

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**JAX CAFE**

**And**

**UNITE HERE UNION LOCAL 17 AFL-CIO**

**EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2021**

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This AGREEMENT made and entered into by and between Jax Cafe hereinafter referred to as "Employer", "Company", or "Management" and UNITE HERE Union Local 17 AFL-CIO, hereinafter referred to as the "Union".

#### WITNESSETH

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained to be duly kept and performed, the parties hereto do hereby mutually agree as follows:

#### ARTICLE 1 COVERAGE AND NO UNION DISCRIMINATION

1.1. No Union Discrimination. The Employer hereunder concedes the right of the employees to organize and/or affiliate with UNITE HERE Local No. 17 for the purpose of collective bargaining and shall not discriminate against any employee who is now or may later become so affiliated.

1.2. Coverage. The Employer agrees that the Union shall be the exclusive bargaining agent for all employees covered by this Agreement and working within the classifications set forth in the attached Schedule of Wages.

1.3. Copies of Agreement. In the best interest of good labor relations between the Employer and the Union, it is agreed that two (2) copies of the Agreement will be furnished to the Employer to be signed by the Union and the Employer, one (1) to be retained by the Employer and the other copy to be signed and returned to the Union office.

1.4. Respect and Dignity. Local 17 and the Employer recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The Union, the Employer and the Employees will work together to honor the principles of respect and dignity. The parties agree that the continued success and operation of this establishment is enhanced by mutual respect for one another's work.

#### ARTICLE 2 UNION RIGHTS

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

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

employment, become and remain members of the Union or pay fees in lieu thereof.

2.3. Check-off. The Employer shall check-off monthly Union dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct union dues or fees signed by the employee. Deductions for check-off shall be submitted to the Union by the tenth (10th) of each month. New applications will be sent to the Union with the monthly billings. The Union will defend and/or indemnify the Employer in connection with any claims by the employees for such deductions, if made in accordance with the Union instructions.

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

2.5. Electronic Authorizations. The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorizations by submitting to the Union a written application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

2.6. Employee Information. The Employer shall provide each month to the Union an updated electronic bargaining unit list of employees including name, address, telephone number (home and mobile), email address, work hours, classification, date of hire, and seniority date.

2.7. New Employee Orientation. It is in the interest of the Employer and the Union that all newly hired employees are informed of the rights, obligations, and benefits of their employment with the Employer. Accordingly, the Employer shall notify the Union and the Union Steward of all new employees immediately upon hire. Each newly hired bargaining unit employee shall be scheduled a time mutually agreeable to the parties for an orientation which shall be provided by the Union.

2.8. Employer Neutrality. The Employer will maintain a neutral approach to whether Employees join the Union. The Employer, including all its managers, supervisors, agents, and representatives, will not take any action nor make any statement that will directly or indirectly state or imply any opposition to employees joining the Union.

2.9. Union Posting and Newspaper Box. The Employer agrees to provide space for the posting of all Union communications, as well as space for placement of Union newspaper distribution boxes, in a conspicuous area frequented by employees.

2.10. Union Buttons. All members of the Union will be permitted to wear the Union working buttons at all times while on duty.

2.11. Union Visitation. Union representatives and officers shall be privileged to visit the premises of the Employer, generally designated break areas, at all reasonable hours for the transaction of official Union business. Union officers and business agents shall call ahead and notify management of their presence upon the premises and shall not interrupt employees while working.

### ARTICLE 3 MANAGEMENT RIGHTS

3.1. 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 establishment, except as expressly limited by the specific provisions of this Agreement and long-standing custom and past practice. 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 size and composition of its working force; 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 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 operations, and to otherwise generally manage the establishment, except as expressly restricted by the provisions of this Agreement.

### ARTICLE 4 EMPLOYEE WORK LIMITATIONS

4.1. Server's Work Limitations. No server shall be permitted to do janitor/maintenance work or Bar Assistant work in this establishment

### ARTICLE 5 NO STRIKE OR LOCKOUT

5.1. No Strike. During the term of this Agreement the Union agrees on behalf of itself and each of its members that there shall be no authorized strike of any kind and there shall be no sympathy strike, boycott, picketing, work stoppage, slowdown or any other type of organized interference, coercive or otherwise, with the Employer's business.

5.2. Union Not Held Liable. 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 requested to do so by the Employer.
- 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 this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to arbitration as provided in Article 12 hereof.

5.3. No Lockout. There shall be no lockout by the Employer.

## ARTICLE 6 PICKET LINE RECOGNITION

It shall not be considered a violation of this Agreement for any individual member of the Union, at her/his discretion, to refuse to cross a sanctioned picket line.

## ARTICLE 7 PAY AND GRATUITIES

7.1. Wages. Wages shall be paid in accordance with schedules covering wage scales as set forth in Appendix B. Wages shall be paid weekly or every two (2) weeks.

7.2. Minimum Rates - Merit Pay - Wage scales set forth in the Wage Addendum are minimum wage scales and the Employer, in consideration of merit or otherwise, may pay in excess of same. The Union shall be notified of such increases.

7.3. Over-scale Employees All over-scale or accelerated employees shall receive the same percentage or cents per hour increases for each year of the Agreement.

7.4. Combination Work. The Union shall be notified of any new job classification combination. All combination work will be paid for at the highest scale of wages for the work performed, except if such work is of a minor, incidental nature.

7.5. Business Costs. In accordance with applicable laws, employees shall not have unauthorized deductions made from their checks. All payroll deductions shall be clearly itemized on the employee's paycheck. The Employer shall disclose upon request all information relating to the employee's paycheck.

