.

Section 7.07 - Minimum Wage Adjustment. The Employer agrees to abide by City of Seattle, Washington State and Federal minimum wage laws and agrees to adjust the wage

schedule to the higher rate when/if said minimum wage changes.

Section 7.08 - No Wage Reduction Inferred. No employee shall suffer a wage reduction as a result of this Agreement. Employees covered under this Agreement who on the effective date of this Agreement are earning a straight time hourly wage rate which is greater than the minimum straight time hourly wage rate for their respective classification shall not suffer any reduction in their current straight time hourly wage rate as a result of the implementation of the new Minimum Hourly Straight Time Wage Schedule set forth in this Agreement. Such employee shall receive increases in their hourly wage rates corresponding to the wage increases of their respective classifications on the dates stated herein.

Section 7.09 - Workweek. Employees shall be paid on a weekly basis. The workweek for pay purposes is Wednesday through Tuesday. Payday is the following Wednesday. The Employer reserves the right to change its pay cycle and pay day with appropriate notice to the Union and employees.

Section 7.10 - Payday & Wage Statement. The Employer's current payroll system is weekly, with payments issued on Wednesday of the week following the last day of the pay period. The Employer encourages employees to utilize pay cards or direct deposit. Employees who received paper paychecks as of contract ratification date will continue to do so, unless otherwise requested by the employee. All other current employees and new hires are required to utilize pay cards or direct deposit. The Employer agrees to comply with applicable Washington laws and regulations regarding electronic methods of payment and, if there is a fee to the employee associated with the pay cards or direct deposit, the employee may request to receive a paper paycheck. The Employer agrees to furnish to each employee, if requested, at the time of payment of wages, an itemized statement in writing showing gross wages paid and all deductions from such wages. In cases where an employee believes that his/her payment does not contain the full amount due to the employee, the employee shall be required to fill out a wage discrepancy form and submit the form to the payroll department. Once the form is submitted, the Employer agrees to investigate the claim and issue its determination within 3 days, excluding Saturday, Sunday and any holidays recognized in this Agreement. The Employer agrees to immediately process any valid wage claims and send them to the Employer's payroll office to ensure that the employee is paid on the next regular pay cycle. In the event the Employer initiates a new payroll system that does not have the capability of printing paper checks, employees shall have the option of either direct deposit or pay cards, subject to applicable law. The Employer will provide paper pay stubs to any employee upon request.

Section 7.11 - Work schedules. All work schedules must be posted two (2) weeks in advance of the workweek in question. It is understood that catering, non-game events, and offseason events may be booked after the work schedule has been posted. In such cases, management shall post the schedule within 48 hours after the signing of the catering contract for said event.

Section 7.12 - No Deductions Without Authorization. No employee shall be permitted by the Union, or required by the Employer to make contributions or to suffer

any deductions from his or her wages without written authorization of such employee, except such deductions as may be required by law. No employee shall be required by the Employer or through his or her representatives or permitted by the Union to contribute wages to any other employee or supervisor.

Section 7.13 - Pay for Mandatory Meetings. Employees who are required by the Employer to attend meetings for instruction, information or other purposes related to the Employer's business shall be paid a minimum of three (3) hours at their regular rate of pay. The employer shall provide a reasonable choice of training sessions and at least two weeks prior notice of the same to the employees.

ARTICLE 8 - HOURS OF WORK, OVERTIME AND MEALS

Section 8.01 - Employee Status. Employees shall be considered regular employees provided that they submit availability forms as required in this Agreement.

Section 8.02 - Overtime. All hours worked in excess of forty (40) hours in a workweek shall be paid for at time and one half (1-1/2). Nothing in this section shall obligate the employer to work employees in overtime status where there are employees in the bargaining unit available to work in straight-time status. There shall be no pyramiding of overtime premiums.

Section 8.03 - Minimum Length of Shifts. The minimum shift for all employees shall be four (4) hours. There shall be no maximum shift.

Section 8.04 - Reports But No Work Available. An hourly employee who reports for work at the request of the Employer and who is not put to work shall receive one half of his/her scheduled shift, minimum four (4) hours pay.

Section 8.05 Time between Shifts. No Employee may be scheduled to report within ten (10) hours from the time of completion of the previous days shift unless paid at time and one half for the hours worked within the (10) hour elapsed time period.

Section 8.06 - Breaks and Rest Periods. Employees will receive paid breaks and rest periods as follows:

- a. A shift lasting four (4) or more consecutive hours: One fifteen (15) minute paid break for the first four (4) hours of consecutive working time, to be taken as provided by applicable law.
- b. A shift lasting five (5) or more consecutive hours: A thirty (30) minute paid rest period for each five (5) hours of consecutive working time, to be taken as provided by applicable law. During this rest period, employees will be entitled to a meal as outlined below.
- c. A shift lasting six (6) or more consecutive hours: An additional paid break often (10) minutes after six (6) hours of consecutive working time.

Breaks and Rest Periods will be scheduled by the Employer and/or the Stand Manager so as not to interfere with efficient operations, and so as to guarantee that all employees receive their breaks in accordance with the provisions of this article and Washington state law. Whenever feasible, time for the thirty (30) minute rest period shall be provided at the beginning of the shift, before the event begins.

Any Employees Choosing to leave the premises for their break must clock out before leaving the premises and clock in when returning to work. Employees shall be entitled to a complimentary meal in accordance with the Employer's meal policy. This may include a voucher or a buffet style meal for those who qualify for a meal period. If a voucher is provided, the value of the voucher shall be equal to an amount that provides for a sandwich or entree from one of the Employer's specified food outlets. Employees will be provided with a wholesome meal to include a protein, vegetable, starch, salad and a beverage. The Employer will accommodate dietary needs whenever possible. Employees will be able to take meal and break times in mutually agreed upon non-public areas.

Section 8.07 Break Areas. The Employer will provide clean and sanitary break areas for Employee's. If there is not a break area within a reasonable distance to their assigned work area the employee will be allowed an extra five (5) minutes to travel to and from break area.

ARTICLE 9 - GRATUITIES

Section 9.01 - Discretionary Gratuities/Tips (cash or credit card). Discretionary Gratuities/Tips (given at the discretion of the customer) shall be the property of the individual employees or of bargaining unit members participating in the tip pool and not be deemed part of the basic wage.

A. There are three (3) categories of Gratuities/Tips within the operation.

1. **Suite Gratuities/Tips.** The Employer shall ensure there will be an opportunity for gratuity in Suites. Suites Catering Attendants shall be eligible for this gratuity/tip. Gratuities/tips due to employees by reason of Suites shall be paid to those employees no later than the payroll period immediately following the receipt of the gratuity/tip by the Employer from their customers. The Employer acknowledges that gratuities and service charges are separate from each other. As part of that, the Employer shall ensure that all Suite bills will have the following language:

"All suites and catering sales are subject to a 20% service charge and WA State sales tax. Each day's total service charges are used to pay competitive wages for the catering staff and defray other operating costs; this is not a gratuity.

The service charge is distributed as follows:

- 65% Suites/Catering Attendants and Bartenders
- 10% Suites/Catering Runners
- 15% Culinary Staff (weekly basis)
- 10% Reserved by Management to defray other operating costs

Any additional gratuity added at your discretion goes directly to your Suites/Catering Attendant"

2. Direct Gratuities/Tips. The Employer shall ensure there will be an opportunity for gratuity in the areas of restaurants (Hit it Here, Loge, and Edgars), Clubs (Diamond Club/Press Club), InSeat, Vending (Carts and Hawkers), and Concessions Bars. The suggested tip amounts shall be no less than 15%, 18% and 20%. Effective January 1, 2025, the suggested tip amounts shall be no less than 15%, 20% and 25%. These gratuities/tips are presented to the individual employees directly by the customer. Gratuities/tips due to employees in these areas by reason of any valid credit card charge shall be paid by the Employer to the employee no later than the payroll period immediately following receipt of the credit card charge.

The following employees shall be eligible for gratuities/tips pursuant to this section 9.01.A (2):

- a. For Restaurants, employees working in this area in the classifications of Bartender, and Server (Restaurant).
 - b. For Clubs, employees working in this area in the classifications of Bartender, Barista, Server (Diamond Club/Press Club).
 - c. For InSeat, employees working in this area in the classifications of InSeat Order Taker.
 - d. For Vending, employees working in this area in the classifications of Vending Cart and Vending Hawker.
 - e. For Concessions, employees working in the classification of Bartender.
3. Concession Gratuity/Tip Pools. The Employer shall ensure there will be an opportunity for gratuity in concessions stands. The suggested tip amounts shall be no less than 15%, 18% and 20%. Effective January 1, 2025, the suggested tip amounts shall be no less than 15%, 20% and 25%. The employer may offer customers the option of "other," under which a "no-tip" and "custom-tip" option may be provided.

