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EAGLES CLUB AGREEMENT

THIS AGREEMENT is made and entered into this **1st day of July, 2019,** by and between THE ROCHESTER EAGLES CLUB and / or its successor whose business address is 917 15th Ave SE, Rochester, MN 55904, referred to as the Employer, and the UNITE HERE LOCAL 21 of UNITE HERE INTERNATIONAL UNION, referred to as THE UNION.

WITNESSETH:

WHEREAS: It is the desire of the respective parties hereto to assure a friendly spirit of cooperation between the employees of the Employer and members of the Union who are now or may hereafter be engaged in the operation of said establishments in the City of Rochester, MN, and to avoid disruption in the service and operation of said establishment and to secure the benefits intended to be derived by the Employer and the Union, under these Articles of Agreement.

IT IS AGREED between the Union and the Employer as follows:

ARTICLE 1 **RECOGNITION**

The Employer recognizes the above named Union as the sole and exclusive bargaining agent for all employees in the employ of the Employer in the classifications as set forth in the Wage Scale, Article 16, of this Agreement.

All Union employees will become members of the Eagles Club Aerie 2228 upon completion of 90 days employment.

ARTICLE 2 **UNION SECURITY**

The Employer agrees that as a condition of continued employment all employees who are presently members of the Union shall maintain said membership, and all employees who are not presently members of the Union, and all new employees shall become members of the Union on the **90th** day following the date of their employment or the effective date of this Agreement, whichever is later.

The Employer, when employing new employees, will notify the Union as to the employees name, address and type of work to be performed by the employee after said employee completes fourteen (14) calendar days of employment.

The employer further agrees that upon request of the Union it will discharge an employee who, in accordance with the above, fails to tender the period dues and Initiation Fees relating to the Union's Collective Bargaining function uniformly required to obtain and maintain membership in said Union.

REFERRAL – When a vacancy exists, the Employer will notify the Union, which may refer candidates for employment.

IT IS AGREED by and between the undersigned parties that the provisions for compulsory Union membership of employees, as provided for in Article II of the Working Agreement, between the parties, does not necessarily apply to employees who are employed on an irregular, temporary basis or who average less than 20 hours per week.

ARTICLE 3 **SENIORITY**

It is hereby agreed by the Employer and the Union that the Employer shall and hereby does recognize seniority rights and that the employees shall be promoted, demoted, laid off and returned to services according to their length of service, providing that such employees shall not establish seniority rights until they have been employed for sixty (60) days.

Seniority shall be defined as the principle whereby the last employee hired shall be the first employee laid off, within each classification, when it becomes necessary to reduce the number of employees in the operation of Employer's business. Likewise, the last employee laid off shall be the first employee rehired, within each classification.

When it becomes necessary to reduce the hours of work of the employees because of lack of business, etc. the senior employees in each classification shall have the first opportunity of working the full work week.

Senior employees shall be given preferential shifts and days off.

In regards to special events, fulltime employees have permanent shifts with the exception of the floating shift (works 4 regular days and a float day on Friday, Saturday or Sunday) after that it would go to part-time employees by seniority followed by fulltime by seniority so long as it does not put any employee over 40 hours.

Only when a vacancy occurs or a new position is created can seniority be exercised for purposes of bidding on permanent positions or to get more hours than you were hired for or last bid for.

Special events and back bar will be offered first to part time employees by seniority and then to full time employees by seniority.

ARTICLE 4

STRIKES AND LOCKOUTS

It is agreed that there shall be no lockouts or strikes so long as the provisions of this Agreement are lived up to.

It will not be a violation of this Agreement for employees to refuse to go through a picket line in any strike approved by the Rochester Central Labor Union.

ARTICLE 5

MEAL PERIOD

All employees covered by this Agreement shall be granted an unpaid meal period of one-half (1/2) hour and shall not be requested to work during this period except in case of extreme emergencies.

