

AGREEMENT

Between

PITTSBURGH ASSOCIATES

and

PITTSBURGH STADIUM INDEPENDENT EMPLOYEES UNION

ARTICLE I - RECOGNITION

1. This Agreement is entered and agreed to this 19th day of May 2023 between PITTSBURGH ASSOCIATES, hereinafter called "Employer," and the PITTSBURGH STADIUM INDEPENDENT EMPLOYEES UNION, hereinafter called the "Union."

2. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing terms and conditions of employment for the unit of employees consisting of certain Game Day Staff employed by the Employer at PNC Park, specifically Host/Hostess, Greeter, Pool Event Staff and Ticket Seller, but excluding customer service representatives, ballpark cleaning employees, interior club level and suite level employees, field maintenance employees, office clerical employees, guards, professional employees, and supervisors as defined in the National Labor Relations Act, and all other employees. Notwithstanding any other provisions of this Agreement, the Union recognizes that other individuals will be employed to work at PNC Park by the Employer and/or by other entities.

The Union agrees that employees covered by this Agreement will work cooperatively with other individuals employed at PNC Park so that the highest level of customer service is provided to Guests of Pirates' baseball. The Union further agrees that the Employer may, from time to time, in its sole discretion, assign various work tasks of a similar nature not covered by this Agreement to members of the bargaining unit capable of performing such work, such non-unit work to be performed under the terms of this Agreement, but that such non-unit work shall not be considered bargaining unit work and members of the bargaining unit shall not acquire any right to the performance of such work in the future. The Employer's failure or refusal to assign such work to members of the unit shall not constitute a violation of this Agreement.

3. Game Day Staff covered by this Agreement shall work the jobs of Host/Hostess, Greeter and Ticket Seller. The duties of the jobs shall be as generally described herein, but such duties shall not be exclusively reserved to those jobs. The job of Host/Hostess (hereinafter "Host") will assist and seat fans in the general stadium seating areas only (not interior club or suite levels or concourse areas). The job of Greeter will welcome customers to the ballpark and process tickets at ballpark entry points. The job of Ticket Seller will sell tickets at the box office ticket locations at PNC Park and, if requested by the Employer, process and exchange tickets for current and future games and participate in the sale of Season tickets, group sales and partial plans. Pool Event Staff may be assigned to work the jobs of Host or Greeter at the discretion of the Employer.

4. This Agreement shall be applicable to Pirates' baseball games and other events of a similar scale, where there is a paid admission through the Pirates' box office and which occur between March 15 and the end of the Pirates' baseball season. It is agreed that between March 15 and the end of the Pirates' baseball season the Employer may assign a non-bargaining employee at a Customer Service window located at the main box office. The Customer Service window's primary function is to resolve issues or requests dealing with the customers and may be used to perform ticket office functions and will work with Ticket Sellers on the following basis:

- a. During baseball games (defined as from two and one-half hours before the starting time of the game until the end of the game) the ticket windows will be staffed, as necessary, by Ticket Sellers.
- b. At all other times between March 15 and the end of the Pirates' baseball season, when the main box office is staffed to sell tickets, the first three additional persons assigned to perform ticket office functions at the Main Box Office will be Ticket Sellers, the fifth person assigned may be a non-bargaining unit employee, the sixth person assigned will be a Ticket Seller. This alternating, one- to-one ratio will continue through subsequent assignments, provided that at all times the Employer will have the right to assign a greater number of Ticket Sellers.

ARTICLE II - UNION SECURITY AND CHECK-OFF

1. The Employer agrees that as a condition of employment, all employees covered by this Agreement shall become and remain a member of the Union following completion of thirty (30) days of employment.

2. The Employer will deduct monthly dues, assessments and initiation fees from the first pay each month of any employee from whom written authorization in proper legal form is received. Money so deducted shall be sent to the Union on or before the 20th of each month.

3. The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of any action taken by the Employer to comply with the provisions of this Section.

