

AEG MANAGEMENT TWN, LLC D/B/A Target Center

AND

MISCELLANEOUS DRIVERS, HELPERS AND
WAREHOUSEMEN'S UNION, LOCAL NO. 638

SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2027

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THIS AGREEMENT made and entered into as of this 1st day, September 2024 by and between AEG MANAGEMENT TWN, LLC D/B/A TARGET CENTER, 600 First Avenue North, Minneapolis, Minnesota, 55403, hereinafter referred to as the “Employer” or “Company” and the MISCELLANEOUS DRIVERS, HELPERS AND WAREHOUSEMEN’S UNION, I.B.T. LOCAL NO. 638 of Minneapolis and St Paul, Minnesota, AFL-CIO, hereinafter referred to as the “Union”.

WITNESS TO

WHEREAS, the Union represents a majority of the employees of the Employer, and WHEREAS, it is the desire and intention of the parties to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and equitable disposition of grievances, to maintain fair wages, hours and other working conditions, to prevent strikes and lockouts and to promote good relations between the Employer and employees and observances of Company rules, for their mutual benefit.

In consideration of mutual promises hereinafter set forth, the parties agree as follows:

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the employees employed by the Employer as certified by the National Labor Relations Board on September 3, 1991, Case #18-RC-15069, in the classification outlined in Schedule “A” attached hereto with respect to wages, hours of work, working conditions and other conditions of employment, excluding all office and clerical employees, ticket sellers, guards, professional employees, confidential employees and supervisors as defined in the National Labor Relations Act as amended.

**ARTICLE 2
CHECK-OFF AUTHORIZATION**

Article 2 Section 1: The Employer shall checkoff monthly union dues, work permit fees and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct union dues of fees signed by the employee. Deductions for checkoff shall be submitted to the Union(s) by the end of each month. New applications will be sent to the Union(s) with the monthly billings.

Section 2: I.B.T. Local 638 further agrees to hold the Company harmless from any legal actions growing out of these checkoff deductions that may be instituted by any employee involved herein against the company as well as bear any reasonable cost and expenses involved in defense of any such action as set forth in this paragraph.

Section 3: The Employer also agrees to make deductions for credit union payments when appropriately requested by the employee.

**ARTICLE 3
UNION SECURITY**

Section 1: It shall be a condition of employment for all employees covered by this Agreement that all employees who are members of the Union(s) on the effective date of this Agreement shall remain members of the Union(s) or pay fees in lieu thereof. Furthermore, any of these employees who are not members of the Union(s) on the effective date of this Agreement shall, on or after the thirty-first (31st) day of the effective date of this Agreement, become and remain members of the Union(s) or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective day shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union(s) or pay fees in lieu thereof.

Section 2: If the Company discharges any employee for failure to comply with Section 1, above, the respective Union agrees to save the Company harmless from and indemnify the Company of any liability that may arise from such action.

**ARTICLE 4
UNION STEWARDS**

Section 1: The Employer recognizes the right of the Local Union to designate a Chief Shop Steward, who should be recognized as the representative of the Local Union. The Union may also designate other Shop Stewards. Reasonable time expended by the Shop Steward in carrying out the agreed-upon grievance procedures during regular working hours will be compensated to the Employer at the Employee's regular rate of pay.

Section 2: Shop Stewards shall have no authority to take any strike action or any other action interrupting the Employer's business except as authorized by the Local Union and which is not in violation of this Agreement. The Employer recognizes this limitation upon the authority of the Shop Steward and will not hold the Local Union liable for any unauthorized acts of Shop Stewards, provided the Local Union shall utilize their best efforts to prevent the Shop Stewards from violating any clauses of this Agreement, including but not limited to, the No-Strike Article herein.

**ARTICLE 5
MANAGEMENT RIGHTS**

The Employer and the Union specifically agree that management shall have the right to direct the work force and to determine the policies and methods of operating its facility, except as expressly limited by the specific provisions of the Agreement.

Such management rights and responsibilities shall include, but not be limited to the following: the right to select the employees it will hire; the right to establish or revise work

schedules; to determine the number and type of equipment, material, products, and supplies to be used or operated; to discipline or discharge employees for just cause; to maintain the efficiency of employees; to determine assignments of work; to discontinue all or any part of its business operations; to expand, reduce, alter, combine or transfer, assign, or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operation; and to otherwise generally manage the facility, except as expressly restricted by the provisions of this Agreement, provided, however, the Union(s) shall be notified of any new job classification.

