

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

KELBER CATERING INC.

AND

UNITE - HERE
LOCAL 17

AUGUST 1, 2018 THROUGH JULY 31, 2023

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This Agreement is made and entered into by and between Kelber Catering, Inc., whose business address is 1301 2nd Avenue South, Minneapolis, Minnesota 55403 hereinafter referred to as the "Employer", party of the first part, and the UNITE HERE Union, Local No. 17 AFL-CIO, the duly authorized collective bargaining agent for the employees covered by this Agreement, hereinafter referred to as the "Union", party of the second part.

WITNESSETH

Whereas: It is the desire of the respective parties hereto to assure a friendly spirit of cooperation between the Employees of the Employer who are now or may hereafter be engaged in the operation of said establishment in the City of Minneapolis, Minnesota 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.

ARTICLE 1 ORGANIZATION, REPRESENTATION AND JURISDICTION

Section 1 - Exclusive Representative - The Employer recognizes the UNITE HERE Union, Local No.17 as the duly authorized bargaining agent for those employees covered by this Agreement.

Section 2 - 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 provision herein.

Section 3 - Copies of Complete Agreement - In the best interest of good labor relations between the Employers and the Union, it is agreed that each Employer will be furnished with two (2) copies of the new agreement to be signed and one (1) to be returned to the UNITE HERE Union, Local No.17.

ARTICLE 2 UNION RIGHTS

Section 1 - Union Visitation - An authorized representative of the Union will be permitted to visit the premises of the Employer at all reasonable times for the purpose of transacting any business of the Union. The Union Representative will notify the Company in advance of such visit. Unless agreed to by the Employer, in writing, such business transactions will not interfere with the operations of the employer or the productivity of its employees.

Section 2 - Union Notices - The Employer agrees to provide space for posting routine Union notices.

Section 3 - Union Buttons - All employees shall be permitted to wear their official union and/or official steward button, provided the button size is no larger than present buttons.

Section 4 - Conventions of Labor - The Employer agrees to grant the necessary time off without pay not to exceed seven (7) days to any employee elected or delegated to attend a labor convention, not to exceed two (2) employees from an establishment per convention or to exceed two (2) conventions annually. The Employer will not be obligated to schedule replacement shifts for employees attending such conventions.

Section 5 - Union Stewards - The Employer recognizes the right of the Union to conduct an election or select from among the employees who are covered by this Agreement an unpaid steward to handle such Union business as may from time to time be delegated to him/her by the Union. The name of such steward(s) shall be reported to the Employer. The Union shall designate the areas for which the steward is responsible. Union stewards employed by the Employer shall be required to fulfill their obligations to the Employer and to perform their job duties as any other employee covered by the Agreement. Union business during working hours, e.g., handling grievances, shall be unpaid time, and shall be conducted in a manner that is not disruptive in any way.

Section 6 - Employee Information - The Employer shall provide, bi-annually, to the Union a updated, electronic bargaining unit list of employees, including name, address, telephone number, email address, classification, date of hire, and seniority date.

ARTICLE 3 MANAGEMENT RIGHTS

Except as is specifically provided for in this agreement, the Employer retains all rights and functions of Management. Without limiting the generality of the foregoing, some examples of Employer Management rights include; the right to determine the number of employees to be employed, the duties of these employees, the nature and places of their work, and all other matters pertaining to management and operation of the facility, including the right to hire, demote, suspend, or discharge for just cause; layoff, promote, assign or transfer employees, to determine the number of employees assigned to any work or any job; to define the hours of work per day or week; to make and enforce work rules for the purpose of efficiency and harmony; to establish and enforce reasonable work rules, including those requested by convention center management; to enforce safe practices and discipline; to continue with all rules (including dress codes) that have been established prior to the signing of this document; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological change; the right to transfer or subcontract work as provided in the contract with the convention center; to establish new jobs and preliminary wage rates for them (subject to subsequent negotiation), to determine the duties and production standards; to combine jobs; to eliminate classifications of work; to require employees for overtime work. The non-exercise by the Employer of any of its rights, including those enumerated in the above examples of Management prerogatives, and also those not herein specifically enumerated, shall not be deemed to be a waiver of any such rights. Except for specific language elsewhere in this agreement, or other limitations of law, the rights of the Employer to manage its business shall otherwise be considered unrestricted and unqualified.

