COLLECTIVE BARGAINING AGREEMENT
between
DELAWARE NORTH
and
UNITE HERE LOCAL NO. 17, AFL-CIO
at the
MINNEAPOLIS / ST. PAUL INTERNATIONAL AIRPORT

Dates:
October 19, 2018
Through
April 30, 2021
THIS AGREEMENT is between Delaware North at the Minneapolis/St. Paul International Airport (hereinafter referred to as the "Employer" or the "Company") and UNITE HERE Local No. 17 AFL-CIO (hereinafter referred to as the "Union"). This Agreement supersedes and makes null and void any previous Agreement between the "Employer" and the "Union". For purposes of brevity, reference to specific gender shall be construed to refer equally to the other gender.

NOW, THEREFORE, in consideration of the mutual terms, promises, covenants and conditions herein contained, it is agreed as follows:

ARTICLE 1
PURPOSE AND COVERAGE

1. **Coverage** - The Employer recognizes the Union as the exclusive bargaining agent for all food and beverage employees listed in Schedule "A" working for the employer at the MSP International Airport, St. Paul, Minnesota (a.k.a. the Minneapolis-St. Paul International Airport) excluding all office clerical, retail, merchandise warehouse employees, managers, assistant managers and all other supervisory employees.

2. **Purpose** - It is the desire of the parties hereto to enter into a collective agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties.

3. **Cooperation** - Both parties mutually pledge that they will cooperate with each other in good faith in the enforcement of the terms of this Agreement so as to secure uninterrupted operation of the business of the Employer in rendering service to the general public and continuous employment of the employees and general stabilization.

4. **Respect & Dignity** - The Union and the Employer recognize that all employees in the hospitality industry are professional, deserving of the highest respect. The Employees, the Union and the Employer will work together to honor the principles of respect and dignity for all employees, both union and non-union. The Parties agree that the continued success of this business is dependent upon their mutual respect for one another's work. All discussions between management and employees shall be conducted in a professional manner to avoid embarrassment or ridicule.
ARTICLE 2
UNION RIGHTS AND OBLIGATIONS

1. Recognition - The Employer recognizes the Union as the sole collective bargaining agent for food and beverage employees listed in Schedule "A" and covered by this Agreement and the Union agrees that the employees shall work for the Employer upon the terms and conditions set forth in this Agreement.

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

3. Check-off - The Employer shall check off uniform monthly Union dues and initiation fees and/or other standard fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct dues or fees, signed by the employee. Deductions for check off shall be submitted to the Union, UNITE HERE Local 17, 312 Central Ave. SE, Mpls, MN 55414 by the tenth (10th) of each month, but in no event, later than the twentieth (20th) of the month. New applications will be sent to the Union with the monthly billings.

4. Hold Harmless - The Union agrees to hold the Employer harmless from any action or actions commenced by any employee against the Employer for any claim arising out of a deduction once the monies in dispute have been received by the Union pursuant to the dues check-off provision.

5. Bulletin Board - The Employer agrees to provide a space for the posting of Union notices.

6. Union Buttons - All employees shall be permitted to wear their official Union button; size shall be no larger than two (2) inches in diameter.

7. Employee Discussion - Employees shall have the right to discuss Union business and other matters at all times, provided that such discussions take place on the employee's break time or at the employee's own work station and do not interfere with the operation of the business, service to a customer, or the work of other employees.

8. Visitation - A duly authorized officer or business agent of the Union will be permitted to visit the premises of the Employer at all reasonable times for the purpose of transacting any business for the Union. The representative shall first make his presence known to the General Manager or his assistant, and the Employer's business shall not be disrupted,
9. **Tip Check-off** - The Employer agrees to honor political contribution deduction authorizations from employees in the following form:

I hereby authorize and direct the payroll department of DNC to deduct from my salary the sum of $____ per week for transmittal to the UNITE HERE INTERNATIONAL at 275 7th Avenue, NY, NY 10001. I understand that this authorization, is voluntarily made based on my understanding that the asking of these contributions to the UNITE HERE is not a condition of membership in UNITE HERE and/or any of its affiliates or of employment with UNITE HERE and/or any of its affiliates; that guideline amounts proposed by the union are only suggestions and I may contribute more or less and will not be favored or disadvantaged by the union by reason of the amount of my contribution or my decision not to contribute; that I may refuse to contribute without reprisal; and that my contribution will be used for political purposes, including support of federal and other elective offices and committees and for addressing political issues of public importance.

10. **Copies of Agreement** - The Employer agrees to provide copies of the collective bargaining agreement to all new hires along with the Employer's handbook and/or rules.

11. **Union Presence at Orientation** - The Employer agrees to provide thirty (30) minutes unpaid time to the authorized representative of the Union at all new employee orientation sessions during which time management shall not be present. The Employer agrees to provide the Union with a schedule of orientation meetings.

### ARTICLE 3

**MANAGEMENT RIGHTS**

1. **Rights to Manage** - The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business. The Company alone shall have the full and exclusive authority to determine and direct the policies, procedures and methods of operating its business. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not confined to, the right to determine, and from time to time, to re-determine the number, types and locations of its rooms and operations, and the methods, equipment and processes to be employed; to discontinue or automate methods, equipment, processes or operations; the right to determine the qualifications for new employees, and to select its employees; to determine the size and composition of its work force, to determine production and work schedules and methods of work and production; to determine the number and type of equipment, machinery, materials and supplies to be used or operated and the products to be manufactured, processed or sold or the services to be rendered or supplied; to hire, promote, transfer, assign, lay off, and recall employees to work; to reprimand, discharge, or otherwise discipline employees, to determine job content and the amount and type of work needed, to determine and make the assignments of work; to schedule the hours to be worked on each job in each room and in each shift; to discontinue, or assign any of its business operations; to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department, room or operation; to determine the amount of supervision necessary, to control and regulate or discontinue the use of supplies, equipment, machinery and processes and any
other property owned, used, leased or possessed by the Company; to establish, modify and enforce reasonable plant rules or regulations, policies and practices; to introduce new, different or improved methods, means and processes of transportation, production, maintenance, service and operation; and, otherwise, generally to manage the plant and direct the work force; the Company's failure to exercise any function or right in any particular way shall not be deemed a waiver of its rights to exercise such function or right, nor to preclude the Company from exercising the same, in some other way not in conflict with the express provisions of this Agreement.