ARTICLE 6 SUBCONTRACTING

Section 1: It is the intention of the Company to utilize the employees covered by this Agreement to perform the necessary and majority of the work in the facility. It is also recognized that for the efficient operation of the facility, it shall be necessary for management to exercise its discretion and subcontract out tasks or functions. Prior to subcontracting, management shall analyze the task at hand to determine if the employees covered by this Agreement can perform the task giving consideration to all factors including but not limited to efficiency. If the company determines that it must subcontract, it will inform the Union Business Agent and Steward of its intention to do so. Before awarding a subcontract, the company will make every reasonable effort to ensure that the subcontractor will work in harmony with the employees at the facility.

Section 2: The above-referenced items shall not apply in emergency situations.

ARTICLE 7 STRIKE, LOCKOUT AND WORK STOPPAGES

Section 1: No Strikes, No Lockouts – The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slowdowns, boycotts, refusal to handle merchandise, picketing of the Employer’s establishment covered by this Agreement, or other interruption of work or interference with the Employer’s operation during the term of this Agreement or any extension, and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in such practices prohibited by this Section shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer, and subject to the Grievance and Arbitration Procedure in Article 11.

Section 2: Unauthorized Action – In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the International or Local Union or any of their officers or agents, provided that in the event of such unauthorized action the Union first meets the following conditions:

a. The Union shall declare publicly that such action is unauthorized by the Union if requests to do so in writing.

b. The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line, if requested to do so by the Employer.

c. The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaging in, participating in or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the Employer of any provision of the Agreement. However, any issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any violation may be subject to arbitration.

Section 3: Jurisdictional Dispute – It is agreed that any jurisdictional dispute between any Union or Unions involved with this Agreement shall not result in or interfere with the business of the Employer in any manner.

ARTICLE 8 SENIORITY

Section 1: It is agreed that the employer does recognize the seniority rights of employees in their respective classifications and that the employees shall be scheduled according to established procedures, promoted, demoted, laid off and returned to service, scheduled for overtime work, holidays and shift according to their seniority ranking, provided, however, that such employees in the opinion of their Employer, are fully capable of doing the work available. If strictly male or female-only employees are needed for an event, they will be scheduled by gender in seniority order. An exception will be made if a client requests an employee by name for a particular area.

Section 1.1 Probationary Period - New Employees – Newly hired Part-Time employees (ushers, ticket-takers, custodial, changeover) shall be subject to a probationary period of thirty (30) events worked or sixty (60) calendar days, whichever is longer.

All Full-Time newly hired employees shall be subject to a probationary period of sixty (60) calendar days.

A Part-Time employee shall establish seniority upon completion of said probationary period, based on the total number of events worked from the date of the first event/shift worked. Where the number of events/shifts are identical between employees, seniority shall then be based on the date of hire. Employees promoted from part-time to full-time shall be placed at the bottom of the full-time seniority list. An event shall be defined as any time a ticket is taken or there is a separate gate time. For non-event classifications, any time an

employee is called to work with a scheduled start and separate punch-in time shall be considered a shift.

Section 1.2 Maintenance of Seniority – To maintain Seniority, each employee must maintain regular attendance. Full-time employees are expected to work the shifts for which they are scheduled. Part-time employees must be available to work every month and must work the shifts for which they are scheduled.

All seniority is forfeited at the time an employee's employment ends, whether by resignation or termination.

Section 2: There shall be separate classifications and seniority lists for full-time and part-time employees. For any openings for full-time positions, interviews will be offered to part-time employees who apply first, and then to outside candidates second. A decision will be based on the opinion of the employer of the person(s) who are fully capable of doing the work.

Section 3: Time lost due to Worker's Compensation, injury or other work-related illness or injury shall not affect seniority.

Section 4: Seniority List – The seniority list shall be updated during March, June, September, and December and posted on employee bulletin boards for all employees to read and a copy of same shall be remitted to the Union. Copies to the Union to include the most recent home address of the employee and telephone number.