4. No union members shall be discriminated against or discharged for their activity as a union member or for serving in the interest of the Union.

ARTICLE III - TIPPING POLICY AND PROCEDURES

1. The Employer's policy throughout PNC Park is that individuals providing game-related services may not accept or solicit tips, gratuities or other payments of any kind. However, as an exception to this rule, employees working the job of Host shall be allowed to accept tips for seating Guests until the last out of the third inning, provided that at no time may a Host solicit or pressure a Guest to offer a tip by holding out his or her hand before money is offered, failing to move promptly out of the Guest's way, staring down a Guest until a tip is offered, or other similar conduct. (For single-game doubleheaders, Hosts may accept tips for the entire first game and until the last out of the third inning of the second game.) Further, it is agreed that the acceptance of money or any other thing of value from a Guest after the final out of the third inning constitutes a tip and a violation of this rule. Otherwise, employees covered by this Agreement are absolutely prohibited from accepting tips, gratuities or any other payment from Guests. For purposes of this entire agreement the term Guest shall include all persons attending events at PNC Park and all persons and entities doing business with the Employer. The Employer may post signage throughout the ballpark concerning tipping, and may use mystery shoppers and cameras to monitor and enforce this and other work rules applicable to employees. It is

expressly agreed that any violation of this rule is just cause for immediate discharge.

ARTICLE IV – MANAGEMENT RIGHTS

1. The Union acknowledges and agrees that it is the responsibility of each employee under this Agreement to provide the highest level of customer service to Guests attending Pirates' baseball games. Each employee must act in a friendly, courteous and professional manner toward each Guest. Each employee's interaction with Guests should add to the overall enjoyment of all Guests attending the baseball game. Each employee must orally greet and interact positively with the Guest, for example, with phrases such as "Welcome to PNC Park" and "Enjoy the game."

2. The management of the Employer's operations and direction of working forces, including but not limited to, the right to hire, schedule, assign, reassign, train, transfer, and lay off; the right to demote, discipline, suspend, and discharge for just cause; the right to assign work and determine the number of employees and hours to be worked; increase and decrease the working force; the right to introduce improvements and changes in the methods of operations and the functions to be performed; the right to introduce new methods, equipment and technology, provided the Union will be notified in advance of the introduction of new methods, equipment or technology; the right to establish and maintain performance standards, and methods of performance, and the right to make and adopt such reasonable rules and regulations in connection with the Employer's operations and the conduct and duties of its employees respecting those operations as are deemed advisable are vested exclusively in the Employer, subject only to such expressed limitations as are specifically set forth in this Agreement. Issues regarding subcontracting shall be controlled by the National Labor Relations Act. It is agreed that this Agreement should be applied and interpreted in a manner which maximizes the highest level of customer service to Guests. Unless specifically altered by an express term of this Agreement, the Employer retains all reserved rights traditionally held by management. The Employer will provide the Union with copies of the rules and regulations referred to herein prior to posting and placing same into effect.

3. The highest standard of efficiency and service shall be maintained by all employees.

ARTICLE V – SCHEDULING AND HOURS OF WORK

1. The Employer shall have the right to schedule the work force and to change schedules to meet the needs of its operations. The Employer shall have the right to adopt a procedure for scheduling, and to change such procedure for scheduling, as it deems appropriate. During the course of the baseball season all employees must be available to work a minimum number of Pirates' baseball games, as set forth below. Availability to work will be measured by each employee's sign-ups under the scheduling procedure. An employee must be available to work the required number of baseball games each baseball season in order to remain an employee covered by this Agreement, unless such absences are excused as an approved leave of absence or are due to a medical disability for which medical proof satisfactory to the Employer has been provided.

<u>Season</u>	<u>Game Availability</u>
2023	50
2024	50
2025	50

With regard to all games, if an employee reports off for a game he or she is scheduled to work, the employee will not receive credit for being available to work or for having worked that game.