2. **Non-Inclusive Employer Rights** - The above enumerated rights of management are not all inclusive but indicate the types of matters which belong to and are retained by the Company.

3. **Rights Retained** - Except as specifically abridged, delegated, granted or modified by this Agreement, or by any supplementary agreements that may be made hereinafter, all of the rights, powers and authority of the Employer existing prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of management.

4. **Electronic Surveillance** - The Employer is free to conduct any form of electronic surveillance of its premises that is permitted by law.

5. The Union recognizes a continuing obligation to cooperate fully in making available the benefits of technological progress and change to operations of the Company and its customers. The union also recognizes the Company's need to provide first-rate service and a quality product to their customers.

**ARTICLE 4**

**NO STRIKE OR LOCKOUT**

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 boycott, picketing, work stoppage, slowdown, sympathy strike, or any other type of organized interference, coercive or otherwise, with the Employer's business. 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, the existence of a picket line notwithstanding, 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.
d) This Article shall not serve to prohibit any individual member of the Union, at his own
discretion, from refusing to cross a primary sanctioned picket against the Employer. There shall be no
lockout by the Employer.

ARTICLE 5
WAGES, GRATUITIES AND JOB CLASSIFICATIONS

1. Minimum Rates and Merit Increases - The Minimum Hourly Wage Rates for all covered
employees under this Agreement shall be as listed on the attached Schedule "A". It is understood that
these are minimum hourly wage rates and the Employer, in consideration of merit or length of service,
may pay in excess of same. The Employer shall notify the Union of any such increases.

2. Minimum Wage Employee Adjustment Wage- In addition to their regular hourly wage, minimum
wage employees shall be compensated at the rate of $3.00 per hour and increasing to $5.00 per hour

3. Full-Time Employees- Regular full-time employees are those who have completed their
probationary period and work a minimum of thirty (30) hours a week

4. Part time Employees –Part time employees are those whom are regularly scheduled to work less
than 30 hours per week. Part time employees are not eligible to benefits (i.e. vacation, holiday,
personal days, 401k.)

5. No Reduction - There shall be no reduction of wages due to the signing of this Agreement nor
shall employees be required to pay for any work-related equipment currently being furnished by the
Employer.

6. Wage Discrepancy Claims - All wage discrepancy claims must be presented in writing to the
employee's Department Manager within seven (7) business days after receiving pay covering the period
in which the discrepancy occurred. The Manager may seek the assistance of the Accounting Office or
any other appropriate source for information that would lead to resolution of the claim.

7. Pay on Termination - All terminated employees shall receive all monies due not later than the
pay period following termination provided the Employer’s termination procedures have been
completed. Employees involuntarily terminated shall receive all monies owed them within twenty-four
(24) hours of termination if the demand is made

8. New Job Classifications - Should any classification not listed in this Agreement be established by
the Employer during the term hereof, falling within the jurisdiction of the Union, the parties agree that
they will negotiate an agreeable wage rate for such classification which shall then be included in and
become part of this Agreement. If the parties fail to reach an Agreement, the matter shall be resolved
through the Grievance and Arbitration Procedures of this Agreement.

9. Combination Work - Employees assigned to a job classification other than their own which
involves a higher rate of pay shall be paid the higher rate of pay for all hours worked in that classification
provided that the time is in excess of one and one half (1 1/2) hours in the work day.
10. **Gratuities** - All gratuities shall be the sole property of the serving person or persons and no employee shall be required to pay the service charge on the tipped portion on any credit card charge.

11. **Business Costs** - In accordance with applicable laws, employees shall not have unauthorized deductions made from their checks for such business costs as walkouts, bad checks, invalid credit cards, addition errors, over pouring, cash register shortages or breakages.

12. **Transit/Parking Reimbursement** Employees shall be entitled to $40.00 a month for mass public transit taken to work or for airport parking during work provided they have perfect attendance for the previous month.

**ARTICLE 6**

**UNIFORMS AND LOCKERS**

1. **Uniform Definition** - A uniform shall be defined as wearing apparel and accessories of distinctive design or color which bears the Employer's logo, the outlet or concept logo, or which could not normally be worn during off duty time. The Employer reserves the right to select the style or type of special uniform required in this establishment.

2. **Furnishing Uniforms** - The Employer shall furnish uniforms without expense to the employee. Employees working four (4) or more days per week will be issued three (3) sets, while those working three (3) or fewer days will be issued two (2) sets. The Employer will issue uniforms of appropriate size and will replace them when deemed necessary. It is the Employee's responsibility to maintain a neat and clean appearance—per the Company's published policies regarding Dress, Grooming and Appearance—on a daily basis.

3. **Uniform Alteration** - The Employer shall make arrangements and pay for all uniform alterations it deems necessary. No alterations by the employee will be permitted.

4. **Lockers** - The Employer agrees to provide adequate locker facilities.

**ARTICLE 7**

**HOURS OF WORK, OVERTIME AND PREMIUM PAY**

1. **No Guarantee** - This Agreement constitutes no guarantee of hours or periods of work.

2. **Normal Workweek** - The normal workweek shall consist of five (5) days per week, which days shall be consecutive, forty (40) hours per week. However, a forty-hour workweek is not guaranteed and the Employer may schedule employees for less than forty (40) hours per week or less than five (5) days per week.

3. **Weekly Overtime** - Time worked by an employee covered by this Agreement in excess of forty (40) hours in any one (1) workweek shall be considered as overtime and shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.
4. **Overtime Work** - Overtime work shall be offered on the basis of seniority per Article 9.

5. **No Duplication of Overtime** - There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours worked.