7.6. Gratuities. All gratuities shall be the sole property of the serving person or persons. The Employer shall not require employees to divide tips, nor shall an employee be required to pay the tipped service charge on credit cards.

7.7. Service Charge, Gratuity, or Direct Billing. All service charges due to employees shall be paid to them within 14 days of the event worked.

7.8. No Reduction. No employee shall suffer a reduction in wages or other direct cost item fringe benefits which are higher or more favorable than those specified in this Agreement or by past practice, except as may be specifically agreed to in the Collective Bargaining Agreement.

## ARTICLE 8 UNIFORMS AND MEALS

8.1. Uniforms. Upon hiring the Employer shall furnish uniforms, at no cost to employees, for all employees who are required to wear uniforms. Uniforms will consist of the following:

A. Female Server- 2 shirts, 1 apron, 1 skirt, 1 bow tie

B. Female Bartender- 2 shirts, 1 apron, 1 bow tie

C. Male Server, Bartender, Busser- 1 bow tie, 1 apron, and 2 shirts purchased by employee and reimburse at the cost of up to \$15.00 each.

\*All additional uniform needs will be purchased from the Employer at "cost". The Employer will issue a replacement uniform "set" at no cost, after two (2) years from date of hire or when necessary due to normal wear and tear.

\*\* The Employer shall have the right to require a deposit from bartenders and servers hired after December 15, 1987 on uniforms furnished in an amount not to exceed the value of the uniform, which shall be returned to the employee when the uniform is returned to the Employer. Except for bartenders and servers such uniforms shall be laundered and maintained at no cost to the employees.

8.2. Meals Furnished. Meals shall be provided without charge or wage reduction to all employees in the classifications of employment so designated in the attached Schedule of Wages.

Such employees shall be given one meal for each shift, including one (1) meal for each one-half (1/2) of a split shift. The Employer may offer an "Employee Only" menu.

8.3. Meal Period. Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. No employee shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this section.

8.4. Employee's Belongings. The Employer agrees to provide an area for safekeeping of employee's personal belongings.

8.5. Regular Rate of Pay. It is agreed that any meals, uniforms, rooms and/or laundering and maintenance of uniforms furnished by the Employer to an employee shall not be considered as part of the employee's regular rate of pay for overtime and wage computation purposes, within the meaning of Wage and Hour Laws, and that an employee's regular rate of pay is that rate reflected in the Schedule of Wages.

## ARTICLE 9 HOURS OF WORK AND OVERTIME

9.1. Standard Workweek. The normal workweek shall consist of forty (40) hours. However, a forty (40) hour work week is not guaranteed and the Employer may schedule employees for less than forty (40) hours per week. The full regular work hour schedule as established by management shall be offered in accordance with established seniority, provided the senior employee is qualified to perform the work. Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on the work schedule up to a forty (40) hour week. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees shall not be permitted to establish their own work schedules nor shall they be permitted to work overtime without the specific approval of their supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work. Servers may be scheduled to work 6 days a week by mutual agreement upon hire.

9.2. Overtime Pay. All Kitchen Staff shall receive overtime pay at one and one-half (1½) their regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours per day. All other employees shall receive overtime pay at one and one-half (1½) their regular straight-time hourly rate for all hours worked in excess of forty (40) hours per week.

9.3. Split Shifts. Split shifts shall be permitted only by mutual consent of the Employer and employee.

9.4. Work Schedules. Work schedules shall be posted by Wednesday in advance of the first day of the schedule.

9.5. Report-in Pay. An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of three (3) hours of work or pay in lieu thereof for the lunch shift and/or four (4) hours of work or pay in lieu thereof for the dinner shift. This provision shall not apply if the employee requests to leave work before working the specified or agreed to scheduled hours.

a) No employee shall be entitled to report-in pay or other pay if the lack of work is due to any strike, work stoppage, labor dispute, or to a fire, flood, act of God, or other such condition which is beyond the control of the Employer.

9.6. Replacements. Employees shall not be required to provide a replacement for themselves when ill.

9.7. Days Off. No employee shall be required to report in on their days off except by mutual agreement of the Employer and employee with the exception of specified mandatory meetings not to exceed four (4) in a calendar year and posted in advance in accordance with Article 9, Section 4.

9.8. Discontinuance of Business or Lay-Off. In the event it becomes necessary to close down or otherwise discontinue business or any part of the business, or lay-off employees on a temporary or permanent basis, the Employer shall give a minimum of one (1) week notice to the affected employee, except that this shall not apply if such action of the



Employer is due to an Act of God or a condition beyond the control or pre-knowledge of Employer. If the Employer shall fail to give the affected employee the minimum of one (1) week notice and no suitable alternate employment is provided, said employee shall receive one week's pay, or in case of lay-off, three (3) day's pay, in lieu thereof for all hours lost. Temporary, as used in this section, shall mean more than one (1) week.

## ARTICLE 10 SENIORITY

10.1. Definition. Seniority for full time employees shall mean continuous length of service with the Employer from the first day of work in the classifications covered by this Agreement.

10.2. Full Time Employees. Regular Full-time employees are employees who have completed their probationary period and are available to work a minimum of eight (8) shifts a week.

10.3. Part Time Employees. Defined as those who are not available for Full Time status. Part-time employees are scheduled after all Full-Time employees and may or may not have regularly scheduled days or shifts and will be schedule according to business needs. Part-time employees shall qualify for wage, meal, and uniform benefits only. Part-time Employees wishing to become Full Time shall have the first opportunity as openings occur.