2. A Host, Greeter or Pool Event Staff who is not scheduled to work an event may, if he or she so chooses, report on a stand-by basis to the locker room area prior to the normal reporting time. If the Employer determines that there is a need for additional workers to be assigned for the event, the employees who have reported on a stand-by basis will be assigned to perform the work in order of seniority within the classification. Employees who report on a stand-by basis will not receive credit for being available or any pay unless they are assigned to work by the Employer. In order to address the persistent problem of the Employer not being able to adequately staff events due to employee unavailability or refusal to work, the Employer may also create a Stand-by List of employees who have indicated a desire and availability to work. In the event of report offs or other scheduling needs, the Employer may offer, without regard to seniority, work to these employees on the day of the game.

3. In order of seniority, each employee on the job of Host may submit to the Employer the employee's preference for work assignment, provided that the Employer shall have the final right to assign employees to any level, or section or area of the ballpark as determined by the Employer. Employees will report for work at the time and at the assignment area set by the Employer. Employees will be paid from the time they are required to be in the assignment area or at their work station, whichever is earlier. Employees may not leave their work station before the end of the game without the permission of management. Unless otherwise relieved from duty, Hosts will continue to be paid until ten minutes after the final out or after the end of a post game attraction, such as fireworks. Greeters and Ticket Sellers will normally work a three-hour shift and be paid for three hours work unless specifically required to work more hours by the Employer. During a shift, employees may be reassigned within their classification as needed.

4. If a sufficient number of employees do not sign up for work or do not report for work as scheduled for any game or event, the Employer is free to supply the needed number of employees from any other source.

5. If an employee is scheduled to work a particular game, and then does not show up for that game for any reason, subject to paragraph 6 below, the following progressive discipline will apply. The discipline for this section will be administered over a rolling one year period.

First offense	Employee will be given a written warning
Second offense	Employee will be given a final written warning
Third offense	Termination

6. The only exceptions to application of the discipline outlined in paragraph 5 above are as follows, provided the employee shall have notified the Employer of such absence at least five (5) hours prior to the employee's scheduled starting time:

- a. if there is the death of an employee's immediate family member within three (3) days preceding the game; immediate family shall mean spouse, parent, child or sibling; or

- b. the employee's full-time employer requires the employee to stay for unforeseeable mandatory overtime, and verification satisfactory to the Employer is provided to the Employer within three calendar days of the absence, provided that the Employer shall not be required to accept this mandatory overtime excuse for more than four game absences in a season. In order to qualify as the employee's full-time employer, prior to an absence the employee must provide the Employer with written verification from his or her full-time employer confirming full-time employment on the form as provided by the Employer; or
- c. in very serious proven personal or medical circumstances, the Employer, at its sole discretion, will waive discipline on a case-by-case basis. Such waiver shall be without prejudice or precedent to any other situation.

ARTICLE VI - SENIORITY

1. Employees with the greatest length of seniority will have the first opportunity to work, so long as the employee is able to perform the job. Seniority is defined as the length of an employee's service with the Employer as a member of the PSIEU, plus any prior service working Pirates' baseball games as a member of Local 508, if such prior service is continuous with the employee's current service with the Employer. Any tie in length of service shall be broken by a coin flip. Every employee hired by the Employer to work at PNC Park shall remain a probationary employee, and have no seniority, until the employee has served a probationary period of thirty (30) days of actual work. When an employee completes his probationary period, his seniority shall be retroactive to the employee's date of hire. The Employer may terminate an employee during the probationary period for such reasons as the Employer deems sufficient. Each year, the Employer shall post a current seniority list at the beginning of the season and after the All-Star Break.

2. An employee who has completed his probationary period shall lose seniority if he is off because of layoff or illness as follows:

- a. Layoff - more than eighteen (18) continuous months.

- b. Non-Work Related Illness or Injury - more than twenty-four (24) continuous months.
- c. Job-Related Illness or Injury - more than thirty (30) continuous months.