6. **Split Shifts** - Where split shifts are required for business reasons they shall be assigned by seniority per Article 9.

7. **Work Schedules** - All weekly schedules shall be posted seven (7) days prior to the first day of the schedule, provided that scheduled hours may be changed with less than seven (7) days' notice due to business condition beyond the Employer's control, Act of God, or emergencies. The Employer shall notify the affected employee of such changes as soon as possible once such a schedule has been made.

8. **Report-in Pay** - There shall be a minimum four (4) hours report-in time each day, unless an employee chooses to work a lesser amount of time. If the employee chooses the "report in pay" option, the Employer reserves the right to utilize the employee as necessary to meet the needs of the business.

9. **Call Off Notification** - The Company shall be required to notify employees a minimum of four (4) hours in advance of the start time if they are not needed.

10. **Absence Notification** - If an employee has to call out, the employee shall be required to notify Management a minimum of four (4) hours in advance of their shift; however, employees scheduled to start work between the hours of 3:00 A.M. and 8:00 A.M. shall be required to notify management a minimum of two (2) hour in advance of their shift.

11. **Meetings** - No employee shall be required to attend a department or staff meeting outside of the employee's regularly scheduled shift or day off without having first been given seven (7) day notice of such meeting. Included in the definition of meetings shall be information sessions and training sessions. Any employee not scheduled to work that day shall be paid the report-in-pay of four (4) hours.

12. **Lay-Off Notification** - If it becomes necessary to lay off employees, the Employer shall give the affected employees a minimum of one (1) week notice or pay in lieu thereof, unless the cause of the layoff is beyond the control or knowledge of the Employer.

13. **Work on Scheduled Days Off** - When it becomes necessary to schedule an employee on their scheduled day off and management is aware of the need at least twenty-four (24) hours in advance, such work shall be offered on a seniority basis, to those employees who have requested additional time and are qualified to work in that unit. Management will provide a "sign up" list for persons desiring available work. It shall be management's prerogative, however, to discount seniority where the person accepting the work would work a greater amount of daily overtime hours than other eligible employees. This section shall not apply to shifts which must be filled with less than twenty-four (24) hours' notice.
ARTICLE 8
MEALS AND BREAKS

1. Meals - Employees shall be entitled to one (1) meal at 50% cost (Some items from the menu with higher food cost will be excluded from this discount). Employees scheduled to work six (6) hours or more shall be given a thirty (30) minute unpaid break period, which shall not be interrupted. Tipped employees will be given a thirty (30) minute unpaid break only if they request it. If any employee is required to work any portion of the break period, they shall receive their regular rate of pay for the entire break period.

2. Breaks - All employees shall be granted a ten (10) minute paid break for every four (4) hours worked during the time that is appropriate for that unit.

3. Time between scheduled shifts – No employee shall be scheduled by the Employer for a shift without having a minimum of eight (8) hours after the completions of the previous scheduled shift unless the employee requests such a schedule.

ARTICLE 9
SENIORITY

1. Definition - Company Seniority shall mean the employee's length of service with the Company. Job Classification Seniority shall mean the employee's length of service in the establishment in the classification categories as listed in the CBA. Such seniority shall be established by holding a regularly scheduled shift in a classification category. Employees who work on an intermittent basis in a classification category other than their primary one shall not build seniority in those categories.

2. Probationary Period - All new employees shall be considered as probationary employees for the first sixty (60) days of service, during which time they may be dismissed at the discretion of the Employer without recourse by the Union under any provision of this Agreement. The Employer may extend this an additional thirty (30) days to a maximum of ninety (90) days, provided the employee and the Union are given written notice of the extension and the reason therefore. After completing the probationary period, the employee's seniority shall then date from the first day of his current period of employment.

3. Use of Seniority - The Employer and Union agree to recognize seniority in the following areas:

a) Posting of open Shifts - All open positions including temporary positions expected to be of at least thirty (30) days duration (posted as such) will be posted. Where permanent changes in scheduling of shifts occur, and ability and past performance are equal, classification category seniority shall prevail. Employees bidding a new schedule vacate their rights to their prior schedule. Anyone bidding a temporary schedule must, at the end of the temporary assignment shall take an open shift.
b) **Overtime/Relocation** - Where unscheduled overtime is required, it shall be offered on the basis of seniority within the classification of those working in the unit at that time. In such cases, the overtime will be offered first to the most senior employee and if not accepted by volunteer(s), such overtime will be assigned to the least senior employee. It shall be Management's prerogative, however, to discount seniority where the employee accepting the work would work a greater amount of overtime hours than other eligible employees.

c) **Vacations** - When more than one (1) employee submits a vacation request in the same week for the same vacation period, seniority shall prevail.

d) **Layoffs and Recall** - The Employer may elect to offer voluntary layoffs by company seniority in the affected classifications before requiring mandatory layoffs. If management does not obtain enough volunteers for layoff in a given classification as set out above, the Employer shall honor seniority to reduce the workforce, i.e. the most junior employees being laid off first. Recall shall be done in accordance with Article 9.9 below. During layoffs or reduction in the work force, the employee with the least seniority in the job classification affected shall be laid off first. When the working force is again increased, employees on layoff shall be recalled in the order of their job classification seniority, unless circumstances have occurred during the layoff 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.

4. **Classification Seniority** - Employees changing classification categories shall begin their seniority in the new classification category upon assuming a regularly scheduled shift, and seniority shall continue to accrue as long as the employee works in the classification category. During layoff or reduction in the work force within a classification category, an employee may exercise any accrued seniority to revert to the least senior shift in the classification category from which he was last transferred if the employee would otherwise lose his employment with the Employer. The employee will retain all seniority formerly accrued in the original classification category and will not lose accrued vacation benefits.

5. **Bumping** - Bumping shall not be permitted except in cases of reduction in workforce and layoff of employees.

6. **Elimination of Entire Weekly Schedule** - If an employee's entire weekly work schedule is eliminated and that employee has seniority over other employees in the classification category who the senior employee is qualified to replace, the senior employee may bump any such individual with less seniority who has a schedule with the same or fewer hours.