Gratuities/Tips generated in concessions stands shall be distributed into the following tip pools in the following manner:

- a. Beertender Pool (Pool 1): Eighty five percent (85%) of gratuities/tips collected in beer concession stands shall be placed into the Beertender Pool. Employees working in the classifications of Beertender Lead and Beertender shall be eligible for this gratuity/tip pool.
- b. Front of House Concessions Pool (Pool 2): Eighty-five percent (85%) of gratuities/tips/ collected in general concession stands shall be placed

into the front of house concessions pool. Employees working in the classifications of Stand Worker, Stand-Lead Assistant, Stand-Lead 105 kitchen staff (Lead Cook, Cook and Prep Cook) and Cook-Concessions shall be eligible for this gratuity/tip pool.

- c. Warehouse Pool (Pool 3): Fifteen percent (15%) of gratuities/tips fees collected in all concessions stands (beer concession stands, general concessions stands) shall be placed into the Warehouse Pool. Employees working in the classifications of Warehouse, Warehouse-Lead, Laundry, Laundry-Lead shall be eligible for this gratuity/tip pool.

These pooled gratuities/tips due to employees in these areas by reason of any valid credit card charge shall be paid by the Employer to the employee no later than the payroll period immediately following receipt of the credit card charge.

Calculation of Event Tip Rate: The Employer shall identify the tip rate following each specific event date in accordance with the following procedures.

Employees eligible to participate:

1. Must work at least 6 hours at the event or the full duration of the event or the full duration of the event, or have been released by Management due to their services are no longer being required for the event.
2. Employees must follow company approved time and attendance policies.
3. Employees who, by their own oversight, have not validated their time and attendance by clocking in and out for the event on that day, shall not be counted for attendance on that day and therefore shall not be eligible for the gratuity/tip pool for that event. This shall not apply in circumstances where an employee could not clock in and out through no fault of their own (e.g. equipment malfunction) or where they properly fill out a missed punch form by the conclusion of their shift.

Calculation of the Concessions Gratuity/Tip Pools will be conducted on an event-by-event basis to establish the Event Tip Rate that will be recorded for that individual event. The Event Gratuity/Tip rate shall be established based upon the total eligible gratuities/tips collected by the Employer in the Concessions gratuities/tips areas and distributed into each tip pool as described above, divided by total number of eligible employees for each concessions gratuity/tip pool.

For example:

Total Eligible Event Gratuities/Tips in a tip pool.	\$20,000.00
Total Eligible Employees	300
Event Gratuity/Tip Rate	\$66.67 per eligible employee

- B. For all gratuities/tips collected, in the event of default of customer credit on a signed slip that was paid out, the Employer shall not seek to recover the paid-out gratuity from the employee provided that the Employee has followed the Employer's credit procedures. However, if an employee received an excessive gratuity that the employer is required to refund due to a challenge by the customer, the employee can be required by the Employer to repay any amount in excess of twenty percent (20%) of the pre-tax total (i.e. a 20% tip).

The Employer shall only be liable for errors in the distribution of gratuities/tips when there is an administrative or other error of the Employer and as a result the Employer did not correctly calculate the gratuity/tip for the employee.

1. The Employer reserves the right to adjust total tip events based on final reconciliation against credit card processing reports and any variances as a result of reconciliation will be deducted from the next event day total gratuities/tips.
 2. Gratuities/Tips shall be paid to employees, less any applicable payroll deductions and taxes.
 3. While acceptance of gratuities is permitted, solicitation of gratuities is prohibited (including tip jars, electronic solicitation such as Venmo, etc.) and shall be subject to disciplinary action.
 4. Transparency: Each pay period, the Employer shall post a record of the Concessions Gratuity Pool indicating, per event, total gratuities collected, total number of eligible employees participating in the pool, and the calculated tip rate. The Union may designate a Shop Steward or Union Representative who shall have the ability to request more information than is included in the general posting, including, but not limited to, a roster of all workers who were included in the tip pool for a given event with their start and end times.
- C. **Non-Profits Organizations.** Non-profit organizations and their volunteers will be exempt from participating in the Gratuity/Tip Pools. However, Non-Profits working in a location that is 100% operated by Non-Profit will be able to receive Gratuities/Tips in the form of "Donation" to said charity and will be included on event settlement. Furthermore, locations within Ballpark that will be operated 100% by Non-Profit Organizations will have signage indicating this stand operated by a Non-Profit Organization and that any Gratuity/Tip will be treated as

"Donation" to the Non-Profit Organization.

- D. **Sub-Contractors.** Sub contractors and their employees will also not be able to participate in the Gratuity/Tip Pools. However, Subcontractors and their employees working in a location that is 100% operated by said Sub Contractor and its employees will be able to receive all Gratuities/Tips generated from that specific location. If Subcontractor employees would work alongside qualifying employees in "mixed-use" locations (ex being 50% sub-contractor operating BOH kitchen/prep and 50% employees operating FOH/Point of Sale), said Sub-Contractor and its employees will not receive any portion of Tips/Gratuity as such proceeds will only be directed to the qualified employee Gratuity/Tip Pool.
- E. **Temporary Workers.** Temporary workers will be exempt from receiving Tips/Gratuity. Any temporary staff working alongside qualifying employees will not receive any portion of gratuity/tip as such proceeds will only be directed to that of the qualified employee gratuity/tip pool. Should locations be staffed exclusively with temporary staff, said location will not have the Gratuity/Tip Line function enabled for that location.

Section 9.02 - Percentage Service Charges Defined. The parties recognize that a service charge of twenty (20%) will be levied upon guests, including for non-game day catering. The Employer shall not decrease the Percentage Service Charge below 20% during the life of this Agreement, but may choose to raise the Percentage Service Charge. Should the Employer decide to raise the Percentage Service Charge that additional service charge shall be distributed in accordance with the procedures set herein. As a point of illustration, if the Employer were to raise the Percentage Service Charge to twenty-one percent (21%), the figure "21%" would replace the figure "20%" as set forth herein.

Section 9.03 - Service Charge Pool Distribution. Percentage Service Charges shall be distributed to individuals in the classifications listed below and in the following manner:

- A. A 20% Service Charge shall be applied to food and beverages served in suites and at every other catered functions. The Employer shall retain Ten Percent (10%) of the 20% Service Charge; the remaining Ninety Percent (90%) to be distributed into three separate Service Charge pools, which shall be calculated and distributed daily-in accordance with the schedule below:

SUITES & CATERING SERVICE CHARGE POOL	Portion of Total Service Charge
Catering Suite Attendants & Catering Suite/Bartenders	65% of the 20%
Catering Suite Runners	10% of the 20%
General Kitchen Pool	15% of the 20%

Example: NOTE: This is only by way of example; no guarantee of dollar amount

from each suite or service charge to employees is possible or intended by this example.

Example	
No. of Suites:	65
Estimated Average Suite \$	\$500.00
Service Charge on Total @ 19%	\$6,500
Per Shift:	
	Individual Amount
Catering Suite Attendants & Catering Suite Bartenders	\$4,225.00
Catering Suite Runners	\$650.00
General Kitchen Pool	\$975.00

- B. Other catering events (non-Suite) shall have the service charge distributed on the same schedule as Catering Suites.
- C. The 65% Catering Suite Attendant & Catering Suite Bartenders service charge shall be distributed on a pro-rata basis, based on the number of hours worked by each employee (suite attendants and bartenders) in the pool. Attendants and Bartenders shall not earn any service charge for the first 3 shifts following their date of hire. This 3 shift rule shall not apply to employees working in other classifications at this stadium who work occasional Catering functions or employees transferring from another job classification and needs no further training. For purposes of this section, the definition of "shifts" is any event that includes a service charge.
- D. When no Catering Suite Runners are used, all of the service charges normally distributed to Catering Suite Runners shall instead be distributed to the Catering Suite Attendants & Catering Suite\Bartender Pool.
- E. Any additional fees levied upon guest for Cake Cutting fees or corkage fees shall be subject to service charges.
- F. Service Charges shall not be discounted for "At Cost" or "In House" functions except for those functions that are at the request of the Mariners.
- G. General Kitchen Pool: Probationary employees and Concessions Cooks are not in the Service Charge pool. All other General Kitchen workers (including cooks in the Hit It Here Cafe' and the Bullpen Pub, and any successors thereto) are in the Service Charge Pool, regardless of their work location. Kitchen Service charges shall be calculated based on the Employer's workweek i.e., all Service Charges due to Kitchen employees shall be accumulated for the seven (7) days of the Employers workweek, then divided by the number of hours each eligible Kitchen employee (see above) works.