ARTICLE 9 WAGES, HOURS AND OVERTIME

Section 1: The wage rates which shall be effective during the term of this Agreement are set forth in Schedule "A".

Section 2: All rates set forth in the Wage Schedule mentioned in Section 1, above, are recognized by the parties hereto as established minimum. Moreover, nothing contained in this Agreement is to be interpreted to forbid or prevent the rewarding of meritorious services by individual employees by rates of wages in excess of the minimum, nor shall this Agreement serve to reduce the wages of present employees currently receiving in excess of the established scale.

Section 3: Overtime pay is defined as one and one-half (1 ½) times the employee's regular rate of pay in lieu of all other compensation. The overtime rate of pay shall be paid on the following basis:

1. All full-time/part-time employees, custodial employees, patron services employees, and changeover employees shall be paid the overtime rate for all work performed in excess of eight (8) hours per day. However, any shift that begins prior to midnight, but ends after 12 midnight, shall be treated as one (1) day for

the purpose of computing pay rates, Notwithstanding the language above, an individual employee in the maintenance department and his or her supervisor may voluntarily mutually agree to a flexible schedule, scheduled in advance, providing for a work week of four (4) ten (10) hour days (overtime will only be paid for work performed in excess of ten (10) hours per day in those weeks.) Either the Employer or the employee may cancel the agreement at any time.

2. All employees will be paid the overtime rate for all work performed in excess of forty (40) hours per week.

Section 4: Breaks

a. Effective upon ratification, each employee who is scheduled to work 8 ½ hours or more, shall receive two (2) twenty (20) minute paid breaks and one-half (1/2) hour unpaid breaks.

b. Effective upon ratification, each employee who is scheduled to work 8 ¼ hours or less shall be given one (1) twenty (20) minute paid break for each four (4) hours worked. An employee scheduled to work 8 ¼ hours or less shall not receive a one-half (1/2) hour unpaid break. Additionally, each employee who works over ten (10) hours in a shift shall receive one additional twenty (20) minute paid break.

Section 5: An employee may receive an employee discount at a concession stand through the Target Center app or a meal will be provided on the employee's scheduled day of work. This is only eligible for event days for staff working 1 hour before doors.

Section 6: Reporting Pay - Ushers shall not be scheduled to work less than three (3) hours. All other part-time employees who are scheduled to work an event or shift and subsequently determined by Management to be not needed shall be paid four (4) hours of work and are entitled to all provisions of this agreement for working the event scheduled.

Full-time employees shall not be scheduled to work less than four (4) hours per day. Full-time employees who are scheduled to work an event or shift and subsequently determined by Management to be not needed, shall be paid for four (4) hours of work and are entitled to all provisions of the Agreement for working the event scheduled.

All online training will be paid in ½ hour increments rounded up based on Brain-Shark completion of training.

Cleaning between events shall be on a voluntary basis. An Employee may stay clocked in between events for one and one-half (1 ½) hours if they volunteer to help clean. If Employee decides not to volunteer said Employee will be expected to clock out.

Section 7: Mandatory Events - In addition to mandatory training and orientation, the Employer may designate FIVE (5) other mandatory events per year for guest services, changeover, and custodial Employees. The Employer shall give Employees a thirty (30) day notice of such events. Guest Services Employees will be allowed to opt out of one mandatory event per calendar year without penalty, provided that Employees work all the other Employer-designated mandatory events in the same calendar year. In the circumstance that a guest services Employee misses more than one (1) mandatory event per year, all mandatory events will be subject to the applicable disciplinary action(s).

Section 8: Emergency Work - Management personnel cannot perform bargaining unit work. In the event of an emergency, Management will perform bargaining unit work only until the required union personnel is available.

**ARTICLE 10
DISCIPLINE AND DISCHARGE**

Section 1: The Employer will discipline Employees for just cause only. Discipline will normally be in the following form:

- a. Verbal Warning
- b. Written Warning
- c. Final written warning or suspension
- d. Discharge

Serious Violations: However, a serious violation of certain Employer rules and regulations may result in immediate termination without warning. Such violations include but are not limited to, the following: Theft; acts or threats of violence; illegal use, possession, and/or sale of drugs of any kind during working hours or on the Employer’s property; being under the influence of alcohol or illegal drugs (including controlled substances without a proper prescription) during working hours; and insubordination.