7. **Notice of Recall** - Where an employee is notified at the time of layoff when he is to report back to work, he will promptly report at such time without further notice. When an employee is not notified at the layoff time when he is to report back to work, he shall be given two (2) days notice of when to report back to work, if the period of layoff has been less than fourteen (14) days. If the layoff period extends for fourteen (14) days or more, the employee shall be given seven (7) days notice of the time to report back to work. Notice to report back to work shall be given by a letter to the last address properly furnished to the Employer by the employee. While waiting for an employee to report back to work, the Employer may utilize any other available employee. In the event an employee fails to report for work in compliance with the above provisions, he shall be deemed as a voluntary termination. Layoffs which
exceed a period of the lesser of one (1) year or the employee's length of service shall be considered just cause for discharge. Seniority shall continue to accrue during the layoff period.

8. Loss of Seniority - An employee's seniority will be lost for the following reasons:
   a) Voluntary termination.
   b) Failure or refusal to report for work as scheduled after an accident, injury or sickness when the treating or consulting physician reports the injured employee physically fit to return to work.
   c) Exceeding an authorized leave of absence.
   d) Discharge for just cause.
   e) Entering a settlement approved by a State District Court or receiving an award relating to Worker's Compensation benefits for total permanent disability benefits.
   f) Engaging in gainful employment while on leave of absence.
   g) Failure to report to work without notice for two (2) consecutive days is deemed job abandonment and constitutes a voluntary quit.

9. Moving to Supervisory Position - An employee who accepts a supervisory position and remains a supervisor for a period greater than thirty (30) days shall lose all bargaining unit seniority. Employees returning to their previous classifications within the bargaining unit prior to thirty (30) days shall suffer no loss of seniority or benefits.

10. Seniority List - The Employer shall furnish an accurate seniority list to the Union within ten (10) days of the date of which this Agreement is signed. The Employer shall notify the Union monthly of each employee who has been separated from employment. Seniority lists shall be updated quarterly and forwarded to the Union office. The Employer agrees to notify the Union of all new hires.

11. Probationary Period - New Classification - An employee promoted to a higher or lower paying classification shall serve a twenty (20) working day probationary period. During the probationary period, the Employer may return the employee to his previously held classification for inability to perform the duties of the new job, or the employee may elect to return to his previously held classification. Employees returning to their previous classification in this manner shall suffer no loss of seniority.

12. "Same Hire Date" - Seniority - In the event two (2) or more employees begin work on the same day, a numerical suffix will be attached to the seniority date of such employees based on the employee's identification number (EMPLID). The employee with the lower number shall be deemed the more senior.

13. Vacancy or Promotion - Whenever a vacancy or promotion occurs, excluding those created by leaves of absence or vacation, those employees who apply will be considered for filling of vacancies or promotions. When skills and ability are equal, the senior employee shall have preference over other employees, job applicants or candidates referred by the Union.
ARTICLE 10
GRIEVANCE PROCEDURE

1. Should differences arise between the Employer, the Union and/or any employee who has completed his/her probationary period, as to the meaning and application of this Agreement, the following procedure shall be followed by an employee and the Union.

   **Step 1** - The employee may take up the matter with his/her supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist him/her with Step 1, if he/she so desires.

   **Step 2** - If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within fourteen (14) calendar days from the date on which the incident which gave rise to the grievance occurred, or within fourteen (14) days of when the grievant should reasonably have had knowledge of its occurrence, file a written grievance with the Human Resources Manager or Designee, provided the fourteen (14) calendar day requirement and the written grievance requirement may be waived by mutual written agreement between the parties. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

   The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

   **Step 3** - if the grievance is not satisfactorily settled in Step 2, the aggrieved employee or the Union shall, within fourteen (14) calendar days from the date from receipt of the step 3 response file a written grievance with the Companies Vice President of Labor Relations or his/her designee. The parties will confer within fourteen (14) calendar days after receipt of such written grievance in an effort to settle the grievance unless the time limit is extended by mutual written agreement of the Parties. If not settled at this conference, the Employer shall issue a decision in writing on any such written grievance within ten (10) days from the time such grievance meeting is adjourned. Failure of the Employer to comply with the above time limits shall imply the employer is denying such grievance.

2. **Mediation** – Should the parties agree; the Company and the Union may contract a Federal Mediator to mediate the grievance on a non-binding basis. Terms of said mediations will be mutually acceptable by the parties and said discussions shall not be permissible in the event a settlement cannot be reached and the parties move to arbitrate.

3. **Employer/Union Grievances** - Any grievance the Employer or Union may have raised within the time limits set forth in Step 2 shall be reduced to writing and submitted to the other party's designated representative who will arrange a meeting according to the provisions set out in Step 3, above. If the
matter is not satisfactorily settled at this Step, the grievance may be processed through the Arbitration Procedure.

4. **Discharge Grievance** - The lowest applicable step for a grievance regarding an alleged improper discharge shall be Step-2.

5. **Voluntarily Terminated Employees** - There shall be no responsibility on the part of the Employer to make any further adjustment of a grievance when the aggrieved employee who signed the original grievance voluntarily terminated his employment with the Employer, except as to the correctness of the amount of his final paycheck which includes vacation pay, holiday pay and/or overtime.

## ARTICLE 11

### ARBITRATION PROCEDURE

1. **Arbitration Procedure** - If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate within fourteen (14) calendar days after the Employer or the Union has made its final written answer as provided in Step 3, unless the Employer and the Union mutually agree in writing to extend the time limit, in which event the grievance shall be arbitrated according to the following procedure:

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator by alternately striking a name from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised his/her strikes shall become the Arbitrator. The Parties may select an Arbitrator by other means if such other method of selection is confirmed by a written stipulation.

The selection of the Arbitrator and the hearing shall be within thirty (30) days of the request for Arbitration, whenever practicable. No evidence shall be introduced as to the withdrawal during negotiations of any proposal to change this Agreement. Any post-hearing briefs must be submitted within thirty (30) days of the hearing. The Arbitrator shall issue a decision within thirty (30) days of the close of the hearing.