3. An employee's seniority will be terminated when an employee:

- a. quits or retires;
- b. is discharged for just cause;
- c. fails to return to work when scheduled from an approved leave of absence;
- d. is absent for three consecutive workdays without reporting off; or
- e. If an employee fails to work the minimum number of games stated in Article V-1, unless such absences are excused as an approved leave of absence or are due to a medical disability for which medical proof satisfactory to the Employer has been provided. If any employee fails to meet the requirements of this section during a season, the employee will lose all seniority and the employee will be terminated from employment.

4. A leave of absence without pay may be granted by the Employer to an employee upon request for good and sufficient cause, including transfer of employment and medical reasons. No leaves of absence will be granted after August 1st of any year except for an extreme emergency. Employees requesting a leave of absence shall notify the Employer in writing, with copies to the Union President and Recording Secretary. Within 15 days of the employee's submission of the written request for a leave of absence, the Employer will provide a written response either granting or denying the request. A leave of absence shall be for a specified period of time not to exceed one (1) year. Employees shall be granted a leave of absence for military service as required by law.

ARTICLE VII - DISCIPLINARY ACTION

1. An employee, other than a probationary employee, shall not be disciplined or discharged except for just cause. An

employee will be suspended for a minimum of three days prior to such suspension being converted to discharge.

2. Employees shall be required to adhere to the rules of conduct set forth in the Impressions of Excellence applicable to all Game Day employees. It is specifically agreed that any incident involving the acceptance of tips or gratuities (except to the limited extent allowed in Article III), selling seats, selling unauthorized admission to the ballpark, or any type of theft or attempted theft is just cause for discharge. Further, abusive, improper or unprofessional behavior and any behavior of a sexual or harassing nature toward a Guest, another employee or any other person working at or visiting the ballpark is just cause for discharge. Improper and unprofessional behavior is defined as conduct inconsistent with the level of customer service described in the Impressions of Excellence.

ARTICLE VIII - DISCIPLINE BASED ON GUEST COMPLAINTS

1. In addition to disciplinary action taken under Article VII above, discipline may also be issued under the following special procedure. This procedure is adopted because customer service, of the highest quality, must be the highest priority of all employees covered by this Agreement.

- a. If the Employer receives two written complaints from Guests involving separate incidents and concerning an employee's performance of his/her job duties, the Employer will have the right in its sole discretion to suspend the employee for five (5) games. Prior to issuing such discipline, a representative will meet with the employee to give the employee an opportunity to discuss the complaints. Such disciplinary action will not be subject to the grievance procedure and shall become part of the employee's disciplinary record.
- b. If after the five (5) game suspension and during the same calendar year, the Employer receives an additional Guest complaint, which is made in writing by the Guest, concerning the employee's job performance, the Employer will have the right in its sole discretion to suspend the employee for five (5) games or to discipline the employee up to and including discharge. Prior to issuing such discipline, a representative will meet with the employee to give the employee an opportunity

to discuss the complaints. If the Employer issues a second five (5) game suspension, such disciplinary action will not be subject to the grievance procedure and shall become part of the employee's disciplinary record. If the employer discharges the employee, the Union reserves the right to challenge a discharge in arbitration.

- c. In the alternative, if the Employer receives a written and signed complaint from a Guest complaining of misconduct which constitutes just cause for discipline and/or discharge, the Employer will have the right in its sole discretion to suspend the employee and after such suspension convert the suspension to discharge. Prior to issuing the suspension, the Employer will meet with the Guest in order to fully understand the complaint. Further, the Employer will separately meet with the employee to give the employee an opportunity to respond to the complaint. During that meeting, the employee and his union representative may read the written complaint in its entirety. If the Employer suspends or discharges the employee based on the written complaint, a copy of the written complaint will be given to the Union President, provided that the Employer may redact personal information concerning any Guest and that the document will be treated confidentially.
- d. It is expressly agreed that neither the Union, the employee, nor any agent of the Union or the employee will subpoena, call or otherwise contact any Guest who has made a written complaint against an employee, or any other Guest in relation to the complaint. If any member of the bargaining unit makes, initiates or authorizes such contact, it shall constitute just cause for discharge.
- e. In any arbitration under these provisions, it is agreed that (1) the Employer has the right to introduce the written complaints, (2) the Union waives all hearsay objections to those writings, (3) the arbitrator must give the written and signed complaint the same weight as if the Guest credibly testified as such in arbitration, and (4) customer service of the highest quality is

the most important responsibility of each employee's job.