Attendance Requirements resulting in discipline for PT Employees

More than 10 minutes late	Minor Warning
Call-off more than 4 hours to start of shift	Minor Warning
Cell phone &/or headphones in use while in view of customers & clients	Minor Warning
No Call, No Show	Major Warning
Call off less than 4 hours prior to the start of shift	Major Warning
Ushers working less than 50% of shifts in a month	Major Warning
Custodial/Changeover working less than 75% of shifts in a month	Major Warning

Combination of 3 Minor Warnings	Major Warning
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These two standards will be applied together and failure to comply with them shall result in progressive discipline. The first offense shall result in a verbal warning; the second offense shall result in a written warning; the third offense shall result in a final written warning or suspension; and the fourth offense within a twelve (12) month period shall result in discharge.

Copies of all written reprimands shall be forwarded to the union via email. All Final Written Warnings, suspensions, and notices of discharge will be emailed to the Union upon receipt to Human Resources.

The Union shall have the right to review any discharge of an Employee who has completed the probationary period by following the Grievance Procedure of this Agreement.

The Employer's rules shall be available from supervisors or managers and shall be distributed to all Employees. The Employer's rules shall not conflict with this Agreement.

The Employer agrees to provide the Union with a copy of all rules and regulations.

Section 2:

Employee disciplinary notices shall expire

- Minor and Major Warnings Twelve (12) months after the date of issue
 - If a minor warning is wrapped into a major warning, the date of expiration will be twelve (12) months after the major warning date of issue
- If a major violation of a similar nature is received less than twelve (12) months after the initial major warning, violations will then expire at eighteen (18) months.

Section 3: The Employer may retain expired disciplinary notices in an Employee's personnel file indefinitely.

Section 4: All discipline notices must be issued to the Employee within five (5) business days of Management's knowledge of the violation. If an Employee is not scheduled to work within three (3) days of Management's knowledge, such discipline will be given to the Employee on the Employee's next scheduled day of work.

**ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1: A grievance is defined as a dispute, differences, disagreement, or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include but is not limited to the complaint of an

Employee, Company, or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement. The grievance shall be in writing and shall reference the provisions of the Agreement believed violated.

Procedure:

Step 1: Within ten (10) calendar days of an incident or event giving rise to a grievance, the grievance must be reduced to writing and discussed with the Employee. The Employee may accompany his Steward if he so desires. The company shall render a decision within ten (10) calendar days after the conclusion of the Step 1 meeting.

Appeal: If the Employee wishes to appeal, he must appeal a denied grievance to Step 2 within ten (10) calendar days after receipt of the Company's decision. Such appeal shall be in writing to the facility manager or department head of the Company's operation at the facility.

Step 2: The Employee shall be represented by the Shop Steward or Union representative. The facility manager or department head shall meet with the Steward or Union representative as expeditiously as possible. A decision by the company shall be rendered within ten (10) calendar days.

Appeal: The Union may appeal a denied Step 2 grievance to Step 3 within ten (10) calendar days of the receipt of the Step 2 decision.

Step 3: The Union Business Representative shall meet to discuss the grievance with the Facility Manager and the Company's Labor Relations Representative as expeditiously as possible. A decision by the Company shall be rendered within ten (10) calendar days.

Appeal: The Union may appeal a denied Step 3 grievance to Arbitration within ten (10) calendar days of the receipt of the Company's decision. Time limits set forth above may be extended upon mutual agreement of the Company and the Union.

Step 4: Arbitration In the event the Union or Company elects to arbitrate the grievances, it shall be heard by an arbitrator to be designated by mutual agreement of the company and the Union.

Section 2: In the event the parties fail to mutually agree upon an Arbitrator, either party may move to arbitration through the rules of arbitration as provided by the Federal Mediation and Conciliation Service.

Section 3: The arbitrator's decision shall be final and binding on all parties concerned. Any compensation required to be paid to the arbitrator shall be shared equally by the parties.

Section 4: The arbitrator shall have jurisdiction and authority to apply, interpret and determine compliance with the terms of this Agreement but in no case add to, deviate from, detract from, or alter in any way the provision of this Agreement. The decision of the arbitrator shall be confined to the matter submitted to him for arbitration.