The expenses of the Arbitrator shall be borne equally by the Union and the Employer, each Party bearing its own preparation and presentation expenses.

2. **Final and Binding** - Any decision reached at any stage of these grievance proceedings or by the Arbitration Procedure shall be final and binding upon the Employer, the Union and the employee(s) involved.

3. **Arbitrator Limitations** - The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or sections of this Agreement. His/her 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 his/her judgment for that of the Parties in the exercise of rights granted or retained by this Agreement.
4. **Contract Remedy** - When an employee has any complaint, grievance or difference regarding the application of the terms and conditions of this Agreement it is agreed that the grievant will use the grievance/arbitration procedure as set forth above before attempting to take the matter elsewhere.

**ARTICLE 12**

**DISCIPLINE AND DISCHARGE**

1. **Discipline** - The Employer has the right to meet with an employee to discuss and/or coach and counsel such employee regarding work performance, attendance or other matters prior to or within the specified steps of discipline listed below. Such discussion or counseling shall not be subject to the grievance procedure. The Employer agrees that in disciplining employees such discipline will normally be in the following form:

   a) Verbal warning
   b) Written warning
   c) Final written warning and/or suspension
   d) Discharge

Provided, however, in the case of a serious violation of the Employer's rules, the preceding progressive discipline need not apply.

2. **Discharge** - The Employer reserves and has the right to discharge any employee for just cause, but it is further agreed that no employee shall be discriminated against in discipline because of their lawful Union activities. For purposes of this Agreement, just cause for discharge shall include, but not be limited to, the following:

   1. Drinking, being under the influence of alcoholic beverages or illegal drugs or having personal possession of alcoholic beverages or illegal drugs during working time or on Company premises.
   2. Insubordination.
   3. Dishonesty or theft.
   4. Fighting on the premises.
   5. Violation of any published house rule or commonly accepted employment regulation.
   6. Insolence or lack of courtesy to the Company, or any supervisor, guest or customer.
   7. Failure to perform the services required by the position held by the employee.
   8. Failure to maintain reasonable standards of personal appearance, sanitation and cleanliness required by the Company.
   9. Inefficiency.
10. Any physical conditions which endanger the health of a guest, fellow employee or of the employee himself/herself

11. Failure to report to work, except in the case of established illness, which must be verified by a medical certificate or satisfactory evidence.

12. Damage to or loss of the property or equipment of the Company or any of its customers.


3. **Discharge Review Time Limits** - Any employee who feels he has been unjustly discharged shall have the right to appeal to the Union and file a grievance, as permitted by the applicable provisions of this Agreement.

4. **Written Notices** - Written warnings, final written warnings, notices of suspension and notices of discharge, which are to become part of the employee's file shall be read and signed by the employee. Such signature shall in no way be an admittance of wrong-doing on the part of the employee. A copy of such warnings and/or notices shall be given to the employee and the Union. All disciplinary notices shall be given to the employee without undue delay.

5. **Suspensions, Final Warnings and Discharges** - All suspensions, final warnings, and discharges will be in written form and copies will be mailed to the Union promptly 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. No employee shall be placed on suspension pending investigation status longer than seven (7) days. The Employer shall follow up with issues raised by Union/employee within five (5) days.

6. **Personnel Files** - The Employer's Human Resources Department shall, at reasonable times and at reasonable intervals upon the request of an employee, permit that employee to inspect such employee's personnel file on his own time during regular office hours and within the sight of a management representative. This shall be permitted within a week of the employee's written request (provided that it falls within regular business hours). Employees are not allowed to remove any part of the official record.

7. Any employee may request the presence of an authorized Union Business Agent or Union Steward or one (1) Committee Member during any fact-finding investigatory meeting which is likely to result in discipline or discharge.

8. **Retirement of Warning Notices** - The Employer shall not use warning notices more than twelve (12) months old as the basis for discipline.

9. **Mystery Shopper Services** - The Union recognizes that the Employer may utilize shopper services investigators in its operations. The Employer's purpose for using shoppers is to ensure quality of customer service, to ensure that proper procedure is being followed in cash handling and to ensure the integrity of cash transactions. The Union and Employer agree on the following rules for Employer's use of shopper reports:
a) Employees shall be informed during their training and/or orientation class of the Employer's use of Shopper Services.

b) The shoppers shall provide factual reports of their observations of customer service situations or cash handling transactions. The Employer will not condone methods which would intentionally mislead or deceive the employee.

c) The Employer shall not knowingly employ shopper services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports.

d) When shopper reports are used for disciplinary purposes, the Employer shall provide copies of the report(s) to both, the employee and the Union.

e) Management shall inform the employee and Union as soon as possible of any irregularity that may result in disciplinary action.

f) The Employer agrees that, when and where possible, counseling and re-training are preferable to disciplinary action in correcting problems that arise in shopper's reports, however, some incidents may result in disciplinary action.

ARTICLE 13
LEAVES OF ABSENCE

1. Coordination with Applicable Laws - The Union and the Employer agree to follow all federal, state and local laws, regulations and guidelines with respect to the administration of all Leaves of Absence. Where the provisions of this Agreement are more favorable to the employee than those provided under law, the terms of this Agreement shall prevail, law permitting.

   a) FMLA – After completing one (1) year of service, having worked 1,250 hours within the prior twelve (12) months and presenting qualifying reason for Family Medical Leave the employee qualifies for twelve (12) weeks of unpaid Family Medical Leave. The employee can take the twelve (12) weeks consecutively or on an intermittent basis.

   b) Medical Leave – For employees needing medical leave but who do not qualify under the FMLA or have exhausted their FMLA benefits, the following options for the employee's own medical condition are available:

   From the completion of the Probationary Period up to one (1) year of service – Employees may be eligible for unpaid non FMLA medical leave for up to twelve (12) consecutive weeks. Such leave shall not be permitted on an intermittent basis, unless required by law.