Section 9.04 - Premium Clubs (Diamond Club, Press Club). A 20% Service Charge shall be applied to food and beverages served in each of the Premium Clubs (Diamond Club, Press Club) which shall be charged based on the rates billed to the Mariners. The Employer shall retain Ten Percent (10%) of the 20% Service Charge; the remaining Ninety Percent (90%) to be distributed into separate service charge pools for each club, which shall be calculated and distributed each pay period in accordance with the schedule below:

PREMIUM CLUB SERVICE CHARGE POOL	Portion of Total Service Charge
Bartenders, Baristas and Servers	70% of the Service Charge
Hosts and Bussers	5% of the Service Charge
General Kitchen Pool	15% of the Service Charge

The 70%, 5% and 15% service charge pools above shall be distributed on a pro-rata basis, based on the number of hours worked by each employee in those service charge pools.

General Kitchen Pool: Probationary employees and Concessions Cooks are not in the Service Charge pool. All other General Kitchen workers (including cooks in the Hit It Here Cafe' and the Bullpen Pub, and any successors thereto) are in the Service Charge Pool, regardless of the location that they work. Kitchen Service charges shall be calculated based on the Employer's workweek i.e., all Service Charges due to Kitchen employees shall be accumulated for the seven (7) days of the Employers workweek, then divided by the number of hours each eligible Kitchen employee (see above) works.

Section 9.05 - In-Seat Service. A 20% Service Charge shall be applied to food and beverages served in the In Seat Service section. Ten Percent (10%) of the 20% Service Charge shall be distributed to Supervisory Employees working the In Seat functions; the remaining to be distributed into two separate Service Charge pools, which shall be calculated and distributed each pay period in accordance with the schedule below:

IN-SEAT SERVICE CHARGE POOL	Portion of Total Service Charge
In Seat Attendants (incl. Order Takers and Runners)	75% of the Service Charge
In-Seat Kitchen	15% of the Service Charge

The 75% service charge pool shall be distributed on a pro-rata basis, based on the number of hours worked by each Order Taker and Runner in the total pool.

The 15% Service Charge pool shall be distributed on a pro-rata basis, based on the number of hours worked by each In Seat kitchen employee in the total pool.

Section 9.06 - Vendors.

- A. Commissions. Commissions shall be paid to the vendors working in the seats as follows:

Beer	Non-Beer Products
19.00%	19.25%

Vendors who bid to work on the concourse levels with carts shall be paid commission as follows:

Beer	Non-Beer Products
15.00%	15.25%

All percentages shall be calculated on net sales.

- B. Payment of Commissions. Vendor shall be paid for any earned commissions on the following pay period.
- C. Returned Product. Vendors shall be credited for any returned products.
- D. The number of carts shall be based on attendance, and shall be no less than the following:

	Tier 1&2	Tier 3&4
Attendance	0-28,000	28,000+
Minimum Number of Carts	4	6

- E. Current employees on the beer vendor cart seniority list will have the opportunity to work carts until they are either separated from employment or bid into another position. If the number of vendors on the vendor cart seniority list falls below eight (8) individuals, the employer may reduce the number of carts to match the number of employees on the vendor cart seniority list.
- F. For concerts, subject to Liquor and Cannabis Control Board (LCB) approval, the Employer shall schedule at least 40 (provided 40 are available) commissioned vendors for the event. It is understood that service may have to be cut off at dusk due to liquor control board regulations. The Employer and the Union will jointly work to achieve LCB approval.
- G. Cart Vendors shall be given a one-time opportunity to elect to hold secondary seniority as tub vendors based on their original date of hire at the stadium (house seniority). If an employee accepts, they shall maintain seniority on both lists.

Section 9.07 - Service Charge Transparency. Service charge information (i.e. name of parties (if available), date of party, total service charge, total amount charged, and employees IDs of employees involved). This information shall be placed in the Payroll Office each Friday and shall be available to any Union Representative or employee who worked during the pay period. The parties recognize the information published each week is subject to change/modification based upon the reconciling and final billing of the events. In such case, the Employer will make every reasonable effort to keep the book updated with the most current information. The information posted shall include the following and shall be listed by day/event:

- a) Total service charge collected from the preceding payroll period.
- b) Allocation distribution between employees and the Employer.
- c) Total dollars in the pool for each participating classification.
- d) Total hours worked by employees in each participating classification.
- e) The service charge hourly payout rate for each classification.

The parties agree that the information generated in this Section 9.07 is subject to further modifications during the life of this Agreement and may be discussed as part of the Labor/Management meetings. Any modifications or changes agreed to by the parties regarding the reporting of service charges shall be in writing and signed by the parties.

Section 9.09. Cashierless Checkout Locations. The Employer has added the classifications of Walk-Off Market Attendant, Walk-Off Market Cook, and Walk-Off Market Lead to Exhibit A. Employees working in these classifications shall initially be placed on the Exhibit A at a rate that is at least 20% above the rates of Stand Worker, Cook-Concessions, and Stand Lead, respectively. Effective 1/1/2026, Employees working in these classifications shall initially be placed on the Exhibit A at a rate that is at least 25% above the rates of Stand Worker, Cook-Concessions, and Stand Lead, respectively.

The Employer agrees to negotiate with the union over the impacts on bargaining unit employees if additional Just Walk Out or similar checkout locations are added by the employer or requested by the partner beyond those that currently exist.

It is the desire of the parties to provide opportunities for Walk-Off Market Attendant, Walk-Off Market Cook, and Walk-Off Market Lead to transfer into higher paid classifications when possible. Therefore, the employer will follow the procedure in Section 10.05 and 10.06 when positions in other concessions locations become available.

The Employer will attempt to secure changes to the JWO points of sales to allow guests to leave a tip or gratuity.

Should the Employer be successful in securing a tip or gratuity for the Walk-Off Market Attendant, Walk-Off Market Cook, and Walk-Off Market Lead positions, the parties shall meet with the purpose of negotiating appropriate tip pools and wage rates that would be applicable should tips or gratuities at the points of sale become available before implementation of the tips/gratuities.

ARTICLE 10 - SENIORITY

Section 10.01 - Purpose and Application.

A. Purpose. The purpose of seniority is to accord full consideration to senior employees in recognition of their length of service with the employer from their most recent date of hire in a particular job classification and in a particular department. Seniority is intended to include the right of senior employees to maximize straight time work opportunity, choice of shifts, days off, first right of refusal and protection during times of lay-off and re-call. Employees with the same hire date shall be ranked in alphabetical order by last name.

B. House Seniority. House seniority is defined as an employee's length of continuous service in years, months, and days from the employee's most recent date of hire by the Employer in the bargaining unit.

C. Classification Seniority. Classification seniority is defined as an employee's length of continuous service in years, months, and days in a specific job classification. An employee transferring from one (1) job classification to another covered under this Agreement shall earn seniority in their new classification from date of transfer.

D. Application. It is agreed and understood between the parties that seniority shall govern with respect to employees' choice of shifts, days off, first right of refusal, hours of work, lay-off and re-call, and maximization of straight time work opportunity.

Section 10.02 - Probationary Employee. All new employees shall be considered as a probationary employee for a period of thirty (30) shifts after his/her date of hire by the Employer. During said probationary period, the employment of said employee may be terminated, and such termination shall not be subject to challenge under the Grievance and Arbitration provisions of this Agreement, provided however that such termination is not in violation of any existing statute including activity for and on behalf of the Union. Having successfully completed the probationary period stated herein, the house seniority of the employee shall revert back to their date of hire by the Employer.

Section 10.03 - Promotional Trial Period. An employee who is promoted or transferred in accordance with this subsection 10.03 of Article 10, will be required to serve a twenty (20) shift promotional probationary trial period in the new job. If within said trial period, the employee is unable to meet the established standards and performance requirements established by the Employer, or in the event the employee desires to return to his/her former classification, the employee will be restored to his/her immediate former unit classification, without loss of seniority, and with the accrual of full classification seniority.

Section 10.04 - Seniority in Multiple Classifications. An Employee may hold seniority only in one classification. However, where employees are selected by the employer to be on a "fill-in" basis in another classification, that employee's name shall be added to the bottom of the "fill-in" list. When the Employer needs employees from the "fill-in" list, shifts shall be offered only to those employees not otherwise working

and shall be offered to employees in the order that they appear on the list. Notwithstanding the foregoing, employees can hold seniority on both the catering list described in Section 11.01 (d) as well as the seniority list for the employees regular position/classification. This is the only time that an employee can maintain seniority on two separate classification lists and the Employer will not make any exceptions to the contrary.