ARTICLE 12 LEAVES OF ABSENCE

Section 1: Any Employee who has completed his/her probationary period shall upon request be granted one (1) leave of absence, per calendar year*, for personal reasons. The Employee shall first give notice in writing to his/her supervisor of the request for the leave which states the beginning date of the leave and the expected date of return. Leaves shall not be for more than two (2) months. Other than medical leaves of absence, any Employee who takes more than sixty (60) days of personal leave in any calendar year will have his/her seniority date moved to a later date which corresponds to the number of days beyond sixty (60).

*For leaves that fall at the end of the calendar year, all leaves end as of 12/31 and a new leave is granted on 1/1.

Section 2: Parental Leave An Employee shall be granted an unpaid child care leave of absence in connection with the birth or adoption of his/her child. The Company shall adhere to the Federal Family and Medical Leave Act. Seniority shall continue to accrue on such leave at a rate of 50% of events missed.

Section 3: Jury Duty Full-time Employees shall receive regular pay for jury duty services less the fee received from the court. Mileage is excluded.

Section 4: Funeral Pay Full-time Employees shall receive three (3) days' pay for their regularly scheduled hours to attend funeral services for their parents, spouse, siblings, children, grandparents, sister-in-law, brother-in-law, current mother-in-law or father-in-law.

Section 5: Leaves for Illness or Injury Leaves of absence without pay for up to sixty (60) days shall be granted by the Employer for reasons of bona fide illness or disability. Such leaves shall be extended for successive thirty (30) day periods upon presentation of a physician's statement and in accordance with the Family and Medical Leave Act.

Section 6: Sick Days All Full-time Employees shall be entitled to the same number of paid sick days as the Employer's full-time, non-union employees. Absences of three (3) or more consecutive days may require a physician's statement. In order to receive compensation for a

sick day, Employees must notify the Employer of the illness as soon as possible and at least four (4) hours prior to the scheduled reporting time for an event call and as soon as possible and at least one (1) hour prior to the scheduled reporting time for a non-event call.

ARTICLE 13 NON-DISCRIMINATION

It is agreed by the Company and the Union, that there shall be no discrimination against any Employee by reason of race, creed, color, sex, age, disability, marital status, physical or mental handicap, sexual preference, or status as a disabled veteran or a veteran of the Vietnam Era in accordance with applicable law.

ARTICLE 14 INTERCHANGEABILITY OF CLASSIFICATIONS

The Company shall have the right to assign, interchange, and utilize the Employees between classifications as it sees fit without regard to Union affiliation. Employees who are assigned to a lower-rated classification shall be paid their regular rate of pay for all work performed in that classification. Employees assigned to a higher-rated classification shall be paid the higher rate of pay for all work performed in that classification.

ARTICLE 15 MISCELLANEOUS

Section 1: Pay Day – Definite dates for paydays shall be immediately established and Employees shall be paid at least semi-monthly.

Section 1.1: Paychecks – On non-event days, all Employees can pick up their paychecks at the Admin Reception Area on paydays between 12:00 pm and 4:00 pm. After 4:00 pm, checks will be available at the Command Center through Sunday night. On event days, all Employees can pick up their paychecks at the Admin Reception Area on paydays between 12:00 pm and 3:00 pm. On event days at 4:00 pm, checks will be available at the Command Center through Sunday night. Checks/Direct Deposit slips not picked up on payday will be placed in the regular mail on the morning of the next business day.

Section 2: Uniforms – Required uniforms shall be furnished by the Employer at no cost to the Employee. A deposit for the uniform may be required by the Employer. The Employer shall furnish a minimum of two (2) shirts for each Employee required to wear uniforms; the Employer shall furnish a minimum of two (2) shirts for each Guest Services Employee. During winter months, Guest Services Employees who work near the arena’s main doors or skyway doors shall

be furnished one (1) jacket, or other suitable alternatives, as determined by the Employer. Changeover and custodial Employees shall be furnished tee-shirts, coveralls, or other suitable attire, as determined by the Employer.