   More than one (1) year of service – Employees shall be eligible for unpaid non FMLA medical leave for up to one (1) year, the calculation of which shall include any time attributable to leave taken under the FMLA. After FMLA leave is exhausted, the remainder of the leave must be taken in consecutive weeks, unless required by law.
Sections 1A and 1B are subject to the employee providing a certification of the employee's medical condition signed by the employee's health care provider to the Human Resources Department within three (3) days of the commencement of the leave.

2. **United States Military Leave** - Employees, other than those holding temporary positions, who serve in the United States military, shall be entitled to reemployment and benefits rights as required by law.

3. **Union Business Leave** - The Employer shall grant up to seven (7) days unpaid leave per year to each of two (2) employees designated by the Union to attend a labor convention. Only two (2) employees may take such leave at one time. The Employer may also grant unpaid leave to any employee elected to or hired for a position of full-time service with the Union.

4. **Personal Leave** - Employees who have completed their probationary period desiring an unpaid leave of absence from the job for up to six (6) months because of extraordinary personal or family circumstances must first secure written permission from the General Manager or Designee. The Employer shall not be expected to grant a personal leave of absence that will interfere with the Employer's operations. In determining if such leave shall be granted the General Manager or Designee will take into consideration all other leave taken. All leave, when looked at cumulatively, shall not exceed one (1) year.

5. **Leave Benefits** - In the case of family and medical leaves qualified under FMLA, the Employer shall make sufficient group health insurance contributions. The Employer may attempt to recover the cost of medical premiums paid during a covered leave of absence should the employee fail to return to work as provided for under the Family Medical Leave Act. The Fund shall make available group health insurance to employees at their own expense for any portion of a family or medical leave not qualifying under FMLA or in excess of twelve (12) weeks.

Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves. Failure to return to work after an authorized leave of absence shall result in complete loss of seniority rights and shall be considered a voluntary termination.

6. **Return from Leave**

   a) **FMLA Leave** – An employee returning from an FMLA leave shall be entitled to return to his or her previously held job classification and schedule provided the scheduled still exists.

   b) **Non FMLA Leave** – An employee returning from a non FMLA leave shall be entitled to return to his or her previously held job classification and schedule, subject to the following conditions provided the schedule still exists:

      (i) Neither the classification nor schedule has been abolished.

      (ii) In the case of medical leaves and family leaves, such return is guaranteed only for leaves lasting twelve (12) weeks or less.

      (iii) In the case of personal leaves, such return is guaranteed only for leaves lasting thirty (30) days or less.
ARTICLE 14
BEREAVEMENT LEAVE

Bereavement Leave - Employees who have completed their probationary period shall be entitled to a leave of absence of up to three (3) working days with pay, at their current Hourly Wage Rate, based on the straight time hours they would have worked, to make funeral arrangements or attend the mourning service of their spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, domestic partner, grandmother, grandfather, and grandchild. Minimum wage Employees shall be paid at their current Hourly Wage Rate plus their Tipped Wage Rate, as defined in Article 5.2.

ARTICLE 15
HOLIDAYS AND PERSONAL DAYS

1. **Holidays** - The Company shall recognize the following as holidays:
   
   New Year’s Day  
   Memorial Day  
   Independence Day  
   Labor Day  
   Thanksgiving Day  
   Christmas Day

2. **Holidays Worked** - Each full time non-probationary employee covered by this Agreement who works on a recognized holiday, shall receive premium pay of 1.5x pay.

3. Employees who are scheduled to work on a holiday and do not report as scheduled shall not receive the holiday pay.

4. An employee on paid sick leave, leave of absence or layoff shall not be eligible for holiday pay.

5. **Paid Personal Days** - Employees, after completion of the probationary period shall be allowed paid personal days based on the table below to be taken in full-day increments of eight (8) or ten (10) hours, as regularly scheduled. To use a Paid Personal Day or Days, employees shall provide a written request at least one (1) week in advance of the day or days requested. The Employer shall not unreasonably deny a requested day or days off. An employee on a Paid Personal Day or Days shall be paid the straight-time hours up to a maximum of eight (8) or ten (10) hours, as applicable. Paid Personal Days for minimum wage employees shall be paid at their Hourly Wage Rate plus their Tipped Wage Rate, per Article 5.2. Paid Personal Days are not cumulative and must be used in the anniversary year granted. Employees who are on approved leave of absence are eligible to use Paid Personal Days so long as permitted by law.
   
   - Completion of probationary period – 1 day
   - 1st anniversary – 2 days
6. Family or Personal Illness – Paid Personal Days may be used without the fourteen (14) day advance notice for illness of the employee or the employee's family following the first full day of absence.

ARTICLE 16
VACATION PLAN

1. Vacation Pay – For purposes of payments from the Plan, vacation pay for all employees shall be at the employee's current Hourly Wage Rate during his/her scheduled vacation period. Hours will accrue based on hours worked in previous anniversary year.

2. Amount of Vacation:

<table>
<thead>
<tr>
<th></th>
<th>Maximum Annual</th>
<th>Maximum Accrual amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st and 2nd Anniversary</td>
<td>1 Week 40 hours</td>
<td>80 hours</td>
</tr>
<tr>
<td>3rd Anniversary and beyond</td>
<td>2 Weeks 80 hours</td>
<td>120 hours</td>
</tr>
</tbody>
</table>

Associate will be able to use vacation time after 12 months of service. Associates will only be able to take time that they have accrued.

3. Vacation Pay Upon Termination of Employment – upon termination of employment, employees shall be paid for their accumulated unused vacation leave.

4. Carry Over of Vacation Time - The Employer shall not require that employees use all of their vacation time by the end of each year. Employees may carry over up to 40 hours of vacation leave. Associates will not be permitted to buy out vacation time.

5. Vacation Requests - To the extent business requirements permit, written employee requests to the employee's immediate supervisor for specific periods in which to take vacations will be submitted not less than thirty (30) days nor more than one hundred eighty (180) days prior to the requested dates of vacation and will be honored on a first come, first serve basis; provided, however, when more than one employee submits a vacation request in the same week for the same vacation period, seniority shall prevail.