Section 10.05 - Seniority & Job Transfers. Employees transferring from one classification to a new classification, by choice, shall move to the bottom of that classification for the purpose of scheduling. However, employees transferring back to a former classification shall be placed on the schedule in accordance with the classification seniority (i.e. continuous service in years, months, and days) they had previously earned, but excluding any time spend outside that classification. Those employees transferring, by choice, shall retain their house seniority based on their original hire date for their purpose of permanent layoff rights only within that classification. Employees shall be paid for work based on the hours worked at each classification rate. Employees may transfer no more than once per season. Employees transferring to a new classification shall be subject to the probationary period as outlined in 10.03 above.

Section 10.06 - Promotions within the Bargaining Unit. In order to afford unit employees an opportunity for promotion to higher rated jobs within the bargaining unit, the Employer shall post on a bulletin board accessible to all employees for five (5) calendar days, a notice of all unit vacancies that the Employer is seeking to fill. The Employer shall make every effort to fill vacancies in desirable bargaining unit positions with bargaining unit members before filling those positions with other employees or new hires. The Employer is the sole decision maker in determining an employee's qualifications. The posting of such notice shall not in any way preclude the Employer from temporarily filling the vacancy until a selection is made. An employee who fails to apply in writing for a posted vacancy may not claim to be aggrieved when the vacancy is filled by the Employer.

Section 10.07 - Seniority Lists. One week prior to the commencement of baseball season, the Employer shall compile a seniority list for each classification and shall post each classification seniority list in the Payroll Office. The Employer shall update said seniority lists each month and shall post those revised lists no later than the first day of each calendar month. Employees will have access to this list Monday through Friday from 9am to 5pm on non-game days and from 9am to 8pm on Game Days. All employees hired prior to 1/1/2002 shall maintain their full house and classification seniority as currently reflected in the Employer's seniority roster.

Section 10.08 - Extended Layoffs. In the event of a layoff due to circumstances beyond Employer control (e.g. an Act of God), employees will be given full recall rights when work becomes available again.

Section 10.09 - Loss of Seniority. An employee will lose seniority and the Employer

will have no obligation to continue to offer work for the reasons outlined in this Section 10.10.

An Employee's continuous service shall be broken and all seniority rights under this Agreement shall be lost if any of the following occurs:

- A. An Employee quits of his/her own accord;
- B. An Employee is discharged for cause;
- C. An employee is laid off for a period in excess of twenty-four (24) months.
- D. An Employee does not notify the Employer of his/her intention to return to work by attending "Roll Call" or making other arrangements with the Personnel Office as referenced in section 11.01 (B)
- E. An Employee is unavailable to be scheduled for work continuously for three (3) consecutive months or more.
- F. An Employee is absent from work for any two (2) scheduled shifts without notifying the Employer (i.e. no-call, no-show) in a rolling twelve (12) month period, unless such notification was beyond the control of the Employee; and the Employee's reason is acceptable to the Employer
- G. An Employee fails to return to work at the end of a leave of absence
- H. An Employee gives a false reason for a leave of absence or sick pay request
- I. An Employee has either refused or cancelled a work assignment based on availability for any three mandatory events as defined by the Employer, within a season. These mandatory events are defined as a public event with anticipated attendance of 20,000. The Employer will indicate a reasonable number (3-5) of events at orientation or Roll Call each year.
 - Single or any series that is less than 3 Post Season Games- Mandatory
 - Series Games of at least 3 games (e.g. Wildcard)- allowed to decline 1 shift of potentially 3 home games
 - Series Games of at least 5 games (e.g. Division)- allowed to decline 1 shift of potentially 3 home games
 - Series Games of at least 7 games (e.g. League Championship)- allowed to decline 1 shift of potentially 4 home games
 - Series Games of at least 7 games (e.g. World Series)- allowed to decline 1 shift of potentially 4 home games.
- J. Post-season: An employee has either refused or cancelled a work assignment based on post-season availability in excess of the declines allowed below. The amount of shifts to be mandatory to work shall be established based upon how Major League Baseball schedules the post-season games.
 - Single or any series that is less than 3 Post Season Games- Mandatory
 - Series Games of at least 3 games (e.g. Wildcard)- allowed to decline 1 shift of potentially 3 home games
 - Series Games of at least 5 games (e.g. Division)- allowed to decline 1 shift of potentially 3 home games
 - Series Games of at least 7 games (e.g. League Championship)- allowed to decline 1 shift of potentially 4 home games
 - Series Games of at least 7 games (e.g. World Series)- allowed to decline 1 shift of potentially 4 home games.

The Parties recognize the MLB may change the format of Post Season play from time to time. In general, when Post Season series are less than 3 games, attendance is mandatory for those games.

ARTICLE 11 - SCHEDULING AND AVAILABILITY

Section 11.01 - Roll Call and Availability.

A. **End of Seasons.** At the last regular season game each year, each employee must fill out a self-addressed envelope and deliver it to the Employer's personnel office. The Employer shall provide the envelopes and will pay for postage, and the envelope will be used for the Employer to notify employees of the next season's Training Date(s). An employee who is absent on the last regular season game may send a self addressed envelope to the Employer's personnel office no later than October 31st of the year in question. Management shall post a notice of these procedures by the time clock at the first game following the All Star Break each year.

B. **Beginning of Next Season.** Prior to January 22nd of each year, the employer will mail out those envelopes in 11.01(A) which will indicate the date that employees must submit their availability form to the Employer for the upcoming season. The Employer shall provide the employee at least twenty-one (21) calendar days from the date the letters are mailed out to submit their availability. The Employer shall also provide notification to the employees of the Training Date(s) that will be scheduled in advance of the start of the season that employees must attend. The Training Dates shall be no later than two (2) weeks in advance of the start of the first homestand. The Training Date(s) shall include a primary date(s), and an alternate date(s), for employees. The Employer's expectation is to have all employees attend the Primary Training Date(s) they are scheduled for at that date/time. In the event the employee is unable to attend the Primary Training Date(s), they must communicate with the personnel office and indicate their reason and confirm they will be in attendance at the alternate training date(s). Failure to attend either a primary or alternate Training Date may be grounds for termination. Employees who are unable to attend a primary or alternate Training Date may be excused for unforeseen emergencies or extenuating circumstances, but will need to complete the training before their next scheduled work shift. Employees who do not receive their availability notice shall be expected to call the personnel office by February 15th (in the event that February 15th is a Saturday or Sunday, the date shall be the following Monday).

C. **Availability Forms-** Employees may submit their availability forms (either physically or digitally) by no later than the date provided by the Employer in Section B above. Management shall make a good faith attempt to have a list of mandatory days available and communicated to the employees by February 15th. Once an employee has submitted their availability form, they shall be afforded one additional change to availability on or prior to June 30th of each year, which shall be effective on the first game following the "All Star" break. Employees may also submit a "post season" availability on or prior to September 15th of each year. Failure to submit an availability shall result in the employee's current availability remaining in full force and effect. Employees shall be placed on the A or the B list depending on their availability as follows:

The Employer will create a seniority list for each classification of available employees who have identified at least four (4) days of each week that they are willing and available to work. These seniority lists shall be referred to as the "A" lists. Employees will be scheduled to work based on their classification seniority from the "A" lists. All available

"A" list employees will be called in before "B" list employees are called into work.

The Employer will also create a seniority list for each classification of available employees who have listed fewer than four (4) days each week that they are willing and available to accept scheduled work. These seniority lists are referred to as the "B" lists. When the Employer has called all available employees from the "A" list, employees from the "B" list will be scheduled to work based on their classification seniority from the "B" list.

If an employee moves from the "A" list to the "B" list, the employees will be placed on the "B" list based on seniority.

If, prior to June 1 of each year, an employee on the B list commits to availability of at least four (4) days each week for the remainder of the season, the employee will initially be placed at the bottom of the seniority list on the A list and then moved at the All Star Break to placement on the A list based on seniority. If an employee on the B list commits to availability of at least four days a week after June 1st, the employee will be placed at the bottom of the seniority list on the A list and then moved at the beginning of next year's season to placement on the A list based on seniority.