10.3. Casual or On-call Employees.

Defined as those who are not available for Full Time/Part-time status. On-call employees are scheduled on an on-call, intermittent basis and will be scheduled according to business needs. On-call employees shall qualify for wage, meal, and uniform benefits only. On-calls wishing to become Full Time shall have the opportunity after Part-time Employees as openings occur. A separate list of on- calls shall be kept, but those with more availability shall have priority in scheduling.

10.4. Same Start Date. In the event two (2) or more employees begin work on the same day, a numerical suffix will be attached to the seniority data of such employees based on the last four digits of the employee's social security number. The employee with the lowest four digit number shall be deemed the most senior.

10.5. Probationary Period - New Employees. Any new employee shall be employed on a sixty (60) calendar day trial or probationary basis, during which time she/he may be discharged without recourse; provided, however, that this probationary period will be automatically extended an additional thirty (30) days after written notice to the Union and the employee of such extension and the reason therefore. After the trial period, the employee shall be placed on the seniority list and her/his seniority shall then date from the first day of her/his current period of employment.

10.6. Probationary Period - Change Classification. An employee who moves to a new classification shall serve a thirty (30) working day probationary period. During the probationary period, the Employer may return the employee to their previously held classification, room and schedule for inability to perform the duties of the new job, or the

employee may elect to return to their previously held classification, room and schedule. Employees so returning to previous work shall suffer no loss of seniority.

10.7. Uses of Seniority. The Employer and the Union agree to recognize seniority in the following areas; however, ability to perform the required work shall be the determining factor.

- a) Lay-off and recall according to employee's length of service of their respective job classification;
- b) Scheduling vacations;
- c) Offering and/or requiring overtime, except that servers will be allowed to complete guest service in their respective station;
- d) Filling job openings;
- e) Preference of holidays; provided employees regularly scheduled to work the day on which a holiday falls may not be involuntarily bumped out of their shift;
- f) Scheduling of the workweek and shifts;
- g) Promotion or transfer to different classification job opening using overall house seniority.

10.8. Full Work Week. Upon request, any employee scheduled less than five (5) days per week may exercise their seniority for additional days of work when additional shifts become vacated. The full regular work hour schedule shall be offered in accordance with their established seniority.

10.9. No Reduction in Hours. Employees' hours shall not be involuntarily reduced in order to create new or additional shifts. Employees' hours may only be involuntarily reduced on the basis of seniority due to lack of business.

10.10. Scheduling to Avoid Health Contributions. The Employer shall not hire or schedule employees in order to avoid paying the maximum Health and Welfare Contribution.

10.11. Lay-offs and Recalls. During lay-offs or reductions in hours, the employee with the least seniority in the job classification affected shall be laid off or have reduced hours first. When the working force is again increased, employees on lay-off or reduced hours shall be recalled in the order of their job classification seniority, unless circumstances have occurred during the lay-off which make them disqualified. Ability to perform the work available shall be a determining factor in following the principle that the last employee laid off will be the first employee rehired.

10.12. Notice of Recall. When employees are notified at the time of lay-off when they are to report back to work, they will promptly report at such time without further notice. When employees are laid off less than fourteen (14) days and are not notified at the time of lay-off when to report back to work, they shall be given three (3) days notice of when to report back to work. If the lay-off period extends fourteen (14) days or more, the employee shall

be given seven (7) days notice of the time to report back to work. Notice of report back to work shall be given by a certified letter to the address furnished to the Employer by the employee. While waiting for an employee to report back to work, the Employer may utilize any other available person to perform the work.

10.13. Bumping. Bumping shall not be permitted except in cases of lay off or reduced hours.

10.14. Classification Seniority. Employees changing classification shall begin their seniority for scheduling on the day of entry into the new classification. During lay offs or reductions in hours within a classification, employees may exercise any accrued seniority in their prior classification to revert to the classification from which they were last transferred.

10.15. Loss of Seniority. The term "continuous service", wherever used in this Agreement, is the period of time that begins with the employee's most recent date of hire. If such service is broken by any of the reasons listed below, continuous service shall commence with the employee's most recent hiring date. An employee's seniority shall be broken if she/he:

- a) Voluntarily quits; or
- b) Is discharged for just cause; or
- c) Has been laid off for a period of one (1) year; or
- d) Fails to return from an approved leave of absence; or
- e) Takes a leave of absence to accept gainful employment elsewhere; or
- f) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence; or
- g) Is absent beyond the leave of absence period granted due to an illness or disability except in case of injury on the job for which workers' compensation benefits are being paid.
- h) Terminates employment from the regular schedule and works on an intermittent call-basis only.

10.16. Job Posting. The Employer agrees to post all job openings. Any employee may apply for a job opening, but employees working within the classification with the opening will be offered the position before employees from other classifications.

10.17. Seniority List. The Employer shall furnish an accurate seniority list to the Union within ten (10) days of the date such request is made by the Union. A seniority list will be posted by the time clock and updated quarterly.

## ARTICLE 11 GUEST SEATING

11.1. Guest Seating. All guest parties shall be seated in a rotation order so as to ensure a fair distribution of the workload, consistent with guest preference and table availability. A violation of this section shall not be grievable until the Union has sent a warning letter to the Employer citing several instances of abuse of this section, reciting the date, time and circumstances of such abuse. If, after the warning letter, such abuses continue, the Union

may invoke the grievance and arbitration procedures to correct the problem.