ARTICLE 6

PERSONAL DAYS

All regular employees hired prior to July 1, 2016 who average 20 - 30 hours per week shall be granted personal days on the following basis after 1 year of service:

Eight(8) Personal Days for one year of service with pay

For those employees hired on or after July 1, 2016 and who average 20 - 30 hours per week shall be granted personal days on the following basis:

Four (4) Personal Days for one year's service with pay

Six (6) Personal Days for three year's service with pay

Eight (8) Personal Days for five year's service with pay

For those employees hired prior to July 1, 2016 and who average 30+ hours per week shall be granted personal days on the following basis:

Fifteen (15) Personal Days for one year's service with pay

For those employees hired on or after July 1, 2016 and who average 30+ hours per week shall be granted personal days on the following basis:

Ten (10) Personal Days for one year's service with pay

Twelve (12) Personal Days for three year's service with pay

Fifteen (15) Personal Days for five year's service with pay

Twenty (20) Personal Days for ten years service with pay

The determination of "average hours per week" will be made by dividing ACTUAL HOURS worked (will not include paid personal days) by 52 weeks. This calculation will be made on a calendar year basis.

All earned Personal Days must be taken in the current calendar year. Days may not be carried over to subsequent years. All personal days will be prorated for employees starting or stopping employment in the middle of the calendar year.

Personal days will be paid at the employee's regular rate of pay.

Personal days are paid as an 8 hour shift for employees who average more than 30 hours per week

Personal days for employees who average 20 – 30 hours per week will be paid on a pro –rated basis based on 3 months work after 1 year of service .

ARTICLE 7 **GRIEVANCES**

Should any grievances arise as to the interpretation of, or adherence to the terms and provisions of this Agreement, the employee affected may either directly, or through the representative of the Union, take the matter up with the Employer in an endeavor to effect a satisfactory settlement. If the Employer and the employee are unable to agree, then the matter shall be referred to the representative of the Union, who shall endeavor to effect a satisfactory settlement with the Employer or his authorized representative. If the representative of the Union and the Employer are unable to agree in the matter of dispute, the parties will request the services of the Bureau of Mediation Services of the State of Minnesota. If the dispute is not resolved at this level, then such dispute or grievance shall be referred to a Board of Arbitration, which is outlined in Article 8 of this Agreement.

ARTICLE 8 **ARBITRATION**

The following procedure shall be followed in selection of an Arbitration Board consisting of three (3) persons. The Employer shall select one person and one person shall be selected by the Union. These two persons shall select a third disinterested person. If said person are unable to agree, then the Director of the Bureau of Mediation Services of the State of Minnesota shall appoint the third person to act on the Arbitration Board.

The three (3) persons so selected shall meet after the selection of the third party and continue to meet until all evidence is presented. The Employer shall pay any expenses incurred by his representative on the Arbitration Board and the Union shall do likewise with any expenses incurred by the Union representative. The Employer and the Union shall pay the expense of the third member of the Board equally.

The Arbitration Board shall receive all evidence and render a decision after hearing such evidence. The majority decision of the Board shall be final and binding on both parties.

ARTICLE 9
UNIFORMS

All employees will be provided a reasonable number of work shirts, aprons and notepads. Employees will be issued one apron upon being hired and will turn it in for a new one if stained or worn. If an employee loses an apron they will be charged \$15.00 for a replacement.

ARTICLE 10
HOLIDAYS

All employees who work recognized holidays will be paid 1 ½ times their regular pay.

New Years Day
Memorial Day
Fourth of July
Christmas Day

Labor Day
Thanksgiving
Christmas Eve Day after 5pm

If the employer chooses to close for the Holiday no employee will be paid unless they choose to use a personal day

ARTICLE 11
MINIMUM WAGE

Any employee now receiving above the minimum wage called for in this Agreement shall not be reduced, nor shall they be reclassified to defeat the purpose of the Agreement.

ARTICLE 12
DISCRIMINATION

No employee shall be discriminated against, and no employee shall be discharged for giving information regarding alleged violations of this Agreement.

ARTICLE 13
WAGE DISCREPANCIES

Employees must file claims for any wage discrepancies within four (4) weeks after receiving paycheck covering period in which alleged discrepancy occurred.

ARTICLE 14
OVERTIME AND HOURS

Employees shall receive (1) one hour of pay for department or staff meetings.

Overtime shall be paid for at the rate of one and one half (1 1/2) times the regular hourly rate of pay for all work performed after eight (8) hours in any one day and forty (40) hours in any one week, whichever is first.