- f. The disciplinary procedures contained in this Article shall run from March 1 through February 28 and shall begin anew each March 1.

ARTICLE IX - GRIEVANCE AND ARBITRATION

1. The management and direction of employees covered by this Agreement, including the right to suspend, discipline or discharge any employees for proper cause, are vested exclusively in the Employer, provided, however, that any action of the Employer under the above clause is subject to the grievance procedure herein.

2. A grievance is defined as any complaint by any employee or the Employer concerning the effect or interpretation, or a claim of breach, of this Agreement.

3. To file a grievance, the grievance must be reduced to writing on the form provided by the Employer, signed by each aggrieved employee and by authorized union representatives of the Union, provided that group grievances which seek a monetary remedy for more than three employees may be signed solely by the authorized union representatives. A grievance must be submitted to the Director - Operations or his or her designated representative not later than fifteen (15) calendar days following the act or occurrence which gives rise to the grievance. In cases where an employee is disciplined, the time limits shall begin to run on the date the discipline is issued to the employee. Should the Union or employee fail to file a grievance within fifteen (15) calendar days of the act or occurrence which gives rise to the grievance, said grievance shall be untimely and the Employer shall not be bound to proceed to discuss or arbitrate the issue.

4. The Senior Director, Operations, or his designee, and the designated Union representative shall meet in Step 1 for a discussion of the Grievance within ten (10) calendar days after the Employer's receipt of the written grievance. The time and place of the meeting shall be agreed upon by the Union and the Employer. The time limits set forth herein may be extended by mutual agreement. Within ten (10) calendar days following the grievance meeting, the Employer shall issue its written answer, in which the position of the Employer shall be indicated.

5. If the meeting and the answer do not result in a settlement of the grievance, the Union, upon written notice to the Vice President-Operations, or his designee, shall be promptly submitted for arbitration. The notice must be given within ten (10) calendar days after the Employer's answer. If the Union and the Employer are unable to agree upon the choice of an arbitrator, FMCS shall be asked to furnish a list of seven NAA member arbitrators. The Union and then the Employer shall alternatively strike one (1) name from the list, and the individual whose name is the last remaining shall be the arbitrator. The decision of the arbitrator shall be in writing, shall be limited to the grievance as stated and shall be final and binding upon the parties. The arbitrator may not add to, amend or detract from the terms of this Agreement. The expense of the arbitrator shall be borne equally by the parties.

Prior to arbitration either party may agree to use mediation as a means to attempt to resolve the grievance.

ARTICLE X - NO STRIKES/NO LOCKOUTS

1. During the term of this Agreement, the Union, its members and the employees agree, in exchange for the Employer's obligation under Section 2 below, that as to any dispute, of any nature, neither the Union nor any employee shall authorize, instigate, encourage or participate in any strike, sympathy strike or work stoppage of any kind. The term "strike" includes a strike, slow-down, sit-down, picketing, hand-billing or any other interference with the Employer's operations, including a threat thereof.

2. The Employer agrees that it shall not lock out the bargaining unit during the term of this Agreement, provided that the cancellation of a baseball game for any reason shall not constitute a lockout.

3. It is further agreed that in the event of a primary economic strike after the end of the contract, the Union will provide adequate official notice of at least ten days to the Employer, and the Employer will provide at least ten days' notice of any lockout.