ARTICLE 4 RESPECT AND DIGNITY

Local 17 and the Employer recognize that the workers in the hospitality industry are professional employees deserving of the highest regard. The union, the Employer, the non-union and the union employees will work together to honor the principle of respect and dignity. The Parties and non-union and union employees agree that the continued success and operation of this establishment is dependent upon their mutual respect for one another's work.

ARTICLE 5
UNION SECURITY AND CHECK-OFF

Section 1 - It is hereby understood and agreed by and between the parties that in consideration for services provided by the UNITE HERE Union, Local No. 17, as the exclusive recognized representative of the employees classified herein, that all such employees shall be obligated as a condition of continued employment, to remit each appearance a work permit fee, in lieu of regular Union dues, to UNITE HERE Local 17, 312 Central Ave SE Mpls., MN. 55414. No employee shall be required to become or remain a member of the Union; however, payment of the work permit fee shall be required of each employee as a condition of employment. Any employee wishing to become a regular member of the Union may do so by paying any additional fees required as Union dues and by complying with the conditions for membership specified in the applicable constitution, by-laws, rules and regulations of the Union.

Section 2 - The Employer agrees to check-off and pay to the Union the required dues or work permit fees of employees and to forward same to the Union on or before the twentieth (20th) day of each month, provided, however, that no deductions hereunder shall be made without the written authorization of the employee, which authorization shall be in accordance with the provisions of the Labor Management Relations Act, 1947, as amended.

Section 3 - Union Dues and Appearance Fees - Each employee shall either pay regular monthly dues or have Kelber Catering deduct an appearance fee per function from their daily pay, to be payable to the Union for the individual's account. Appearance fees shall be paid from first function worked, including any work performed by casual labor employees in any existing covered job classification.

ARTICLE 6
SENIORITY

Section 1 - Definition - Seniority shall mean continuous length of service with the Employer in the Captain, Lead and Regular classifications covered by this Agreement, Hereafter referred to as "Priority Employee's" Tier 1, Tier 2, or "Priority". A predetermined number of Priority positions will be available in each classification.

a) Priority Employee Definition -

Priority Employees Tier 1 - shall be those employees who hold seniority on either a Captain, Lead or Regular list and who have full availability for work at Kelber Catering.

Priority Employees Tier 2 - shall be those employees who hold seniority on a Regular list and who work an average 30 hours per week at Kelber Catering. Eligibility will be determined by averaging hours for the previous 12 months.

b) On-Call Employees Definition - On-call employees shall be those employees who work on an On-call intermittent or casual basis for Kelber Catering. On-call employees who wish to move to a posted Priority position shall notify the Employer in writing of that desire. On-Call employees are at-will employees and shall not accrue seniority.

Section 2 - Availability for Work -

- a) Emergency situations (such as a death in the family) will be accepted when notification is given by the employee.
- b) Excessive tardiness and absences, failure to show when work has been accepted, failure to accept work, failure to call in a minimum of two (2) hours prior to the start of a shift if unable to report for duty and one (1) hour for a late arrival for breakfast shifts (shifts beginning before 7:00AM) may be subject to discipline in keeping with the guidelines established in Article 10 of this Agreement.
- c) Priority Employee Tier 1 - Must be available for work when called, given at least three (3) days' notice, barring provable illness, accident or other circumstances beyond the control of the employee.
- d) Priority Employee Tier 2 - Must be available within the hours submitted to the department manager two (2) weeks prior to the first of every month.
- e) Employees will be allowed to request five (5) unpaid "personal time off" (PTO) days annually with at least two (2) weeks' notice. PTO days requested prior to schedule posting shall be considered hours worked for scheduling purposes. Whenever possible, replacement shifts will be scheduled. Request for a personal day off will not be honored for Large Event Days, if those days are identified and posted by the fifteenth (15th) day of the previous month.