## ARTICLE 12 GRIEVANCE PROCEDURE

12.1. Grievance Procedure. If any difference of opinion or dispute arises between the parties to this contract concerning the performance of an obligation under the terms and provisions of this Agreement, an attempt will be made to resolve it under the following grievance procedure:

a) Step 1. The aggrieved employee shall first discuss the dispute with her/his immediate supervisor.

b) Step 2. If no satisfactory resolution to the grievance is reached in Step 1, the Union shall, within fourteen (14) days of the employee's knowledge of the facts giving rise to the grievance, file a written grievance with the authorized representative of the Employer. The written grievance shall indicate the contract provision(s) violated and the name of the employee(s). Either party may request a meeting at the time of or subsequent to the filing of the written grievance, but the meeting shall take place within ten (10) days of the filing of the written grievance.

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

d) Step 4. If the grievance is not resolved under Step 3 above, the Union or the Employer may request that such grievance be submitted to a joint grievance committee consisting of 3 representatives designated by the Employer plus 1 alternate, and 3 representatives designated by the Union plus 1 alternate. Either party may reject the request and proceed immediately to arbitration under Article 13. If Step 4 herein is utilized by the parties, the matter will be heard by the joint grievance committee within ten (10) days following receipt of the request, unless an extension of such time limit is mutually agreed to between the parties and confirmed in writing. The decision of the joint grievance committee shall be binding on both parties. Either party shall be free to proceed with arbitration under Article 12 in the event of a deadlock vote by the committee.

12.2. Working Conditions While Processing Grievance. During the processing of any grievance through the Grievance Procedure, the employees concerned unless suspended or discharged by the Company, will continue to work under the conditions which gave rise to the grievance.

12.3. Time Limits. Any grievance not appealed to the succeeding step within the time limits specified in this Article shall be deemed abandoned and not entitled to consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced. The time limits of the Grievance Procedure can be mutually extended, in writing, by the parties.

12.4. Employer/Union Grievances. It is agreed and understood that either the Employer or

the Union may file grievances under this Article beginning with Step 2 above and proceeding through arbitration. The time limits contained in this Article 12 and Article 13 shall be applicable.

### ARTICLE 13 ARBITRATION PROCEDURE

13.1. Request for Arbitration Time Limits. A grievance will be subject to arbitration only if it is processed through the grievance procedure as outlined herein. Request for arbitration must be in writing, and must be submitted to the other party within fourteen (14) days from the date of the Employer's written decision in Step 3 of the Grievance Procedure.

13.2. Selection of Arbitrator. The parties will select an Arbitrator according to the following procedures:

a) Selection. If the Company and the Union are unable to promptly agree upon an Impartial Arbitrator, the parties shall request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Impartial Arbitrator will then be selected by the parties alternately striking off names from the list until one (1) remains. The selection of the Arbitrator shall be made within fifteen (15) days after the receipt of the list of Arbitrators.

b) Final and Binding Decision. The decision of the Arbitrator will be in writing and will be final and binding on the Company, the Union and the employee.

c) Expenses. Each party shall pay its own expenses incurred in arbitration, including fees and expenses of the Arbitrator which will be borne equally by the Company and the Union.

d) Time Limits. In the case of a grievance involving loss of time or wages, the Arbitrator or the Arbitration Board may order reinstatement and/or back wages in an amount not to exceed the amount actually lost by the aggrieved party, less income gained from other employment. Wages within the meaning of this Article shall mean all income lost by the employee due to the violation of the Agreement.

e) Limitation of Arbitrator. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or sections of this Agreement. Her/his decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute her/his judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

### ARTICLE 14 DISCIPLINE AND DISCHARGE

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

- a) Verbal warning;
- b) Written warning;

- c) Suspension;
- d) Discharge

Provided, however, in the case of dishonesty, drunkenness on duty or an equally serious violation of the Employer's rules the preceding progressive discipline need not apply.

14.2. Written Notices. Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file, shall be read and offered for signature by the employee. If signed, such signatures shall in no way be an admission of wrongdoing on the part of the employee. Written warnings **MUST BE SIGNED** to acknowledge that warning was received by employee. A copy of such reprimands and/or notices shall be given to the employee and the Union.

14.3. Suspension and Discharge. All suspensions and discharge will be in written form and copies will be mailed/faxed/mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted.

14.4. Warning Notices - Cancellation - Warning notices shall not be used as a basis for discipline after a period of fifteen (15) months provided there have been no other written notices of a similar nature.

14.5. Disciplinary Meetings. In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union steward and/or Union Representative present.

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

14.7. Posting of Rules. All rules shall be conspicuously posted by time clocks or on employee bulletin boards. The Employer's rules shall not conflict with this Agreement.

## ARTICLE 15 LEAVES OF ABSENCE

15.1. Leaves for Personal Reasons. The Employer may grant an employee a leave of absence without pay for good and sufficient cause. All such leaves beyond one week, if granted, shall be in writing and copies shall be mailed to the Union. Seniority will not accrue during personal leaves.

15.2. Leaves for Injury and Sickness. Any regular payroll employee who becomes ill and presents satisfactory proof of such illness to the Employer, shall be granted sick leave automatically for a period of up to six (6) months. Such sick leave shall be extended for an additional six (6) months upon medical verification by a doctor's statement presented to the Employer. The Employer may, at his or her expense, request and provide for a medical examination of the employee to determine if such sick leave is warranted. Employees who are out sick more than 8 days in a year without medical documentation will have each additional day deducted against vacation pay.