ARTICLE XI - RATES OF PAY

1. Hourly pay rates:

	2022 Retroactive Wages*	2023**	2024	2025
Host/Hostess	\$2.30/hour	\$12.40	\$12.65	\$13.10
Pool Event Staff		\$12.40	\$12.65	\$13.10
Greeter	\$.30/hour	\$18.65	\$18.80	\$19.10
Ticket Seller	\$.15/hour	\$19.00	\$19.05	\$19.30

* Only active roster employees (still employed on the date of ratification) shall be entitled to retroactive wages.

**2023 rates shall apply retroactively to hours worked during the 2023 season prior to ratification.

2022 returning Hosts, Greeters and Ticket Sellers are grandfathered into their current job classifications. All employees hired on or after January 1, 2023 will be assigned to the Pool Event Staff classification.

2. An employee scheduled to work a Pirates' baseball game as a Host shall be guaranteed a minimum of four and one-half (4 1/2) hours of work if the employee reports for scheduled work and the gates open, provided that an employee who is only able to work a 3 1/2 hour shift may apply for a shorter work schedule and such employee will be scheduled to work in accordance with his seniority if work on such reduced schedule is deemed available by the Employer. An employee scheduled to work a Pirates' baseball game as a Greeter, Pool Event Staff or Ticket Seller shall be guaranteed a minimum of three (3) hours of work if the employee reports for scheduled work and the gates open. Unless a Greeter or Ticket Seller is required to work a longer shift, the pay for a baseball game shall be (3) hours. Ticket Sellers scheduled to work on a non-game day or non-event day and, who report to work on time, shall be guaranteed not less than four hours of work or pay.

3. The work of distributing promotional items to customers will be performed by Greeters. Employees who supply ("Suppliers") promotional items to the distributors will be paid as Greeters. Employees who distribute ("Distributors") the

promotional items to customers will be paid \$2.00 less than the rate applicable to Greeters. If a sufficient number of Greeters are not available to perform this work, the work may be assigned to any other person. Employees performing these functions will be guaranteed a minimum of three (3) hours work if they work.

4. In order to be assigned as a Ticket Seller, an employee must be able to proficiently perform the full range of ticketing functions which are necessary to fully service Guests, including ticket sales, ticket exchanges, searches of available seats, etc. The Employer may utilize job-related tests to test employee proficiency. If a Ticket Seller believes he or she needs additional training to be able to perform these functions proficiently, or fails the test, the Employer will provide up to four hours of training to the employee, provided the determination of proficiency based on job related testing cannot be grieved. Such training will be without pay and should be conducted during the off-season. A Ticket Seller who is proficient in the full range of ticketing functions will be paid the Ticket Seller rate of pay even if assigned to work a Will Call window. Current incumbents of the job of Ticket Seller who are unable to pass the job-related test may transfer to the bottom of the Pool Event Staff list.

5. The Employer may assign an employee, with the employee's consent, to the classification of Leader. A Leader will assist in the coordination of work within a classification and perform hands on work as needed within a classification. A Leader will not be responsible for issuing discipline but must advise supervision of problems which arise within the Leader's area of responsibility. For the duration of this Agreement, no more than seven employees will be assigned as Leaders for any game or event. Employees assigned as Leaders may be given a specific gate, section or ticket window assignment if the Employer determines that it is practical to do so. During the term of this Agreement the seven employees, who were being assigned as Leaders as of September 30, 2015, will continue to be assigned as Leaders, provided they satisfactorily perform the duties of the job. If one or more of these persons is no longer employed by the Employer during the term of this Agreement, any replacement for such person must be mutually agreed to between the Employer and the Union.

6. An employee scheduled to work a Pirates' baseball game will be paid \$9.00/hr. for four (4) hours if the employee reports to work and the game is cancelled 30 minutes or less prior to reporting time. If the game is cancelled after reporting time but before the gates open, the employee will be

paid \$9.00/hr. for four (4) hours. If the gates open and then the game is cancelled, the employee will receive the guaranteed amount set forth in Article XI, Section 2. An employee shall not be eligible for any pay under this paragraph if notification not to report was given at least 30 minutes prior to the time the employee is required to be available for work, including by announcement on the regular team radio network, by telephone call-in message or by any other available system.