Section 3 - Evaluation Period - Any new or rehired Priority employee shall be placed on a fifty (50) working appearances trial or evaluation basis. During which time she/he may be discharged without recourse. Any new or rehired on-call employee shall be placed on a thirty (30) working appearances trial or evaluation basis. During which time he/she may be discharged without recourse.

- a) 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 date 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.
- b) Moving to New Seniority List - Employees who move to a new seniority list shall, upon completion of their evaluation period, accrue seniority on the new list from the first function worked in the new classification. Employees returning to a prior classification shall be "dovetailed" into that seniority list based on their old seniority date within that classification.
- c) Employees who work in more than one (1) classification shall accrue seniority in their primary classification only. They shall be placed on the extra list on the date they advise the Employer that they are available and willing to work in a second classification. Workers may not abandon their scheduled shifts in their primary category to work in a second classification.

Section 4 - Use of Seniority -

Priority Employees - The Employer and the Union agree to recognize seniority in the following areas:

- a) Employees shall be scheduled for a greater number of available hours, based on their classification as a group or when applicable, on their seniority within their respective classifications, than those Employees with less seniority or no seniority.
- b) Employees shall be laid off and returned to work according to their length of service within classification.
- c) Offering of overtime work and requiring in reverse order.
- d) Preference of holidays according to length of service within classification.
- e) Promotion, demotion or transfer to new job openings, provided the employee is qualified to perform the work.
- f) Scheduling of vacation time.
- g) Assignment of work within classifications
 - i. Captain and Lead Employees - Employees in the Captain and Lead classifications shall be scheduled in a rotational manner with the intent of equitable distribution of hours and responsibilities.
 - ii. Regular Employees - Employees in the Regular classifications shall be scheduled based on their seniority within their respective classifications.
 - iii. On-Call Employees - On-call employees shall not accrue seniority. On-Call employees shall be called in to work available hours and functions by the employer at will, but generally, on the basis of the number of shifts accepted in the past six (6) months and ability to do the work, and the employee's disciplinary record.

Section 5 - Reductions and Recalls - If it is necessary to reduce the number of Priority positions, the employee with the least seniority in the job classification affected shall be laid off first. If 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 recalled within the classification.

Section 6 - Bumping - Bumping shall not be permitted except as noted in Section 7 below.

Section 7- Seniority Within a Priority Classification - Employees entering a Priority Position or changing classifications from one Priority Position to another, shall begin their seniority for scheduling on day of entry into the new classification and shall begin accruing hours for purpose of achieving benefits on day of entry into any priority classification. If it is necessary to reduce the number of priority positions within a classification, an employee may exercise any accrued seniority to revert to the classification from which he/she was last transferred.

Section 8 - Continuous Service and Loss of Seniority - The term "continuous" wherever used in this Agreement, is the period of time that begins with the employee's date of hire into a Priority Position. If such service is broken by any of the reasons listed below, continuous service shall commence with the employee's most recent rehire date.

A Priority Employee's seniority/continuous service shall be broken if he/she:

- a) Voluntarily quits, or
- b) Moves to an On-Call position, or
- c) Is discharged for just cause, or
- d) Has not worked for a period of one (1) year, or
- e) Fails to return from an approved leave of absence, or
- f) Has failed to follow attendance protocol as defined in the employee handbook for two (2) consecutive workdays or three (3) times in a ninety (90) calendar day period or
- g) Is absent beyond the leave of absence period granted due to an illness or disability, or
- h) Failure to accept work three (3) times in a ninety (90) calendar day period unless the employee is on an approved leave of absence, vacation or personal day, or
- i.) Excessive absenteeism and/or tardiness as stated in the employee handbook.

Section 9 - Job Postings and Promotions - When a Priority position becomes available, it shall be posted for a minimum of five (5) days. Any employee desiring to move into such position shall notify the Company in writing of such intent. Promotions will be made on the basis of length of service, ability to do the work and past performance. There will be a fifty (50) working appearance evaluation period after which time there will be a review. Should the employee choose not to take the position or is unqualified to do the work, he/she will be returned to the prior position with no loss. The job may be filled from any source on an interim basis during its vacancy.