In the case of compensable (Worker's Compensation) injury or illness, a leave of absence will be granted automatically for the full period of temporary disability. Such automatic leave of absence will be terminated automatically when the employee is capable of returning to work. Seniority will continue to accrue during all approved leaves.

a) Return Reinstatement Time. The employee shall notify the Employer when she/he is ready to return to work after the period of absence and the Employer will have up to fourteen (14) days after such notification in which to reinstate the employee.

15.3. Pregnancy/Child Birth Related Disability. A pregnant employee may continue to work after the pregnancy begins for such time as the pregnancy does not interfere with her capacity to perform fully all of the duties of her job. The Employer may require such pregnant employee to furnish a written statement from her physician stating how long during the period of pregnancy she may be allowed to work without endangering her health or that of the unborn child. Pregnancy or child birth related disability shall be treated the same as any other injury, sickness or disability pursuant to Section 15.2 of this Article. Seniority will continue to accrue during all approved leaves.

15.4. Military Leave. A regular employee who enters the Armed Forces of the United States shall have the right to reinstatement to his/her former position as may be required by law.

15.5. Child Care Leave. An employee shall be granted an unpaid child care leave of absence of up to three (3) months in connection with the birth or adoption of her/his child. The employee shall notify the Employer of such intent three (3) months prior to the leave. Leave of absence time will not be credited for vacation purposes. Seniority will continue to accrue during such leave. Upon return from leave, the employee will be returned to her/his former job, but will not be guaranteed return to the same shift if it is no longer available.

15.6. Family and Medical Leave. Eligible employees may be entitled to up to twelve (12) unpaid work weeks of leave during any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA). Family and Medical Leave shall not be in addition to other leave time off under this Agreement. Employees must apply, provide all required documentation and qualify in order to receive Family and Medical Leave. Eligible employees shall have their health benefits continued for the duration of their Family and Medical Leave under the conditions coverage which would have been provided if they had continued employment during this period. If an employee fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the employee's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

15.7. Return from Leave. Employees returning from an authorized leave of absence, as designated in this Article, shall return to their previously held job classification and schedule (hours, days and room), provided the job has not been abolished and the employee remains qualified. In the event the schedule has been abolished and cannot be reestablished, employees may bump into any schedule commensurate with their accrued seniority.

15.8. Coordination with Applicable Laws - The parties to this Agreement agree that the provisions of this entire Article shall be administered so as not to conflict with applicable federal or state laws governing leaves of absence. Where applicable, leaves of absence granted under this Article may run concurrently with any applicable leave rights the employee may have under the Family and Medical Leave Act. Where the provisions of this Agreement are more favorable to the employee than those provided under law, the terms of this Agreement shall prevail.

## ARTICLE 16 JURY DUTY PAY

16.1. Jury Duty. All regular employees who shall be required to serve on any municipal, county, or federal jury (not grand jury) shall be given a leave of absence for the period during which they are required to serve on any such jury. During the period of such jury duty, employees shall be paid the difference between their jury pay and the amount they would otherwise have earned during straight time hours of available employment at their regular straight time hourly rate of pay, subject to the following conditions:

- a) Available for Work. Employees must be available for work on their regular work day immediately preceding and the regular work day immediately following the period of jury duty.
- b) Notice to the Employer. Employees must notify their designated supervisor prior to the commencement of jury service and, if the period of service is for longer than one week, they shall be required to report by telephone to their supervisor at the end of each week of jury duty.
- c) Jury Service of Half-Day. In the event that time required for jury duty on any regularly scheduled work day during the period of jury service is a half-day or less, and the employee is excused from further jury service on that day, the employee must immediately make themselves available for work for the balance of said day, unless specifically excused by their supervisor.
- d) Evidence of Jury Duty Pay. After completing the period of jury service, employees will be required to submit evidence of the amount of their jury duty pay. Pay adjustments will then be authorized according to this stated policy.
- e) Jury Duty Expenses. Allowance for travel time or other expense allowance given employees in connection with jury service shall not be considered jury duty pay in determining wages due employees on the basis of the foregoing.

## ARTICLE 17 FUNERAL PAY

17.1. Funeral Pay. Employees shall automatically be given a leave of absence to attend burial services and assist in making funeral arrangements in the event of death in their immediate family, and they shall be paid wages for time actually lost due to such absence



according to the following conditions, limitations and eligibility:

- a) Probationary Period Completed. Employees must have completed their probationary period of employment in order to qualify for funeral pay.
- b) Paid Days. If the funeral is within 250 miles of Minneapolis, pay for time lost shall be for a maximum period of two (2) days, immediately prior to or including the day of the funeral. If the funeral is more than 250 miles from Minneapolis, pay for time lost shall be for a maximum of three (3) such days.
- c) Straight Time Pay. Only straight time hours of employment regularly scheduled by the Employer and actually lost by the employee shall be paid for at employee's straight time hourly rate of pay.
- d) Immediate Family. The employee's immediate family shall include only spouse, son, daughter, mother, father, brother, sister, mother and father-in-law, grandparents, grandchild and domestic partner.
- e) Must Attend Funeral. Employees must attend the funeral in order to be eligible for funeral pay or an automatic leave of absence.
- f) Notify Management. Employees must report the need for such absence at the earliest possible time.

## ARTICLE 18 HOLIDAYS

18.1. Holidays Observed. The following shall be observed as holidays:

*New Year's Day	Labor Day
*Thanksgiving Day	Christmas Day
Memorial Day	Independence Day

18.2. Holidays Worked. All employees who work on a holiday shall be paid twice their regular rate of pay for the number of hours actually worked on the holiday.