7. An employee scheduled to work All Star events, playoff games, World Series games or concerts will receive time and a half pay.

ARTICLE XII - UNIFORMS

1. In order to be eligible to work, employees shall wear uniforms as prescribed by the Employer. Each year the Employer shall provide one identification/name tag, one cap, two shirts, one pair of pants, and one summer-weight jacket. The Employer may require that jackets be issued to employees at the beginning of the work assignment and returned after each event. If an employee terminates employment prior to July 1, the employee shall reimburse the Employer from his or her last paycheck for the cost of the shirts, pants and jacket. Employees shall provide solid black shoes and black socks or hose at their own expense. An employee shall not wear uniform items for personal use and shall maintain the uniform in good condition. The Employer will replace, on an exchange basis, uniform items which become worn out or damaged while at work.

ARTICLE XIII - STANDARD OF PERFORMANCE

1. Food, of variety and good quality, will be provided by the Employer prior to work time at the discounted price of \$3.00. Employees are prohibited from eating or drinking while at their work station or utilizing concession stands after the gates open. An employee may not leave his work station unless they have permission to do so from their supervisor. Hosts must walk each aisle of their designated area at least each half inning and as directed by supervision. During the course of the game, Hosts must address in a professional manner situations which may impact the Guest's enjoyment of the game, including preventing persons to enter or remaining in their area who do not have appropriate tickets. Further, Hosts must contact Guests who might have been injured by a bat or ball entering the stands, or by any other incident which occurs, to inquire if they need assistance.

While at their work station, the employee will not be permitted to sit, except that a Host may sit only during play in the bottom of the sixth inning, during play in the bottom of the eighth inning and during play in the bottom of each extra inning if any of the following seats are available for the Host to sit based on his or her game day assignment:

- if an aisle seat is available in the last row of the main concourse, Sections 1-32 and Sections 101-132, and bleacher seats in Sections 133-141, Sections 335-339;
- if an aisle seat is available directly at the entrance of the section for the Club Level, Sections 201-228, Sections 142-147, Sections 330-333; or,
- if an aisle seat is available in the first two rows of the upper concourse, Sections 301-329 and Section 235-238 bleacher seats.

provided that during such time the Host must continue to address Guests entering his assigned area to assure that they are properly ticketed and must continue to perform any other necessary job duties. In addition, a Host may sit down for not more than five minutes each half hour during a rain delay, provided that the Host must remain able to observe the assigned area and must continue to provide any necessary work during the rain delay.

ARTICLE XIV - MANDATORY TRAINING

1. All employees will be required to successfully complete any required instructional programs in order to be eligible to be placed on the work schedule, including the Customer Service Training sessions, which will be held both prior to Opening Day and during the course of the season. The Training Sessions shall be scheduled at least two weeks in advance. Employees will be paid at their regular hourly wage rates for attending a maximum of two Customer Service Training sessions per year.

ARTICLE XV - DRUG AND ALCOHOL POLICY

1. The negative impact of substance abuse on productivity, employee safety and employee health is well known. Therefore, the parties agree that Employer's substance abuse policy will be as follows:

2. The Employer will not test employees for drugs or alcohol, except as specified below.

3. The Employer may test in the following situations, provided that the Employer's failure to test in any situation will not be cited or used by the Union to claim that testing is improper in any other situation:

- a. For drug usage as part of a return to work examination for employees who have been off work during the season for 30 days or more if the circumstances of the absence provide a reasonable basis for testing.
- b. For drug and alcohol usage where there is reasonable suspicion of substance abuse. Reasonable suspicion is defined as alcohol on breath, abnormal behavior, impaired work performance, a work-related injury or accident, or other circumstances in which a reasonable person could conclude that an employee is under the influence of drugs or alcohol on company property.
- c. For drug and alcohol usage in accordance with treatment, counseling or disciplinary requirements.
- d. Drug or alcohol test results will be treated as confidential information and will only disclosed on a need- to-know basis.