6. Vacation Confirmation - Subsequent to submission of the written vacation request the Employer shall inform the employee of approval or disapproval of the vacation period requested, in writing, within ten (10) days.

7. No Change in Scheduled Vacation - Once a specific written request for vacation has received the Employer's written approval, the approved vacation dates shall not be changed unless by mutual consent of the Employer and the employee.

8. Minimum Wage Employees - Minimum wage employees shall receive in addition to their Hourly Wage Rate their Tipped Wage Rate, as defined in Article 5.2.
ARTICLE 17
HEALTH AND WELFARE

Health and Welfare - (Includes Health, Dental, Life & Short-Term Disability Coverage)

1. **Eligibility and Employer Contributions** - An employee must be employed by the Employer for a minimum of three (3) consecutive months to be eligible for the Health and Welfare insurance benefits.

The Employer shall pay contributions on all employees whom elect coverage, under the terms provided in Section 2 of this Article. Employees may elect coverage as defined by the Trust's Summary Plan Document.

A rolling three (3) month average of 75 hours worked shall be used for purposes of determining an employee's continued eligibility for benefits under the Health & Welfare Plan.

2. **Employer Contributions** - The Employer's contribution for each employee shall begin on the first of the month following the eligible employee's sixtieth (60th) day of employment (for example, an employee hired on January 15th will begin to have Employer contributions calculated on their April 1st hours, and contributions will be paid to the trust fund based on the April hours worked on the May invoice). The Employer will pay the following per hour worked to the Local 17 Hospitality Benefit Fund (the "Fund") toward maintaining a Welfare and Insurance Plan on behalf of its employees. Such increases are to be determined by the Fund Trustees, as they in their discretion determine the need, not to exceed the cost increase to the Fund from Health Partners or their successor benefit provider.

   Effective 7-1-2018 - $3.00 per hour worked

   Effective 7-1-2019 - $3.25 per hour worked

   Effective 7-1-2020 - $3.50 per hour worked

3. **Employee Contribution** - As of the effective date of this Agreement, each eligible employee desiring coverage shall pay the following amounts per month toward the cost of providing Health and Welfare benefits. Further, each participating employee's monthly contribution shall increase in accordance with the following schedule:

   Effective 7-1-2018 - $21.00 per month

The Fund Trustees may increase employee monthly contributions at their discretion during the life of this Agreement. Employee's contributions shall be deducted from their paychecks.

4. **Payments During Vacation Time** - Vacation periods or other time off for which payment is actually made to the employee shall be considered as time worked for the purposes of making contributions pursuant to this Article; and such payments shall be made not later than the 20th day of the month following the month in which the employee worked.
5. **Trustees** - The Fund shall be under the authority and supervision of six (6) Trustees, three (3) Employer Trustees and three (3) to be selected by the Union; said Trustees to function under the authority of the Agreement and Declaration of Trust of October 24, 1952, as revised and amended.

6. **Delinquencies** - Where there is no controversy over the obligations of the Employer under this Article and the Employer fails or refuses to submit the required contributions to the Trust Fund in the amounts and within the time as required, or is habitually delinquent with respect to such submission, then in such event:

   a. After due notice to the Employer of its delinquency, the Union shall not be limited to the Grievance and Arbitration procedure but may serve notice on the Trust Committee to proceed with commencement of legal action against the Employer, in which event the Employer shall be required to pay all costs and reasonable attorney's fees.

   b. If the Employer shall fail to make contributions to the Trust Fund by the 20th day of the month following the month in which the employee worked, the Employer shall be subject to liability for the principle and in addition, liquidated damages of 12% of the delinquency, 18% interest on the delinquency and reasonable attorney fees and costs incurred in the collection of the delinquency.

   c. The Union and the Trust Fund, or either, shall have the right, for good cause and at reasonable times, to check all appropriate employment and payroll records of the Employer to determine whether the Employer is in compliance with the terms and requirements of this Article.

7. **Self-Payment** - All eligible employees, as determined by Section 1 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”).

8. **Employer’s Option to Convert Coverage** - The Employer reserves the right to, at its option, place the health and welfare (including dental) coverage elsewhere, provided that benefit levels are not reduced and the cost to the employee is no greater than at time of transition.

**ARTICLE 18**

**JURY DUTY**

1. **Jury Duty** - Non-probationary employees who are called for jury duty and serve as jurors on regularly scheduled work days shall be paid the difference between the amount received for such service and their straight time hourly earnings, not to exceed their daily scheduled hours per day, nor fourteen (14) days in any calendar year. The foregoing notwithstanding, Minimum wage employees shall be paid the difference between the amount received for such service and their current Hourly Wage Rate plus their Tipped Wage Rate, as defined in Article 5.2.
All jury duty pay shall be subject to the following conditions:

a) The employee shall give notice of his summons to the Employer as soon as possible; but no less than (7) days prior.

b) The employee shall provide adequate proof of dates and time served and compensation received.

c) The employee shall state that he did not volunteer for jury service.

d) The employee shall receive holiday pay according to Article 16 of this Agreement.

e) Where an employee’s service on a jury would hamper the proper operation of the Employer’s business, the Employer reserves the right to request of the appropriate Court that the employee’s participation be postponed.

ARTICLE 19
STATE AND FEDERAL LAW

1. Recognition of Applicable Laws - The Union and the Employer agree to comply with all applicable laws.

2. No Discrimination - The Union and Employer agree that there shall be no discrimination by either party which violates any of the local, State of Minnesota or Federal laws, ordinances or regulations or any equal opportunity law that apply to the location.

3. Fitness for Duty - A physician’s statement of fitness for duty may be required of employees returning to work following a serious illness or injury.

ARTICLE 20
SUCCESSORS AND ASSIGNS

1. The terms and provisions of this Agreement cover work performed by the employees of the Employer and shall bind all subleases, assignees, purchasers or other successors to the business to such terms and provisions, including vacation and holiday benefits to which the employees are and shall be entitled to under this Agreement.