\* Thanksgiving Day and New Year's Day will only be paid Holidays if Jax is closed on those days.

18.3. Computation of Overtime. All employees who work on a holiday shall be paid twice their regular rate of pay for the number of hours actually worked on the holiday. Holiday pay shall not be considered hours worked for computation of weekly overtime, however, employers shall not schedule employees to work an extra day in the week in which a holiday falls without the employee's consent.

18.4. When an Employer is closed on a holiday which falls on a full time employee's regular work day, such employee shall be given the opportunity to make up the lost shift at straight time pay on the basis of seniority, as shifts become available. When an Employer is open on a holiday, employees scheduled to work may exercise their seniority to not work the holiday, provided they give the Employer two (2) weeks' notice prior to the

holiday.

ARTICLE 19  
PAID TIME OFF

19.1. Amount of Paid Time Off. All employees who have at least one (1) full year of continuous service shall be entitled to a paid time off on the following basis: (employees with less than one (1) full year refer to section 19.2).

<u>Continuous Service</u>	<u>Paid Time Off</u>
Two (2) Years –Five (5) Years	Seven (7) Days
Five (5) or more Years	Fourteen (14) Days

\*Effective October 1, 2012 employees who currently have 3 or 4 weeks vacation will be “Grandfathered” with those weeks.

\*\*Effective August 15, 2019 Current employees who have achieved more than two weeks from previous contracts will maintain that eligibility.

19.2. Sick and Safe Time. Sick and Safe Time will be earned in accordance with applicable Minneapolis city ordinance.

19.3. Less Than One Year. If an employee terminates employment before completion of one (1) year, no PTO benefit will be paid.

19.3. Computation of PTO Pay. PTO pay will be based on the average number of hours worked per week, including paid time off, over the previous twelve (12) months.

19.4. Terminated Employees. Employees who are discharged by the Employer for any reason shall be entitled to all unpaid PTO benefits they have accrued. Such PTO benefits shall be calculated in accordance with section 15.1 above. However, employees voluntarily terminating employment must notify the Employer one (1) week prior to such termination or forfeit up to three (3) days of pro-rated PTO pay. Employees shall receive their PTO pay immediately upon severance of employment.

19.5. Time Off Period. To the extent business requirements permit, employee requests for specific period in which to take PTO will be honored. Furthermore, the most senior employees shall have preference as to the time they take their PTO so far as the efficient operation of the business will permit. Where more than one (1) employee in a job classification requests their PTO at the same time, PTO periods will be assigned according to seniority. Employer and the employee may mutually agree upon time of PTO period. The Employer shall respond, in writing, to all PTO requests within one (1) week of such request.

The Employer reserves the right to schedule PTO so that they will not interfere with business operations, but employees shall be entitled to take their PTO not later than six (6) months after they have qualified for it. PTO is not cumulative and must be taken within the PTO period established by the Employer. This section shall not be construed to reduce PTO benefits established by past practices.

Each year all qualifying employees shall submit their PTO request to Management by Jan 20. Such requests will be considered first for approval based on seniority. All requests submitted after Jan 20 will be considered for approval as they are received but will not "bump" any request received submitted by Jan 20.

19.6. No PTO Change. Employees shall not be required to return to work during their PTO for any reason and once a request for PTO has been approved by the Employer, the PTO dates shall not be changed except by mutual consent of the Employer and the employee.

## ARTICLE 20 STATE AND FEDERAL LAW AND SAVINGS

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

## ARTICLE 21 MEDICAL EXAMINATION

The Employer may, at his or her expense, require and provide for periodic physical and medical examination of employees and may lay off and release such employees as are unable to satisfactorily pass such tests. If the Union so requests, the Employer shall furnish a certificate of the physician as to the facts involved, and the Union reserves the right to re-examination of said employees by their own physician.

## ARTICLE 22 HEALTH, LIFE, DISABILITY AND DENTAL INSURANCE

22.01 Employer Contributions: Effective June 1, 2019, the Employer under this Agreement agrees to remit not later than the twentieth (20<sup>th</sup>) day of the month following the preceding work month to the Local 17 Hospitality Trust Fund ("the Fund"), in order to provide benefits under the Fund, a total contribution of \$540.00, or any subsequent monthly contribution established by the Trustees of the Fund, on behalf of all employees who have completed and maintained the eligibility requirements established in 22.03 of this Article.

At the time of hire or re-hire, Employees must choose whether to accept or reject the above listed insurance benefits. The Employer shall provide to each new (and returning) employee an Enrollment Card on which THE EMPLOYEE SHALL STATE THE CHOICE OF ACCEPTING OR REJECTING THE BENEFITS. If there is no completed Enrollment Card for a particular Employee, then the parties hereto agree that the Employee has chosen to accept the benefits, and the Employer agrees to submit corresponding contributions to the Fund. In order that the Fund may make a determination on Employee eligibility, the Employer agrees to provide the Fund with all hours paid on all Employees from first hour worked by all Employees.

The parties hereto agree that the Fund's Board of Trustees reserves the right to establish and adjust contribution rates required by Participating Employers in order to maintain the reserves

necessary to assure the Fund's viability. If there is a contribution rate adjustment, then the Employer to pay 80% of any monthly contribution increase and the Employees shall pay 20% or any monthly contribution increase.