VENDOR EXCEPTION: "A" list and "B" list requirements for Vendors shall not be based upon weekly availability but instead shall be based on actual attendance. Vendors must work 3/7 of all regular season games in the first half of the season in order to be on the "A" list for the second half of the season. Similarly, Vendors must work 3/7 of all regular season games in the second half of the season in order to be on the "A" list for the first half of the next season. The first half of the season shall be defined as the period of time before the All-Star Break. The 2nd half of the season shall be defined as the period of time after the All-Star Break. All other aspects of the "A" and "B" list as described above shall apply to the Vendors. The sole exception is the 3/7 calculation as described in this section.

D. Non-game day Caterings. The Employer shall schedule employees to work non-game day caterings by using the catering list. The catering list will be comprised of employees who have committed to being available for a minimum of four (4) days a week and consistent with the bid selection periods in section 11.01C. When scheduling employees for catering events, the Employer must first exhaust this list by seniority. If additional employees are needed to work an event, the Employer would offer shifts in seniority order, to the following classifications: first, Suite Attendants, second Diamond Club, third Press Club, and lastly if additional employees are still needed Hit It Here Cafe. The Employer and the Union will continue to explore methods and processes that will help to improve the skills and qualifications for those that may perform certain catering events (such as plated meals).

Employees wishing to work in the "off season" shall be required to submit an "off season" availability that would apply for all off season job opportunities. This offseason availability must be turned in no later than three (3) weeks before the last Mariner's game of the season, regardless of whether the last game is home, away, regular or post season. Servers and bartenders working offseason shall be listed by the total time in their classification and this "offseason" list shall not be separated by department (i.e. Suites, Hit it Here, or Diamond Club). Therefore for the "off season", employees shall be ranked by their total length of service in their respective classifications. Should two employees in different departments have a "tie" in seniority, those employees working in the suites shall be deemed to have more seniority for the purpose of this Section. Should there be a tie between employees in other departments, the last name shall be

used, and alphabetical order shall be used in breaking the tie. In the event that two employees have the same last name, the middle name shall be used to break the tie.

E. **Notice.** The Employer shall notify Employees of these requirements in Section A and D during the last two paychecks of the season.

F. **Off-season.** Should an employee decline or be unable to work four (4) or more shifts in the off-season, subject to their availability, he/she will be removed from the off-season seniority list and the Employer will be under no obligation to schedule him/her for work until the next season begins, with the right to return at the same seniority position the following season. Nothing in this Section will conflict with the Employer's scheduling requirements per Section 7.11.

G. The parties agree to continue to meet to discuss methodologies that may facilitate the automation of the roll call process discussed in Sections A, B, and C above in an effort to simplify the process of submitting availability for the forthcoming season.

Section 11.02 - Conflicting Events. Employees who are on Centerplate's seniority list at more than one location that is represented by Local 8 will choose the facility they will work when there are conflicting events. The Employer will continue its practice of attempting to accommodate conflicting events at other venues in Seattle, with recognition of its own staffing needs.

Section 11.03 - Vendors. Vendors shall choose product category by seniority, based on the number of vendors for each product as determined by the Employer. Vending room assignments shall be based on vendor preference and the Employer's determination of coverage needs and customer service, using vendor seniority where possible in combination with its operational requirements. Preferences of vendors on the A list will be considered before those on the B list.

Section 11.04 - Bartenders. Bartenders shall be able bid for permanent location openings by seniority. This provision excludes the Owner's Suite. Current bartenders and restaurant servers, in order of seniority, will be considered for work in the Diamond Club when new positions open up before the Employer considers outside applicants.

Section 11.05 - Concessions. The employer will make reasonable efforts to assign concession employees to the same stand throughout the season consistent with operational needs.

Section 11.06 - Storage Containers. Storage containers for gratuities may be utilized at full service liquor bars provided that such gratuities are placed in a non-transparent container, placed below the level of the bar and in an inconspicuous area.

ARTICLE 12 - UNIFORMS

Section 12.01 - Uniforms. The Employer shall launder and provide a shirt, and apron

to all employees at no charge and shall launder the shirt and apron. Employees are required to wear their own black pants and those pants must conform to the Employer's dress code (i.e. no jeans). Should the Employer require that Employees wear a specific type of hat; the Employer shall furnish it at no charge to the employee. The Employer shall launder, provide and have available two uniforms for kitchen employees. The Employer shall issue one thermometer (and necessary batteries) to each cook per season. The cook shall be responsible for returning the thermometer at the end of each season. Employees shall be expected to return the provided uniforms on a schedule adopted by the department. If the employee does not return the uniform as scheduled, the employee shall reimburse the Employer for the cost of the items not returned through payroll deduction. If an employee returns the item within four (4) payroll periods following the deduction, the Employer shall reimburse the employee for the amount deducted from his/her paycheck.

ARTICLE 13 - HOLIDAY PREMIUM PAY

Section 13.01 - Recognized Holidays. During the period of this Agreement, the following days shall be observed and recognized as legal holidays for all employees:

New Year's Day	Independence Day
President's Day	Labor Day
Memorial Day	Thanksgiving Day
Juneteenth (June 19)	Christmas Day

Section 13.02 - Holidays Pay for Working. Employees who work the holidays specified in this Article shall receive holiday pay. Employees receiving Holiday Pay shall be paid at one and one-half (1-1/2) times their regular rate of pay for the work performed on those days.

Section 13.03 - Dates of Observance. Holidays will be observed on the date actual calendar days on which they fall.

Section 13.04 - Special Events Earn Holiday Pay. Employees shall be paid holiday pay pursuant to 13.02 for Special Events. Special Events shall be defined as the MLB All-Star Game and World Series games.

ARTICLE 14 - FUNERAL LEAVE

Section 14.01 - Eligibility. Employees who work 700 (seven hundred) hours in a contract year will be entitled to funeral leave.

Section 14.02 - Funeral Leave. In the event of a death in the employee's immediate family, an employee shall be entitled to three (3) days' leave with pay. Employees will only be compensated for lost scheduled days of work. "Immediate Family" shall mean a person currently related by blood or marriage or legal adoption as follows: mother, father, domestic partner (defined pursuant to the State of Washington), brother, sister, spouse, children, grandchildren, or grandparents.

Section 14.03 - Documents. The Employer reserves the right to request proof of bereavement or funeral in question.

ARTICLE 15 - CHANGE OF STATUS/IMMIGRATION

Section 15.01. The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations or other status required by the Immigration and Naturalization Service without having to take leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to sixty (60) calendar days and return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws. Benefits shall not continue to accrue under this or any leave except as required by law.

Section 15.02.

- a. No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.
- b. In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.
- c. In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:
 1. The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the no-match letter.
 2. The Employer agrees that it will not require employees listed on the notice to complete new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
 3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match letter from the SSA.
- d. Seniority for immigration related issues.
 1. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or

her employment is terminated for this reason, and the employee subsequently corrects the problem within 180 calendar days (which may be extended for an additional 180 calendar days, based on management approval and such requests shall not be unreasonably denied), the employee shall be rehired into the next available position seniority reinstated, at a rate including any raises he/she would have received in the interim. If such employee either does not request an extension or is denied an extension and corrects the problem within one year, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.

2. If the employee needs additional time to obtain his/her work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.
3. The Employer will furnish a personalized letter stating the employee's rights and obligations under this Section to any employee terminated because he/she has not provided adequate proof he/she is authorized to work in the United States.

e. Workplace immigration enforcement. The Employer shall:

1. Unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) (formerly INS) related to the immigration status of an employee covered by this Agreement of if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect any rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the DHS matter.
2. Permit inspection of I-9 forms by DHS or DOL. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate specifically names employees or requires the production of I-9 forms.

3. To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.
- f. Re-verification of status
1. No employee employed continuously on or before November 6, 1986, shall be required to document immigration status.
 2. The Employer shall retain in its files copies of the identity and work authorization documents presented by the employee.
 3. The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC § 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

Section 15.03. In the event that the Employer is served with a validly executed INS Search or Arrest warrant, the Employer shall, to the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

Section 15.04. The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC § 1324a or any other applicable law. Except as required by law the Employer agrees not to permit any non-government entity to conduct an audit or inspection of its I-9 forms or personnel records.

Section 15.05. Paid Citizenship Holiday. On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for normally scheduled time, if any, at the employee's regular hourly rate of pay.

Section 15.06. An Employee that submits a request at least ten (10) days in advance shall be released for a period not to exceed a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters of the employee or members of his or her family the employee is seeking to bring to the United States. Immediate family shall be defined as parent, current spouse, domestic partner, grandparent, child, stepchild, sibling and parent-in-law. The Employer may request verification of such absence.