Article 15 Section 2.1: Uniforms – On event days, defined as any time guests, clients, or tours are in the building, union employees are required to wear Target Center-issued apparel. We also expect staff to wear black pants that are clean and in good condition (no tears, rips, or holes). Leggings, yoga pants, sweatpants, and shorts are not acceptable.

Article 15 Section 2.2 Uniform Deposit Policy - As part of our commitment to maintaining a professional and safe workplace, employees who are issued uniforms are required to pay a deposit of \$25. This deposit helps ensure that uniforms are returned in good condition upon the conclusion of employment or when uniforms are no longer needed.

Guidelines:

1. Deposit Amount:

- A \$25 deposit will be deducted from the employee's paycheck when a uniform is issued.
- The deposit will be taken in a manner that does not reduce the employee's earnings below the minimum wage as required by federal and state law.

2. Return of Uniforms:

- Employees are expected to return their uniforms in good condition upon leaving the company or when the uniforms are no longer required for their role.
- The deposit will be refunded in full if the uniforms are returned in acceptable condition.

3. Conditions for Refund:

- The uniform must be returned in a condition consistent with normal wear and tear.
- If the uniform is not returned, or if it is returned damaged beyond normal wear and tear, the deposit may be forfeited.
- The refund will be processed within one (1) pay period after the uniform is returned and inspected.

4. Employee Acknowledgment:

- Employees will be required to sign an acknowledgment form agreeing to the terms of this policy when the uniform is issued.

Full-time Employee Safety Shoes and Work Attire – Effective September 1, 2024, the Employer agrees to reimburse full-time Employees (totals below) per calendar year for the purchase of approved work attire or toward the cost of a pair of required safety shoes or boots. Full-time Employees must submit appropriate written evidence of the purchase of approved work attire or safety shoes or boots for reimbursement purposes. The reimbursement shall be made only after investigation and approval by the immediate supervisor of that employee.

- Year 1 - \$200.00
- Year 2 - \$225.00
- Year 3 - \$250.00

Section 3: Job Openings – The Employer will inform the Union when open full-time positions are available. The Employer will consider applicants referred by the Union on an equal basis with applicants from other sources.

The Employer will post all job openings for a period of seventy-two (72) hours, Monday through Friday.

Section 4: The Drug and Alcohol Testing Policy is contained in a letter of agreement.

Section 5: The Employer shall not enter into any agreements with any Employee covered by this Agreement, the terms of which conflict with any of the terms of this Agreement.

Section 6: On-call – Those Employees designated by the Employer to be on-call and to carry pagers/cell phones shall receive a stipend per week, effective upon ratification, for each designated Monday through Monday time period. Failure to answer the phone call or page may result in discipline and/or a \$25.00 fine per missed call. If called into the building to work, the reporting Employee shall receive a minimum of two (2) hours of overtime pay at the applicable hourly rate. Issues resolved over the phone do not result in any reporting pay.

- Year 1 - \$600.00
- Year 2 - \$625.00
- Year 3 - \$650.00

Section 7: Interns – Interns shall not be included in the bargaining unit. Interns shall be hired to further their education and to become proficient in those areas of the operation as they may be assigned. While being used as trainees and a supplement to the workforce, interns shall not be

utilized as permanent replacements to bargaining unit Employees. No intern shall work in excess of nine hundred (900) hours.

Section 8: The Employer shall make every effort to schedule and work all available Company employees in the covered classifications before scheduling temporary workers or others to work.

Section 9: The Employer shall give at least eight (8) hours' notice before canceling an individual part-time employee's shift.

ARTICLE 16 VACATIONS

All full-time Employees shall be entitled to the same number of vacation days, following the same requirements and procedures, as the Employer's full-time non-union employees. Such vacations shall be scheduled in order of seniority.

ARTICLE 17 HOLIDAY PAY

Section 1: Full-time Employees who have completed their probationary period shall be eligible to receive their regular rate of pay for the days that the Employer observes as holidays for its full-time, non-union employees. When full-time Employees are called in to work on such a holiday, they will receive time and one-half (1 ½) times their regular rate of pay for all hours worked in addition the holiday pay. Personal days shall be scheduled and approved by the Employer in accordance with the policies that apply to the Employer's full-time, non-union employees.