Section 10 - Seniority Lists - The Employer shall furnish an accurate seniority list detailing the number of Priority positions offered in each classification to the Union within twenty (20) days of the date this Agreement is signed. Thereafter, the Employer shall notify the Union of each employee who has been separated from employment and other such monthly information on employees as has been provided.

- a) There shall be three (3) lists for Banquet Servers: Captain, Regular and Regular Tier 2.
- b) There shall be one (1) list for Bar: Captain.
- c) There shall be two (2) lists for Pantry, and Retail workers: Lead and Regular.
- d) There shall be three (3) lists for Cooks: Lead, Regular and Regular Tier 2.
- e) There shall be three (3) lists for Stewards: Lead, Regular, and Regular Tier 2.
- f) There shall be three (3) lists in the Bakery Dept: Baker Lead, Baker Regular and Baker's Helper.
- g) There shall be two (2) lists for Barista: Lead and Regular.
- h) On-call employees are at-will employees and shall not accrue seniority. However, there shall be an on-call list in the following classifications; Banquet Servers, Bartenders, Pantry, Cooks, Retail, Stewards, Baker, Baker Helper, and Barista.

ARTICLE 7 STRIKES AND LOCKOUTS

Section 1 - It is agreed that there shall be no lockouts or strikes for the term of this contract and any extensions thereof.

Section 2 - 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 Minneapolis Regional Labor Federation and the Teamster Joint Council. It shall, however, be a violation of this Agreement for an employee to refuse to cross a picket line for a strike against a person, firm or corporation which is totally unrelated to the conduct of the Employer's business.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1 - 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, provided, however, if the issue involves loss of wages, it must be raised in writing within fourteen (14) days of the occurrence or of the delivery date of the paycheck.

Step 1 - The aggrieved employee shall first discuss the dispute with his or her immediate supervisor in an attempt to resolve the problem. The employee may request the assistance of the Union Steward/Representative if the employee so desires.

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 discussion with his/her supervisor, file a written grievance with the authorized representative of the Company and will discuss it with him/her.

Step 3 - If not settled at this conference, the Employer shall issue a decision in writing within fourteen (14) days from the time such grievance meeting is adjourned.

Section 2 - 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.

Section 3 - 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.

Section 4 - The time limits of the grievance procedure can be mutually extended by the parties. Such extensions shall be in writing.

Section 5 - Grievances of the Employer against the Union and vice versa will be instituted at Step 2, in accordance with the time limits established in Step 1. The parties will respond in writing per Step 3.

ARTICLE 9 ARBITRATION PROCEDURE

Section 1 - A grievance will be subject to arbitration only if it is processed through the grievance procedure as outlined above. 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.

Section 2 - The parties will select an Arbitrator according to the following procedures:

a) Selection of Arbitrator - 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. The Impartial Arbitrator will then be selected by the parties alternately striking off names from the list until one remains. The selection of the Arbitrator shall be made within thirty (30) 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 employees.

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 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, except that retroactive wages lost shall not be awarded if the grievance was not submitted by the aggrieved party to the other party in writing within fourteen (14) working days of its occurrence. 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. 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.

ARTICLE 10 DISCIPLINE AND DISCHARGE

Section 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, illegal drug use or possession of a controlled substance or a more serious violation of the Employer's rules, the preceding progressive discipline need not apply. Incompetence, insubordination, dishonesty or any other behavioral patterns unbefitting the responsibility attendant with employees' position may be punishable by discipline up to and including loss of job or by legal prosecution as the situation demands.

Section 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 signed by the employee. Such signature shall in no way be an admittance of wrongdoing on the part of the employee. A copy of such reprimands, and/or notices shall be given to the employee and the Union.

Section 3 - Suspensions and Discharges - All suspensions and discharges will be in written form and copies will be mailed, emailed or faxed 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.