22.02 – Employee Contributions: Effective June 1, 2019, Employees covered under the Plan must pay the percentage of the total monthly premium (\$540.00) as shown above (or any subsequent amount as required by the Trustees of the Plan), through authorized payroll deduction. Employees not having sufficient funds on their paychecks to cover this cost must pay the Employer the required amount for submission by the Employer to the Fund along with the Employer contributions. Employees not providing the Employer with their portion of the contribution as required will be dropped from the Plan and not eligible to participate until the next open enrollment period. The responsibility for providing the required co-payment to the Employer for submission to the Fund lies with the Employee. Employees will not be billed or given notification of insufficient funds on their paychecks. Neither the Fund nor the Employer assumes any responsibility for benefits or for claims made by any Employee who fails to make the necessary co-payment to maintain their benefits. Employees dropped from the Plan by failure to pay are not eligible for COBRA. The Employer shall not be obligated to make contributions on any Employee who fails to submit the required co-payment.

<u>YEARS OF SERVICE</u>	<u>EMPLOYEE SHARE</u>	<u>EMPLOYER SHARE</u>
0-5 years	40%	60%
6-7 years	35%	65%
8+ years	30%	70%

22.03 Eligibility. Employees who are fully trained and available to work all shifts are eligible for Fund benefits after they have worked three (3) consecutive months with 75 hours or more per month. The Employee must designate on the Enrollment Card at the time of hire their option of accepting or rejecting benefits. Eligibility is maintained by working 75 hours per month or more each month thereafter.

The Employer agrees to pay the contribution amount in the fourth (4<sup>th</sup>) month following the Employee's third work month of 75 hours or more, as stated in Section 22.01. When payment is received in the fourth month (4<sup>th</sup>), then the Employee's coverage will begin in the fifth (5<sup>th</sup>) month.

Vacation and Holiday towards Eligibility: Vacation, holiday or other time off for which payment is actually made to the Employee shall be considered as hours worked for the purpose of maintaining medical and dental eligibility.

22.04 Employer Deductions. The Employer agrees to deduct the appropriate amount from the paycheck of any Employee who authorizes such deduction in writing to provide payment to the Fund for the Employee's contribution under either section 22.02 or section 22.05.

22.05 Self-Pay. All eligible Employees, as determined by section 22.03 above, who fall below the required hours for Health and Welfare coverage or who terminate their employment shall be permitted to submit to the Fund self-payments for up to the amount of time required under the Comprehensive Omnibus Budget Reconciliation Act of 1986 ("COBRA"). When applicable, the Employer agrees to deduct the Employee's COBRA from the paycheck of the Employees.

22.06 Dependent Care Reimbursement. Employees covered under the benefits of the Trust Fund are eligible for the "dependent reimbursement" established by the Trustees by making application to the Trust Fund.

22.07 Trustees. The Fund is administered by six (6) Trustees, three (3) Trustees to be selected by the Employers and three (3) to be selected by the Union. The Employer adopts the Fund's Agreement and Declaration of Trust as of October 24, 1952, as revised and amended.

22.08 Collection of Delinquent Contributions.

- (a) The provisions of the Fund's Agreement and Declaration of Trust, as amended, are expressly incorporated herein and the Employer signatory to this agreement agrees to be bound by the provisions of said Trust agreement. The Employer further agrees to all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund pursuant to said Trust Agreement and all of the actions of the trustees in administering such trust in accordance with the Trust Agreement and rules adopted.
- (b) The Employer hereby accepts as Employer trustees the present Employer trustees appointed under said Trust Agreement and all such past or succeeding Employer trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union trustees appointed under said Trust Agreement and all such past or succeeding trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
- (c) The payments required by this Article shall be made not later than the 20<sup>th</sup> day of the month following the month in which the Employee worked.
- (d) In the event that an Employer fails or refuses to submit the contributions required by this Article, the Fund may bring an action in either federal or state court seeking legal and/or equitable relief. In any such action, the Trust Fund shall be entitled to recover from the Employer the following:
  - 1) The principal amount of the Employer's delinquency;
  - 2) The attorney fees and costs incurred by the Fund in collecting the contributions;
  - 3) Such other legal or equitable relief as the court deems appropriate.
- (e) In bringing an action to collect contributions required by this Article, the Fund shall not be obligated to exhaust any contractual remedies such as the grievance procedures set forth in this Collective Bargaining Agreement.
- (f) In determining whether the Employers signatory to this Agreement are properly reporting and remitting payment in accordance with the provisions of this Article, the Fund is hereby authorized to examine the payroll and such other pertinent records of the Employer as the Fund deems necessary. In conducting such an examination, the Fund is authorized to review the payroll and other pertinent records of all bargaining unit Employees.

- (g) If any Employee's entitlement to the benefits provided by the Fund is suspended by virtue of a signatory Employer's failure to pay the contributions required by this Article, the Employer shall be directly liable to the Employee for the benefits to which the Employee would otherwise have been entitled.

ARTICLE 23  
SUCCESSORS AND ASSIGNS

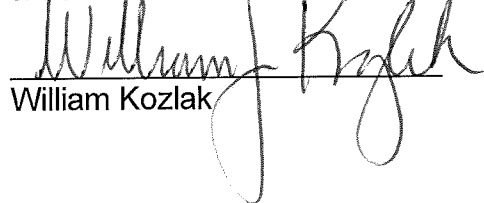
In the event the Employer decides to sell, sublet or assign the business, it will provide the Union with advance written notice and meet with the Union, upon request, to discuss the effects of that decision on the bargaining unit employees.