ARTICLE 16 - LEAVES OF ABSENCE

Section 16.01 - Medical Leave of Absence, Leaves of absence without pay and without loss of seniority for no more than six (6) months shall be granted by the Employer for reasons of the employee's bona fide illness or disability. In order to receive an approved leave of absence for medical reasons, the request must be in writing (can be submitted electronically) and provided to the Employer's Human Resources office. Medical leaves of absence shall not affect the employee's rights under this Agreement. The Employer agrees to abide by the terms of the Federal Family and Medical Leave Act.

Employees on medical leave of absence will be required to periodically update the Employer on their medical status and their expected date of return to work. The Employer may require employees on medical leave of absence or returning from medical leave of absence to be examined by a physician chosen by the Employer. In such case, the Employer will pay for the cost of said examination. If there is a disagreement between the Employer's doctor and the employee's doctor on any medical issue, then a third doctor will be chosen by mutual agreement between the Employer and the Union. The third doctor will examine the employee at the Employer's expense and his/her decision will be binding on any disputed medical issue.

Section 16.02 - Personal Leaves of Absence. In order to receive an approved leave of absence, the request for such leave must be made in writing, stating the reason for the personal leave of absence and the duration of leave. The request must be received by the Employer before the beginning of each season, except in cases of emergency. The Employer will respond as soon as possible, but in no event, any later than one (1) week before the commencement of the personal leave of absence. Granting of personal leaves are at the discretion of the Employer, but shall not be unreasonably denied.

ARTICLE 17 - NO DISCRIMINATION

Section 17.01 - No Discrimination. The Employer and the Union agree not to discriminate against an individual with respect to hiring, membership, advancement, compensation or other terms and conditions of employment because of such individual's race, color, religion, sex, sexual preference, disability, national origin or age. Further there shall be no discrimination against employees or applicants for employment, by either the Employer or the Union, because of membership or non-membership in the Union.

Section 17.02 - Gender Neutral. The use of the male or female general in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees, regardless of sex.

ARTICLE 18 - MEDICAL INSURANCE AND PTO

Section 18.01 - Medical Insurance. The Employer and employees shall pay the appropriate amounts specified below each month for each employee to the UNITE HERE! Northwest Health Trust Fund (also referred to as the "Welfare Trust") provided that the employee meets the eligibility requirements outlined below. Participation language required by UNITE HERE! Northwest Health Trust Fund is found in the Subscription Agreement signed by the parties.

A. The following special eligibility rules apply for this seasonal operation:

Any employee who has worked 950 hours in the prior trust year (e.g. June 1, 2014 through May 31, 2015) will be eligible for Health and Welfare contributions to the Welfare Trust during the following trust year (i.e., 950 hours from June of

2014 to the end of May 2015 will provide eligibility from June of 2015 to the end of May 2016). For the purpose of this Article, time actually taken off and compensated (such as a paid meal period, paid time off, etc.) shall be considered as time worked. The Employer shall make contributions on behalf of each eligible employee for each month in subsequent calendar years. Such contributions shall be due and payable by the tenth (10th) day of the month following eligibility.

- B. Any employee who qualifies in any given year, as calculated in (A) above, will have to re-qualify in each subsequent year to be eligible to receive the benefits.
- C. The increased amounts specified below shall be effective with payments due on June 1st of each year as indicated in the Section. Benefit premium costs will be maintained at the monthly amount specified herein or at the actual rate, whichever is lower. Contributions will be made based on the requirements set out herein.

<u>Effective Date for Eligible Employees</u>	<u>Monthly Contribution</u>
6/1/2023	\$1,140.00
6/1/2024	\$1,215.00
6/1/2025	\$1,255.00
6/1/2026	\$1,255.00

* These rates have not been established by the Trustees yet, as they are established two (2) years in advance. Therefore, the Employer shall maintain benefits at the rate to be established by the Trustees. If the rate is lowered by the Trustees in any given year, that rate reduction will automatically be granted to the Employer.

Each year, within 60 days of June 1st, the Union shall assist the employer in obtaining a list of employees who have enrolled in the H&W Plan to the Employer's Human Resources Manager.

Section 18.02 - Stadium Combined Coverage Program. In addition to qualifying for coverage under Section 18.01 (A) through (C) of the CBA, employees can also qualify for health coverage through the Stadium Combined Coverage Program ("SCCP"). This program is intended to extend coverage to additional employees who do not meet the qualifying criteria outlined in Section 18.01.

- a. Combined Coverage Contributions. Effective June 1, 2026, each month the employer shall make Health and Welfare contributions to the Unite Here Northwest Health Trust for an additional seventeen (17) employees. Contributions shall be per month, and at the applicable monthly contribution rate established in Section 18.01 above. The additional contributions shall be placed by the Health Trust into the "Stadium Worker Combined Coverage Pool".

- b. Eligibility. The Trust shall only use the combined coverage premiums to provide coverage for employees who do not qualify for coverage under 18.01 (A) through (C) above. Employees need to work at least 950 hours per year between participating stadium employers.
- c. Coverage granted. Stadium workers shall be granted coverage out of the "Stadium Worker Combined Coverage Pool" in order of the number of combined hours worked for all participating stadium employers in the prior qualifying period.

Example:

- Two Stadium employers participate in the Pool. Beginning in 2026, each employer contributes for 17 employees each month, or a total of 34 employees each month for benefits commencing on June 1, 2026.
- The Fund shall identify the employees who did not qualify for Medical benefits at either stadium, and "rank" them in accordance of the total hours they were paid between the two Employers for the period of June 1, 2025 until May 31, 2026. The top 34 employees according the hours, shall be granted coverage for benefits effective June 1, 2026. If an employee who is eligible for these expanded benefits declines the benefits, the Fund shall offer the next employee on the list until all 34 slots are filled.

Section 18.03 - Paid Time Off (PTO). Year-Round Employees (defined as having worked 950 or more hours in the prior calendar year) with one (1) or more years of service shall earn three (3) days of Paid Time Off ("PTO") per year. Year-Round employees (defined as having worked 950 or more hours in the prior calendar year) with five (5) or more years of service shall earn five (5) days per year. Payment for PTO shall be made on the payroll period following the employee's anniversary date, in accordance with their years of service at this stadium only.

Section 18.04 - 401(k) Plan. The Employer agrees to participate in the Western Benefits Trust 401(k) Plan for all eligible employees, for those employees wishing to make contributions. The Employer's participation shall be at no cost to the Employer and no contributions or matching from the Employer shall be required. The Employer's obligation shall be to process requests for payroll deductions and submit deducted funds to the Plan. Participation forms are available at the Personnel office of the Employer.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 19.01. During the term of this Agreement, should the Union, the Employer or any employee covered hereunder dispute the interpretation or application of this Agreement, such dispute shall be resolved in accordance with the steps as outlined in 19.02.

Grievances arising out of a disciplinary suspension or termination may, at the Unions discretion, automatically be introduced into Step 2 of the grievance procedure. Grievances initiated by the Union shall automatically be introduced into Step 2 of the grievance procedure. Workdays as defined in this Article 19 shall exclude Saturday, Sunday as well any holidays recognized under this Agreement.

Section 19.02 - Grievance Procedure.

Step 1. Should differences arise between the Employer and the Union or its members employed by the Company as to meaning or application of the provisions of this agreement, employees may bring grievances to their designated supervisor within ten (10) workdays of the occurrence giving rise to the grievance, or the date on which the employee knew or reasonably should have become aware of the occurrence. Should the department head or manager and the employee not be able to resolve the grievance, the department head or manager shall give the employee a grievance form to complete, or the employee can get it from the human resources office. Once turned in that form shall be given the next day to the General Manager or his/her designee. The General Manager and/or his/her designee shall answer the grievance form in writing within ten (10) workdays of receipt. Failing satisfactory adjustment or when the grievance itself concerns the Union, the grievance shall proceed to Step 2.

Step 2. The grievance shall be reduced to writing by the Union and filed with the General Manager or his/her designee within ten (10) workdays of the Employer's written response in Step 1. The grievance will then be discussed between a representative of the Union and the designated representative of the Company. In the event of a Union initiated grievance, it must be presented ten (10) workdays days of the date of the occurrence of the event giving rise to the grievance (or the date on which the Union reasonably should have become aware of the occurrence) or it shall be deemed waived. The Employer shall issue its' decision in writing within ten (10) workdays of the Step 2 meeting.