2. Discontinuance of Business - If it is necessary to close down or otherwise discontinue business or any part of the Employer’s business on a temporary or permanent basis, the Employer shall give affected employees a minimum of two (2) week notice unless the cause of the discontinuance of business is beyond the control or knowledge of the Employer. If the Employer fails to give affected employees the two (2) week notice and no suitable alternative employment is provided, the employees shall receive two (2) weeks’ pay.
ARTICLE 21
SAVINGS CLAUSE

If any sections of this Agreement should be held invalid by operation or law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement shall not be affected thereby; but shall continue in full force and effect. Provided, furthermore, the Union and the Employer agree to meet and confer within two (2) weeks of any ruling invalidating any article, section or portion of this Agreement to negotiate a lawful provision on the same subject if practicable.

ARTICLE 22
FULL AGREEMENT

1. The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This clause shall not be construed to limit, impair or act as a waiver or impede or bar the Union's right to bargain collectively on changes contemplated or effected by the Employer which may modify the traditional operation of the basic terms and conditions set forth.

2. The waiver in any particular instance or series of instances of any terms or condition of this Agreement or any breach hereof by either party shall not constitute a waiver of such term or condition or any breach hereof in any other instances.

3. All existing practices for the benefit and welfare of the employees, presently in effect as of the execution of this Agreement and not specifically covered by the terms of this Agreement, shall be continued and not reduced unless agreed to through negotiations between the parties.

ARTICLE 23
WORK RELATED INJURIES

1. Eligibility - An employee who is injured on the job and is sent home or to a hospital or clinic shall receive pay at the applicable hourly rate for the balance of his regular shift on that day.

2. Safety - The Employer and the Union jointly recognize the importance of maintaining safe working conditions so that no employee is allowed to work under conditions that endanger the health or safety of the employee. The Employer and the Union will cooperate in maintaining and supporting a standing Safety Committee. Employees shall be paid for hours spent in Safety Committee meetings at the appropriate rate, including premium and overtime rates.
ARTICLE 24
DIRECT DEPOSIT

The Employer agrees to make direct deposit of paychecks available to employees upon hire.

ARTICLE 25
CASH HANDLING

Employees shall be notified of shortages or overages within ten (10) days of the end of the week in which the error occurred, otherwise such notice will be considered untimely. When employees are on LOA, vacation or holiday, this ten-day period begins with the day the employee returns to work. All employees will be allowed to count their banks at the beginning of their shift.

ARTICLE 26
SHOP STEWARDS

The Company agrees to recognize shop stewards. The Union agrees to notify the Employer in writing as to the name of the Shop Stewards. Shop Stewards shall be allowed to attend all Union meetings without pay upon proper notice to the Employer, provided the Employer's business shall not be disrupted. Shop Stewards and one (1) Committee Member will investigate and process grievances.

ARTICLE 27
LABOR MANAGEMENT COMMITTEE

The parties agree to form and actively utilize a Labor Management Committee in order to improve upon the cooperative working relationship by addressing on-going concerns in the business. The committee shall not address grievances, negotiate changes to this agreement or create company policies that fall within the realm of Article 3, Management Rights. The committee shall consist of no more than six (6) members of management and six (6) employees determined by the Union. The Union business agent or their representative and a representative from Human Resources shall participate in an advisory capacity. This committee shall meet on a regular basis as determined by the members. Employees shall be compensated at their vacation average hourly rate for participating in such regular meetings. No weekly or daily overtime shall occur as a result of time spent at these meetings (unless approved by management). The Labor Management Committee shall meet and discuss the application of the bidding process outlined in this Agreement as questions arise in the future.
ARTICLE 28
TERM OF AGREEMENT

This Agreement shall become effective October 19, 2018, and shall remain in full force and effect through and including April 30, 2019. This Agreement shall continue from year to year thereafter unless either party gives written notice by registered mail, return receipt, to the other party and to the Federal Mediation & Conciliation Services, to be received no more than ninety (90) days nor less than sixty (60) days prior to April 30, 2021 or any yearly anniversary date thereafter, of intention to reopen or modify the Agreement.

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

Signatures

Delaware North Companies
By: ____________________________
Kevin Kelly, President
Date: ________________

Unite Here Local 17
By: ____________________________
Christa Mello, President
Date: 10/19/18
Appendix A:
Wages

WAGES: The follow establish minimum rate of pay the employer and union have agreed upon. These rates do not prohibit the employer from paying a higher rate. In these circumstances, the company will notify the union.

Tipped Classifications:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartender</td>
<td>Minimum Wage</td>
</tr>
<tr>
<td>Server</td>
<td>Minimum Wage</td>
</tr>
<tr>
<td>Busser</td>
<td>Minimum Wage</td>
</tr>
</tbody>
</table>

Non-Tipped Classifications

<table>
<thead>
<tr>
<th>Classification</th>
<th>7-1-18</th>
<th>5-1-19</th>
<th>5-1-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baker</td>
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<td>15.65</td>
</tr>
<tr>
<td>Cashier-Food</td>
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<td>11.25</td>
<td>11.65</td>
</tr>
<tr>
<td>Cook 1</td>
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<td>15.25</td>
<td>15.65</td>
</tr>
<tr>
<td>Dishwasher</td>
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<td>12.25</td>
<td>12.65</td>
</tr>
<tr>
<td>Food Preparer</td>
<td>13.00</td>
<td>13.25</td>
<td>13.65</td>
</tr>
<tr>
<td>Host Person</td>
<td>11.00</td>
<td>11.25</td>
<td>11.65</td>
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<tr>
<td>Utility Worker</td>
<td>12.00</td>
<td>12.25</td>
<td>12.65</td>
</tr>
</tbody>
</table>

New hire schedule - The Company may hire into non-tipped positions at a rate of $0.50 less an hour than the rates above. After 6 months of employment the associates will be brought up the full rate.