Section 2: Part-time Employees will be paid at the rate of time and one-half (1 ½) times their regular rate of pay for hours worked on an event scheduled for the following holidays:

New Year's Eve	Juneteenth Day
New Year's Day	Independence Day
Martin Luther Kings, Jr.	Labor Day
Memorial Day	Thanksgiving Day
Easter	Christmas Day

ARTICLE 18 HEALTH, WELFARE & SAVINGS PLAN

Section 1: Regular full-time Employees who are regularly scheduled to work at least thirty (30) hours per week may be eligible for the Teamsters Local 638 Health and Welfare Plan (Class

6). The waiting period for benefits shall be ninety (90) days. Full-time Employees who participate in the Health and Welfare Plan shall be entitled to a Company contribution each month. Bargaining unit Employees will share in the cost of health and welfare benefits through payroll deduction on a pre-tax basis. Effective September 1, 2024, the Company's maximum total weekly contribution shall equal Two Hundred and Eleven and 42/100 Dollars (\$211.42) per Employee and the Employee maximum weekly contribution shall equal Sixty-Five and 25/100 Dollars (\$65.25). These amounts will be capped at an increase of TEN Dollars (\$10.00) per week for the Company, per each year of the contract. The Union represents and warrants that if the insurance rates secured by the Health and Welfare Plan from its insurers are less than the total amounts set forth above, the Health and Welfare Plan shall pass on the contribution savings to the Teamsters Local 638 Health and Welfare Plan. The company undertakes the obligation to make such payments under Article 18, Section 1. Eligibility and coverage under this Plan is determined under the terms of the Plan. The Union represents and warrants that the Plan complies with the Taft-Hartley Act and ERISA. The company assumes no obligation to the Plan except to make the Employer contributions, to deduct the Employee contributions, and to remit to the Plan the Employer and Employee contributions as required by Article 18, Section 1.

Section 2: 401(k) Plan – Full-time Employees (maintenance electricians, maintenance techs, maintenance helpers, operation, custodial and changeover Employees) shall be entitled to receive a Company contribution to the Minnesota Teamsters 401(k) Plan. Effective September 1, 2024, the contribution rate shall be Two Dollars Fifty Cents (\$2.50) per hour. In addition, these Employees will be able to contribute on a tax-deferred basis up to Fifteen Percent (15%) of their gross earnings per year.

Any such participation is under the terms of the Minnesota Teamsters 401(k) Plan. The company undertakes the obligation to make such payments under Article 18, Section 2, notwithstanding anything set forth in the Agreement, and makes no warranties or representations as to eligibility or coverage under such plan. Union further represents and warrants that such a plan is fully compliant with the provisions of Taft-Hartley and ERISA. Company is not a signatory to said plan, and is not bound by it, except to make the specified contributions, to deduct the Employee contributions, and to remit to the Plan the Employer and Employee contributions as set forth herein.

ARTICLE 19 COMPLETE AGREEMENT

Section 1: The express provisions of this Agreement constitute the complete Collective Bargaining Contract which shall prevail between the Employer and the Union with respect to wages, hours of work, and other conditions of employment. The Agreement can be added to, detracted from, altered, amended, or modified only by a written document signed on behalf of the Parties by their duly authorized agents and representatives.

Section 2: No Vested Interest Acquired by Employees – Employees shall acquire no vested interest in the rights or benefits granted herein which are not subject to being changed, revised, or divested, in accordance with the Agreement or any subsequent revisions or terminations. All rights or benefits which employees acquire under the terms of this Agreement extend only for the duration of this Agreement and, shall then terminate, unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal clause of this Agreement.

Section 3: Union and Management Cooperation – The Union and the Employer agree to work together to enhance the Employer’s business and to improve conditions under which Employees work. The Union agrees to cooperate with the Employer in maintaining and improving safe and sanitary conditions and practices; and in maintaining safeguarding and conserving the equipment, supplies, materials, vehicles, machinery, buildings and other property used by Employees in connection with their work assignments.

ARTICLE 20 SUCCESSORS AND ASSIGNS

The Employer shall give notice to the Union of any contemplated transfer (including by sale, lease, or any other contractual arrangement) of the business or any portion thereof. Such notice shall be given as soon as the Employer enters into discussions with a potential transferee with the object of effectuating a transfer, but in no event shall such notice be given less than thirty (30) days prior to the effective date of any transfer.