Step 3. Failing satisfactory agreement in Step 2, the Union (not an individual employee) may file a request for arbitration in writing with the Employer. Such request shall be filed within thirty (30) calendar days of the written decision required by the Employer in Step 2. In such event, the Union and the Employer shall jointly petition the Federal Mediation and Conciliation Service for a list of eleven (11) qualified and impartial arbitrators. Within fourteen (14) days of receipt of such list, the parties shall alternatively strike single names from the list until only one remains and that person shall hear and decide the dispute. The decision shall be final and binding on all parties to this Agreement and shall be rendered in writing within thirty (30) days following the hearing. It shall neither add to nor subtract from the terms of this Agreement but shall be confined to a determination of the correct interpretation or application of the Agreement with respect to the issue presented. The cost of the arbitrator and the other mutually incurred costs incidental to the hearing shall be borne equally by the Union and the Employer. Each party shall pay its own expenses connected with presenting its case in arbitration.

Section 19.03 - Time Limits. The time limits contained herein shall be strictly adhered to. Failure by the Union to proceed within the time limits contained herein shall result in the withdrawal of the grievance. Failure of the Employer to proceed within the time limits contained herein shall result in the grievance being automatically advanced to the next step of the grievance procedure.

Section 19.04 - Extension by Mutual Agreement. By written mutual agreement between authorized representatives of the Employer and the Union, certain steps the grievance procedure outlined in this Article may be waived. Additionally, the Employer and the Union may extend the time limits in any step of the grievance procedure outlined in this Article, provided that such extension is confirmed by mutual written agreement between authorized representatives of the Employer and the Union.

ARTICLE 20 - DISCHARGE

Section 20.01 - Discharge for Just Cause. The Employer may discharge or discipline an employee for just cause, and the Employee (if he/she has completed the probationary period in accordance with Section 10.02) has the right to utilize the grievance and arbitration provisions hereof to protest any such discharge or discipline.

Section 20.02 - Progressive Discipline. The Employer and the Union acknowledge that in administering discipline, the concept of progressive discipline shall generally be followed by the Employer. However, it is understood by the Union that based upon the nature or severity of the alleged offense, disciplinary action greater than progressive discipline may be warranted, up to and including discharge. The Union retains the right to grieve any disciplinary action taken by the Employer. Each warning, after twelve (12) months, shall not be used in any subsequent discipline or discharge action.

Section 20.03 - Notice of Discipline. Whenever a written disciplinary notice is issued to an employee, it should normally contain information and the reason for which the criticism is issued. Such notice shall be issued to an employee as soon as reasonably possible after the Employer is aware of the event leading to its decision to issue discipline and the Employer has had a reasonable period of time to investigate the matter. The Employer shall make all reasonable efforts to present disciplinary action in person. In cases where Employees are suspended pending investigation, the Employer shall make every reasonable effort to complete the investigation within seven (7) business days or seventy-two (72) hours following the end of a homestand, whichever is later. Business days shall exclude Saturday, Sunday as well any holidays recognized under this Agreement. A copy of all warning notices shall be provided to the employee and the Union Representative.

It is agreed and understood between the parties, that the appearance of an employee's signature on any written disciplinary warnings issued by the Employer shall in no way be construed as an admission of guilt or concurrence with the discipline issued, but rather, shall only be an acknowledgment by the employee that they have been made aware of the alleged misconduct. An employee refusing to sign a written warning shall

only indicate that the employee does not accept the merits of the discipline. Employees will be offered copies of all written warnings by the Employer whether signed for or not. The Parties, agree that it is the best practice for employees given a written warning to sign the warning notice.

Section 20.04 - Notice of Discharge. The Employer shall give an employee the reason for suspension or discharge no later than twenty-four (24) hours after the end of the last shift worked. If an employee is suspended pending investigation as provided for in 20.03 above and is subsequently discharged, the employee shall be notified within 24 hours following such decision. If an employee is terminated on a day when he/she is not at work, then the Employer shall so notify the employee and the Union by certified mail, return receipt requested. This required notice shall not in any manner affect the requirements of discharge for just cause. Written notice of the reason for the discharge shall be given to the employee with a copy mailed or sent via facsimile (fax) to the Union within five (5) work days (not including Saturday, Sunday or Holidays) following the discharge.

Section 20.05 - Pay at Termination. Upon termination, the employee shall receive compensation in full for all wages earned as well as any banked and/or unused vacation pay on the next regular payday.

Section 20.06 - Right to Union Representation. The Employer recognizes the right of an employee, based upon the employee's request, to have a Union representative present in disciplinary meetings, consistent with Federal labor law.

Section 20.07 Public Discipline. Employees shall not be publicly disciplined. The company shall make every effort to discuss discipline discreetly, investigatory interviews and discipline by the company shall take place in a private setting.

ARTICLE 21 - MANAGEMENT RIGHTS

Section 21.01 - Rights. The Employer shall retain the full right of management and the direction of its business and operations. The management of the Company and the direction of its working forces and operations include, but are not limited to: the direction of its work forces and operations; the hiring, promoting, demoting and transferring of employees; the suspension, discharge or discipline of employees for just cause; the layoff and recall to work of employees in connection with any reduction or increase in the work forces; the scheduling of work and control and regulation of the use of all equipment and other property of the Company; the right of the Company to subcontract work, introduce new methods, techniques and/or equipment; to determine the work schedule, number of hours to be worked and work assignments of employees; to determine the number of employees it shall employ, the setting of the starting and quitting times; to adopt and enforce reasonable work rules and regulations and to modify or change such rules/regulations from time to time.

Section 21.02 - No Conflict. The Employer agrees that the exercise of its rights shall not conflict with the provisions of this Agreement. The failure of the Employer to exercise any functions or rights in particular manner shall not be deemed a waiver of such rights. The exercise of such rights shall not violate any of the provisions of this Agreement.

ARTICLE 22 - NO STRIKE NO LOCKOUT

Section 22.01 - No Strike-No Lockout. The Employer agrees that there shall be no lockouts during the term of this Agreement. During the life of this Agreement, neither the Union nor any employees individually or collectively, shall authorize or take part in an unauthorized strike or other interruption of work or any impeding of production or service. Any employee who violates the provisions of this article may be discharged from the employ of the Employer. The Union agrees that it will not oppose the discharge or discipline of anyone who instructs, leads or induces another employee to take part in any unauthorized strike or work stoppage.

Section 22.02 - Cooperation Between Parties. In the event of an unauthorized strike, work stoppage, slowdown or picketing, the Union agrees to cooperate with the Employer in bringing the same to an end at the earliest possible time.

ARTICLE 23 - LABOR MANAGEMENT COMMITTEE

Section 23.01 - Structure. The Employer and the Union shall hold three Labor-Management Committee meetings each season. The first meeting shall be after the Roll Call and before the 10th home game of the baseball season. The second meeting shall be within ten (10) calendar days, before or after, of the All-Star Game. The third meeting shall be within the last thirty (30) days of the baseball season. The dates shall be selected by mutual agreement. The purpose of the Labor-Management Committee shall be to discuss issues of mutual importance regarding operational and work organization issues. To the extent practical, the parties shall advise each other in advance of issues they wish placed on the agenda of the meeting. The Labor-Management Committee shall not be used to address grievances or modifications to this Agreement, except by mutual agreement. Each party shall designate up to five persons to attend the Committee meetings. The Committee meetings shall be paid time.

ARTICLE 24 - SAVINGS CLAUSE

Section 24.01 - Invalidation of Part of Agreement. The provision of this Agreement are deemed separate and severable so that if any provision is held to be invalid in whole or in part by any court or regulatory agency, all other provisions shall, nevertheless, remain in full force and effect.

Section 24.02 - Headings Not Binding. The Article and paragraph headings used in this Agreement were inserted for convenience only and shall have no bearing on the construction or meaning of this Agreement.

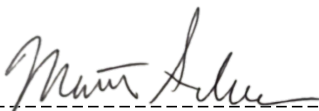
ARTICLE 25 - DURATION


Section 25.01 - Term of Agreement. This Agreement shall be become effective on January 1, 2024 upon ratification by the Union, which occurred June 8, 2024 and shall continue in full-force and effect through December 31, 2026 and from year to year thereafter, unless either party has given sixty (60) days written notice prior to the anniversary date to the other party of intention to amend, modify or terminate.

Section 25.02 - Day-To-Day Extension. If no new agreement is reached by the expiration date of this Agreement as specified in paragraph 25.01 above and negotiations are continued beyond said date, this Agreement shall remain in full force and effect on a day-to-day basis up to the time a new Agreement is reached or until an impasse is declared in writing by either party in which case this Agreement shall terminate seven days after the serving of the written notice of impasse on the other party.