When employees are scheduled or called in to work, they will be guaranteed a minimum of two (2) hours work, at the employees rate of pay for his/her specific classification, or two (2) hours pay in lieu of work as provided in Article 16.

Employees agree to talk to management about getting approval prior to time off.

ARTICLE 15
UNION LEAVE

The Employer agrees to grant the necessary time off without pay to any employee designated by the Union to attend a Labor Convention or to serve in any capacity or other official Union business

ARTICLE 16
WAGE RATES AND CLASSIFICATION

MINIMUM WAGE RATES

Wage rate schedule effective 7/01/2019

	<u>Start</u>	<u>1 Yr</u>	<u>2 Yr</u>	<u>3 Yr</u>	<u>4 Yr</u>	<u>5 Yr</u>	<u>6 Yr</u>	<u>7 Yr</u>	<u>8 Yr</u>
<u>Bartender</u>	<u>11.50</u>	<u>12.00</u>	<u>12.75</u>	<u>13.50</u>	<u>14.75</u>	<u>15.75</u>	<u>16.00</u>	<u>16.50</u>	<u>17.25</u>
<u>Server</u>	<u>10.75</u>	<u>10.95</u>	<u>11.15</u>	<u>11.30</u>	<u>11.45</u>	<u>11.75</u>	<u>12.10</u>	<u>12.40</u>	<u>12.70</u>

Any Bartender who has more than 9 years of service will receive \$1.00 per hour pay increase in each year of the contract.

Any Server who has more than 9 years of service will receive 75 cents per hour pay increase in each year of the contract.

No current employee will receive any reduction in wages by the negotiating and the signing of this Agreement.

Wage rates shall be effective retroactive to July1st 2019

ARTICLE 17
LEAVES OF ABSENCE

The Employer for bona fide reasons of sickness or accident will grant leaves of Absence, for periods of not more than thirty (30) days. In cases where the facts warrant, a licensed physician shall give an extension.

Leaves of Absence shall be given in writing. A copy of all leaves of absence shall be given to the employee, Employer, and the Union. Requests for leaves of absence will be made to the employee's supervisor or manager.

ARTICLE 18
DISCHARGE

No employee will be discharged, suspended or otherwise punished or penalized without first receiving at least one (1) written notice from the Employer. Such notice will explain the Employer's grievance against the employee.

Drinking intoxicating beverages during working hours, intoxication, dishonesty, Theft. Unprofessional conduct. failure to perform job duties in a reasonably efficient manner and/or insubordination are considered just causes for discharge, suspension or other punishment or penalty.

If an employee appears to be under the influence of drugs or alcohol while on duty the employer may require such employee to be tested with all cost for such test to be paid by the employer. Refusal of such test will be grounds for immediate termination.

The employer will have the right to create reasonable work rules which the employees will be expected to follow. The employer will provide a copy of such rules to all employees and the Union before enforcement of such rules.

ARTICLE 19

FUNERAL LEAVE

In the event of the death of a member of an employee's immediate family, he will be entitled to absent himself from work for *three (3) successive calendar days succeeding the day of death*. He will be paid for that portion of his regular week's work which falls within the three day period if he was, under the terms of this Agreement, scheduled to work. In order to qualify for payment under this provision, the employee must actually attend the funeral.

Immediate family is defined to mean husband, wife, mother, father, son or daughter.

If an employee is selected to serve as a pallbearer, he will be allowed time off with pay to perform in this capacity.

ARTICLE 20

Labor Management Meeting

It is agreed there will be at least one (1) Labor Management Meeting to be conducted at a time and place mutually agreed upon. The Union will contact management to request the meeting.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall go into full force and effect and be binding upon the signatories hereto from and after **July 1st 2019**, and shall continue until **June 30th 2022** and thereafter from year to year.

Either party hereto shall, at least sixty (60) days prior to the termination of any yearly period, notify the other party in writing of its intention to reopen or terminate this Agreement.

FOR THE EMPLOYER

UNITE HERE LOCAL 21



Brian Brandt
President UNITE HERE Local 21

Date _____

Date

8-7-2019