ARTICLE 24  
TERM OF AGREEMENT

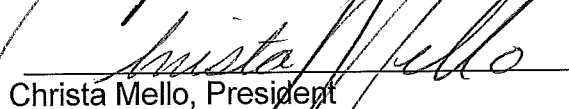
This Agreement shall remain in full force and effect from the 1st day of July, 2018 through June 30, 2021, and shall automatically renew itself from year to year unless notice in writing is given by either party to the other party sixty (60) days prior to the anniversary date that the said party desires to make a change in the terms and provisions of the Agreement.

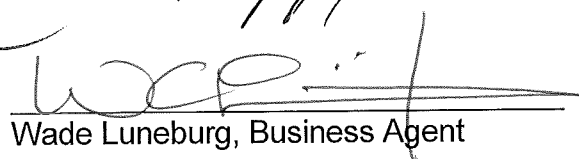
IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 8 day of NOVEMBER, 2019.

JAX CAFE:

  
William Kozlak

UNITE HERE LOCAL 17 AFL-CIO:

  
Christa Mello, President

  
Wade Luneburg, Business Agent

APPENDIX "A"

SENIORITY CLASSIFICATIONS

Bartender  
Cooks  
Pantry  
Laundry  
Dishwasher  
Busperson  
Server  
Banquet Captain  
Host/Hostess

## **APPENDIX B**

### **WAGE SCHEDULE**

<b>MINIMUM WAGE RATES BY CLASSIFICATION</b>		
<b>Classification</b>	<b>07/01/2019</b>	<b>07/01/2020</b>
<b>Front of House</b>		
<b>Bartenders</b>	<b>7.3%</b>	<b>6.8%</b>
Start	11.00	11.75
<b>Busperson</b>	<b>7.3%</b>	<b>6.8%</b>
Start	11.00	11.75
<b>Servers</b>	<b>7.3%</b>	<b>6.8%</b>
Start	11.00	11.75
<b>Banquet Captain</b>	<b>6.7%</b>	<b>6.3%</b>
Start (\$1 over Min Wage)	12.00	12.75
<b>Host / Hostess</b>	<b>6.7%</b>	<b>6.3%</b>
Start (\$1 over Min Wage)	12.00	12.75
<b>Back of House</b>		
<b>Cooks</b>	<b>5.0%</b>	<b>4.0%</b>
Start	15.75	16.38
12 Months	16.14	16.71
24 Months	16.63	17.13
36 Months	17.65	17.75
<b>Pantry</b>	<b>5.0%</b>	<b>4.0%</b>
Start	12.60	13.10
12 Months	12.98	13.49
24 Months	13.43	13.93
36 Months	14.20	14.50
<b>Dishwasher / Prep</b>	<b>5.0%</b>	<b>4.0%</b>
Start	11.29	11.74
12 Months	11.63	12.09
24 Months	12.09	12.58
36 Months	12.95	13.45

\*\* All employees shall receive an additional \$1.00 per hour for all hours spent training.

## **APPENDIX "C"**

### **HEALTH, LIFE, DISABILITY AND DENTAL INSURANCE**

Below you will find an explanation of the current benefits provided by the Board of Trustees effective October 1, 2010, but subject to change by Trustee action during the term of this Agreement.

Health Benefits – For those who elect coverage, medical care and vision care is currently provided for by Health Partners. Prescription drugs are being provided by Prime Therapeutics. The Board of Trustees reserves the right to change or discontinue service with the preferred provider organizations.

Dental – Dental care is provided through an insurance contract with Delta Dental of Minnesota.

Weekly Disability Pay. - For those who elect coverage, a weekly disability benefit will be provided for up to 13 weeks. This is subject to a seven (7) day waiting period for an illness and two (2) days for an accident.

Life Insurance Benefits. - A Group Life plus an additional Accidental Death and Dismemberment Policy is provided for those who elect coverage.

Dependent Reimbursement – For those who elect coverage, a monthly dependent reimbursement will be provided by the Fund.

A description of your benefits is found in a separate document called the Summary Plan Description. The Summary Plan Description is available through the Plan's Administrator at the following address:

Local 17 Hospitality Benefit Fund  
Wilson McShane  
3001 Metro Drive  
Minneapolis, Minnesota 55425  
(952) 854-0795

**EMPLOYEES REJECTING COVERAGE WILL HAVE NO COVERAGE**



# **APPENDIX D**

## **EMPLOYER RESPONSIBILITY HEALTH AND WELFARE**

No employee covered by this Agreement shall suffer any loss of benefits provided for under the operation of this Agreement by reason of her/his Employer's failure to obtain insurance coverage as it is intended by the parties hereto to perform its obligations under this Agreement. The undersigned Employer shall be primarily liable and responsible for the contribution levels set forth in this Agreement, as negotiated between representatives of the parties.

In the event that an employee working under the jurisdiction of this Agreement is rendered ineligible to receive benefits by virtue of the Employer's failure to pay the contribution required herein, the Employer shall be liable and responsible for any claim for benefits to which the employee would otherwise have been entitled.

The Employer reserves the right to place the Health and Welfare coverage elsewhere, provided that benefit levels are not reduced and the cost to the employee is no greater than bargained under this Agreement.

Any violation of this Article shall constitute an unfair labor practice and give to the Union the right to immediately take whatever economic action that it may desire to take without the necessity of the filing of any notice of an intention to strike or conciliate with any governmental agency.

The Board of Trustees shall have the right at any time to have a representative of it check the payroll, social security, withholding, unemployment and worker's compensation payment records of the Employer to determine whether such Employer is in compliance with the terms and provisions of this Article.