SERVICE AMERICA CORPORATION,
CENTERPLATE

UNITE HERE! LOCAL 8

Signature: -----

Signature: -----

Print: Matthew Schechter-----

Print:----- STEFAN MORITZ-----

Date: Chief Financial Officer-----

Date:----- SECRETARY TREASURER

EXHIBIT A - WAGES

Classification	Effective 1/1/24	Effective 7/1/24	Effective 1/1/25	Effective 7/1/25	Effective 1/1/26	Effective 7/1/26
Concessions						
Stand- Worker	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
Stand- Lead	\$23.47	\$24.50	\$25.50	\$26.50	\$28.00	\$29.25
Warehouse	\$23.00	\$23.50	\$24.75	\$25.75	\$27.00	\$28.00
Warehouse- Lead	\$25.00	\$27.00	\$28.50	\$29.50	\$30.50	\$32.00
Laundry	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
Laundry- Lead	\$24.00	\$24.50	\$25.50	\$26.50	\$27.50	\$28.50
Bartender*	\$22.75	\$23.00	\$23.25	\$23.50	\$24.00	\$24.50
Beertender	\$22.75	\$23.00	\$23.25	\$23.50	\$24.00	\$24.50
Beertender- Lead	\$23.25	\$23.50	\$23.75	\$24.00	\$24.50	\$25.00
Barback	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
Cook- Concessions	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
Warehouse- Kitchen	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
Walk-Off Market Attendant	\$27.60	\$28.20	\$29.40	\$30.60	\$33.13	\$34.38
Walk-Off Market Cook	\$27.60	\$28.20	\$29.40	\$30.60	\$33.13	\$34.38
Walk- Off Market Lead	\$28.16	\$29.40	\$30.60	\$31.80	\$35.00	\$36.56
General Kitchen						
Cook- Prep	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
Steward	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
Cook	\$25.25	\$25.75	\$26.75	\$27.75	\$28.75	\$29.75
Cook - Lead	\$26.57	\$27.07	\$28.07	\$29.07	\$30.07	\$31.07
Expeditor	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50

Vending						
Vending-Support	\$25.00	\$25.50	\$26.50	\$27.50	\$28.50	\$29.50
Vending- Cart	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
Vendor- Hawker	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
Restaurants						
Diamond or Press Club Server	\$22.75	\$23.00	\$23.25	\$23.50	\$23.75	\$24.00
Diamond or Press Club Bartender	\$22.75	\$23.00	\$23.25	\$23.50	\$23.75	\$24.00
Diamond or Press Club Barista	\$22.75	\$23.00	\$23.25	\$23.50	\$23.75	\$24.00
Diamond or Press Club Busser	\$22.75	\$23.00	\$23.25	\$23.50	\$23.75	\$24.00
Diamond or Press Club Host	\$22.75	\$23.00	\$23.25	\$23.50	\$23.75	\$24.00
Restaurant Server	MW	MW	MW	MW	MW	MW
Restaurant Runner/Busser	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
Restaurant Host	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50
In-Seat						
In-Seat- Order Taker	MW	MW	MW	MW	MW	MW
In-Seat- Runner	MW+\$0.50	MW+\$0.50	MW+\$0.50	MW+\$0.50	MW+\$0.50	MW+\$0.50
Suites/Catering						
Suite Catering Attendant	MW	MW	MW	MW	MW	MW
Suite Catering Runner	MW+\$0.50	MW+\$0.50	MW+\$0.50	MW+\$0.50	MW+\$0.50	MW+\$0.50
Suite- Cashier	\$23.00	\$23.50	\$24.50	\$25.50	\$26.50	\$27.50

* Bartenders working in Suites and Catering shall be eligible to receive the applicable share of the service charge

MW= City of Seattle Minimum Wage Rate

EXHIBIT B - SUBCONTRACTORS

The following is the current list of Subcontractors for the 2024 season:

1. Moto Pizza
2. Din Tai Fung (may not be back, seeking replacement)
3. Ballard Pizza
4. Lil Woody's
5. Marination
6. Graceful Bowls
7. Ivar's/Kidd Valley
8. Observ

EXHIBIT C-Sample Meal Policy for Concessions Family Meal

Meals for Concessions employees will move from the previously structured voucher system to a family meal provided daily for 1hr (to begin 2hrs prior to the All Gates). This meal will be served in the Pen or other area as designated by the Employer. Team members will be provided a wholesome meal to include a protein, vegetable, starch and salad. A beverage will be included with this meal in the form of Fountain Soda using the 12oz employee cup (w/ lid). This meal is intended to be consumed at the time of service and not packaged or removed from the serving area to be consumed later. In consideration for all team members, employees should only pass through the service line once and portions should be of a reasonable amount to ensure that all team members shall have an opportunity to receive food.

This area will be staffed by Concessions staff and will be included in the tip pool. Scheduling will be bid by seniority. These employees will be scheduled 4hr prior to "All Gates" to setup a family meal service within the Pen (or other area as may be designated by the Employer). Concessions staff working in this areas shall pickup food from the production area, acquire any necessary product/items from the Warehouse, and ensure the meal is served on-time on all event days. Following the conclusion of service time, they will break down all tables/equipment, hold dry inventory to rollover to the next event, and return leftover food to the kitchen where it was produced.

Individual team members are responsible for disposing of their trash in local receptacles and tidying up any messes they contributed to immediately to ensure this area is clean and readily available for the scheduled gate time.

For further clarification and using the example of a 6:40pm game, All Gates are scheduled to open at 5:10pm. Family meal will be served starting at 3:10pm through 4:10pm and promptly broken down to ensure the area is cleared and ready for Pen Gates at 4:40pm.

Game Time	12:40pm	1:10pm	4:15pm	6:40pm	7:10pm
All Gates	11:10am	11:40am	2:45pm	5:10pm	5:40pm
Family Meal staff arrive	7:10am	7:40am	10:45am	1:10pm	1:40pm
Concessions staff scheduled to arrive	8:00am	8:30am	11:45am	2:00pm	2:30pm
Service time Starts	9:10am	9:40am	12:45pm	3:10pm	3:40pm
Service time Ends	10:10am	10:40pm	1:45pm	4:10pm	4:40pm
Pen Gates	10:40am	11:10am	2:15pm	4:40pm	5:10pm

Following the conclusion of meal service breakdown, family meal attendants may be redeployed throughout the Concessions Dept. to fill vacancies from call outs, no shows (this will likely impact hours received by lower seniority employees).

Failure of a team member to report to work on-time and attend the dedicated family meal service window will result in the team member to purchase a meal at full price through concessions (receipt required), if/when another break is approved by management.

EXHIBIT D - TRAINING PROGRAM RULES

1. Administration of Trust Agreement. The Employer agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Pacific Northwest Hospitality Training Program ("Training Program"), dated May 1, 2018, and the amendments heretofore and hereafter adopted. The Employer agrees to be bound by the acts and determinations of the Board of Trustees of the Training Program pursuant to the authority conferred upon them.
2. Employer Trustees Accepted. The Employer accepts as its representatives the Employer Trustees presently serving on said Board of Trustees and their duly elected or appointed successors.
3. Board of Trustees' Authority. Subject to the terms and provisions of the Trust Agreement, the Board of Trustees shall have authority to determine the eligibility of employees for training benefits.
4. Copies of Contribution Reports. The Administrator of the Training Program shall provide an employer reporting form to the Employer, and the Employer shall complete and retain two (2) copies of such form each month. The Employer shall then be obliged each month to post one (1) copy of the completed employer reporting form in an area available to employees. The Administrator of the Training Program shall provide a copy of all Training Program contribution reports to the Union.
5. Delinquencies and Liquidated Damages. Insofar as payments by the Employer to the Training Program are concerned, time is of the essence. The parties recognize and acknowledge that the regular and prompt payment of contributions due to the Training Program is essential to the stability of the Training Program and to the prompt payment of benefits and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Training Program which will result from the failure of the Employer to make payments in full within the time provided. Therefore, it is agreed that if the Employer fails to pay within fifteen (15) days of the due date the required contributions, such Employer shall be obligated for liquidated damages in the amount of twenty-five dollars (\$25.00) for each such failure to pay in full within the time provided or ten percent (10%) of the amount due and unpaid, whichever is greater, in addition to the full amount of the delinquency owing.
6. Reasonable Costs and Attorney's Fees. It is also agreed that in the event the Union or the Board of Trustees retain legal counsel for the purpose of enforcing the payment of delinquent contributions and liquidated damages owing to the Training Program, the delinquent Employer shall be obligated for all reasonable expenses incurred in connection with the collection effort, including reasonable attorney's fees, accountants' fees, costs of attachment bonds, and court costs.

EXHIBIT E - HEALTH TRUST SUBSCRIPTION AGREEMENT

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