ARTICLE 21 SEVERABILITY

In the event any provision hereof is determined by a court of competent jurisdiction to be unenforceable, it shall be severable from the remaining terms thereof which shall be given full force and effect.

ARTICLE 22 UNION REPRESENTATIVES

Section 1: All officers of the Union and the business representatives of the Union shall check –in at the Command Center immediately upon entering the facility and before visiting Union members during working hours. Where possible, Union officers and business representatives will provide the Employer with advance notice of any visits that will occur during working hours.

Section 2: Said Union representatives shall observe all Company rules regarding facility visitation.

**ARTICLE 23
BULLETIN BOARDS**

Article 23 Section 1: The Company shall provide a locked, glass-enclosed bulletin board outside the Employee’s locker room. The Union will be permitted to post non-controversial material, such as social activities, Union meeting notices, Union election notices, and Union election results.

Article 23 Section 2: Any material not conforming to the above shall be removed immediately by the Shop Steward at the Company’s request.

Article 23 Section 3: Any material posted shall be done only by a Union representative or Shop Steward.

**ARTICLE 24
NEW CLASSIFICATIONS**

Job content shall determine job titles or classifications and mere change in title or classification shall not exempt such Employees or classifications from this Agreement.

**ARTICLE 25
TERM OF AGREEMENT**

THIS AGREEMENT shall be in full force and effect from September 1, 2024, through and including August 31, 2027. It shall continue in full force and effect from year to year thereafter unless sixty (60) days' notice in writing is given by either party before August 31, 2027, or any year thereafter of desire to revise or change the terms or conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals.

This day _____ of _____ 2024.

AEG MANAGEMENT TWN, LLC D/8/A
 TARGET CENTER

MISCELLANEOUS DRIVERS, HELPERS &
 WAREHOUSEMEN'S UNION, LOCAL
 NO. 638

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____

SCHEDULE "A"
WAGES / BONUSES

TEAMSTER WAGES	Effective 9/1/2024	Effective 9/1/2025	Effective 9/1/2026
Head Maintenance Tech Electrician	\$60.00	\$63.60	\$67.42
Full-time Electrician	\$51.56	\$54.65	\$57.93
Part-time Electrician	\$45.91	\$48.66	\$51.58
Head Maintenance Tech	\$46.51	\$49.30	\$52.25
Maintenance Tech	\$40.47	\$42.26	\$44.80
Maintenance Tech II	\$26.50	\$28.09	\$29.77
Full-time Custodial Crew Leader	\$23.74	\$25.16	\$26.67
Full-time Custodial	\$20.33	\$20.94	\$21.67
Full-time Changeover Supervisor	\$30.27	\$32.09	\$34.02
Full-time Changeover Crew Leader	\$25.08	\$26.58	\$28.17
Full-time Changeover	\$21.47	\$22.10	\$22.87

P/T Changeover I	\$23.43	\$24.84	\$26.33
P/T Changeover II	\$22.60	\$23.96	\$25.40
P/T Changeover III	\$20.95	\$22.21	\$23.54
P/T Changeover Crew leader	\$24.80	\$26.29	\$27.87
P/T Custodial	\$19.84	\$21.03	\$22.29
After 100 shifts	\$20.12	\$21.33	\$22.61
After 250 shifts	\$20.67	\$21.91	\$23.22
Crew Leader	\$22.60	\$23.96	\$25.40
Guest Services	\$17.49	\$18.54	\$19.65
After 30 shifts	\$17.49	\$18.54	\$19.65
After 75 shifts	\$17.49	\$18.54	\$19.65
After 200 shifts	\$18.08	\$19.16	\$20.31

Bonus September 1st to August 31st of every year of Agreement:

75 events	\$ 50.00
100 events	Additional \$100.00
125 events	Additional \$300.00

Bonuses shall be paid to those eligible employees on an annual basis. Employees terminated for just cause are ineligible for the event bonus. To the extent feasible, the bonus will be paid on the first paycheck following each year.

It will be the sole discretion of management to determine who is qualified to be a Changeover I and a Part-time Changeover Crew Leader.

After 175 shifts, a Changeover III Employee will move automatically to the job classification of Changeover II.