4. Any employees who refuse to take a test where reasonable suspicion exists will be subject to immediate suspension pending discharge. Employees who test positive for substance abuse are subject to immediate suspension pending further discipline up to and including discharge. An employee whose test sample shows the presence of substance designed to adulterate their test sample will be suspended immediately pending discharge. Employees who work under the influence of alcohol, illegal drugs or prescription drugs that were not prescribed by the employee's doctor, at any detectable level, are subject to immediate suspension pending discharge.

5. If the Employer requires an employee to be tested, the Employer will transport the employee to a qualified testing facility, pay the cost of the initial test, and utilize a split sample test procedure with the employee having the right to a

test of the split sample at his own expense. If the split sample shows that the first test was a false positive, the Employer will reimburse the employee for the expense of having the split sample tested. The Union will be notified of any testing situation, provided testing shall not be delayed.

ARTICLE XVI - SEVERABILITY

1. In the event any of the terms or provisions of this Agreement shall become invalid or unenforceable by reason of any applicable federal or state law, directive order, rule or regulation now existing or hereinafter enacted or issued, or any decision of a court of last resort, such validity of unenforceability shall not affect or impair any other terms or provisions thereof.

ARTICLE XVII - BINDING CLAUSE

1. This Agreement is the full and complete understanding of all questions dealing with wages, hours, terms and conditions of employment of all of the issues between the parties. The Employer and the Union expressly agree that, during the term of this Agreement, there shall be no reopenings for collective bargaining negotiations or demand therefor as to any matter or issue not covered by the provisions of this Agreement or for the renegotiation of any provision of this Agreement. Any and all future Agreements which add to, delete, or in any way change this Agreement shall be in writing approved by the Union President and the Vice President-Operations in order to be valid in any future application of the terms of this Agreement.

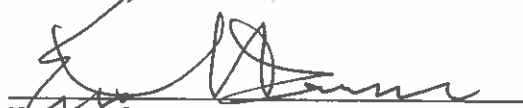
ARTICLE XVIII - DURATION

1. This Agreement shall become effective as of the date signed below and shall continue in full force and effect until 11:59 p.m. on February 1, 2026. Sixty (60) days prior to February 1, 2026 either party may, in writing, notify the other of its desire to continue, modify or terminate the within Agreement.

Within thirty (30) days following such notice, the parties shall meet for the purpose of negotiating the matters involved in the aforesaid notice.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 19th day of May, 2023.

Pittsburgh Stadium Independent
Employees Union



Name: ERIC L. DORMAN

Title:

President

Pittsburgh Associates



Name: Dennis DaPra

Title: Executive Vice President
& General Manager, PNC
Park/Facilities

P HUMAN RESOURCES

Full Time Employment Verification Form

Please use this form to provide verification of full-time employment with an employer other than the Pittsburgh Pirates. In order to qualify as the employee's full-time employer, prior to an absence the employee must have provided the Employer with written verification from his or her full-time employer confirming full-time employment on the form available from the Employer's Human Resources Department. This form may be returned to human.resources@pirates.com or your manager.

Pirates Employee Information:

Pirates Employee's Name: _____

Address: _____

Phone Number: _____

Full Time Employer Information:

Employer: _____

Address: _____

Phone Number: _____

Position Held by Pirates Employee: _____

Normal Full Time Work Schedule: _____

Verification of Full Time Employment:

The undersigned verifies that the Pirates Employee, whose information is set forth above, works as a full-time employee for the Full Time Employer as set forth above.

Signature: _____

Name (printed): _____

Position with Employer: _____

Phone Number: _____

Email Address: _____