Section 4 - Disciplinary Meetings - In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have an unpaid Union Steward and/or Union Representative present. If the Union Steward is present at the request of the Employer, the Union Steward shall be on paid time.

Section 5 - 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.

Section 6 - Employee Handbook - At the time of hire, Employees shall receive an Employee Handbook containing the Employer's rules. Any changes or additions shall be posted on the employee bulletin board near the time clock until the next printing of the Employee Handbook. The Employer's rules shall not conflict with this Agreement.

Section 7 - Retirement of Warning Notices - Written warning notices shall not be used as a basis for discipline after a period of twelve (12) months provided there have been no other written notices of a similar nature.

Section 8 - Personnel Files – Minnesota Personnel Record Review and Request Act.

ARTICLE 11 MINIMUM WAGE AND NO-REDUCTION

Section 1 - Minimum Rates - With the exception of a negotiated change to a system of calculating compensation or scheduling procedure any employee now receiving above the minimum wage called for in this contract shall not be reduced nor shall they be reclassified to defeat the purpose of this Agreement.

Section 2 - No Reduction - With the exception of a negotiated change to a system of calculating compensation or scheduling procedure there shall be no reduction of wages or direct cost item fringe benefits now prevailing, which are higher or more favorable than those specified in this Agreement or by Agreement otherwise reached between the parties and by past practice.

Section 3 - Merit Increase - The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage. Merit increases will be by individual, not classification.

Section 4 - New Classifications - When the Employer establishes a new job classification within the scope of this Agreement, the rate of pay for the new job classification shall be subject to negotiation with the Union. If the parties fail to reach an agreement, the matter shall be pursued through the Grievance and Arbitration Procedures.

Section 5 - Combination Work - All combination work shall be paid at the highest scale of wages for the work performed. A job shall be classified as combination work when job duties are such that two (2) or more classifications are so integrated as to comprise one job.

ARTICLE 12 HOURS OF WORK

Section 1 - Split Watch - The Employer agrees to eliminate the split watch in all departments as much as possible, however, employees who work a split watch shall not be required to work beyond twelve (12) consecutive hours. Employees electing not to work beyond 12 hours must give notice to the Employer at the time the schedule is posted. Requests made later than noon on Friday will be considered a shift refusal.

Section 2 - Split Shift - 12 Hour Option - No employee shall be required to accept work in excess of twelve (12) hours if the employee is scheduled to work the following day. Employees electing not to work a shift longer than 12 hours must notify the Employer at the time the schedule is posted. Requests made later than noon on Friday will be considered a shift refusal.

Section 3 - Lapse Time Between Splits - If an employee is scheduled to work a split shift and there is one (1) hour or less between shifts, such employee shall be paid for the one (1) hour.

Section 4 - Shift Cancellation - Whenever possible, an employee shall not be given less than seventy-two (72) hours' notice of a shift cancellation.

Section 5 - Relief Breaks - Employees shall be entitled to ten (10) minute relief breaks on the following schedule:

4 hours	one 10-minute break
6 hours + lunch	one 10-minute break
6-8 hours, no lunch	two 10-minute breaks
6-8 hours + lunch	one 10-minute break
8+ hours	two 10-minute breaks

Section 6 - Medical and Dental Appointments - Employees shall make every effort to schedule appointments around their normal work schedule and will give the scheduling manager approximately two (2) weeks advance notice, whenever possible, to avoid losing scheduled work. Should this not be possible, the employer will attempt, but cannot guarantee to make up for any hours lost as a result.

Section 7 - 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 four (4) hours work or four (4) hours pay, provided, the employee is available for work for the full period of time required. Employees volunteering to leave shall not be entitled to report in pay.

Section 8 - Mandatory Banquet Staff Meeting Pay - Banquet Staff shall be paid for the three (3) hour minimum at their base rate plus \$5.00 per hour when scheduled for a mandatory meeting.

Section 9 - Overtime Work – Non-Commissioned and Bar Staff employees shall receive overtime pay for all hours worked in excess of forty hours (40) in a workweek. For purposes of calculating overtime, meal periods will not be considered time worked, up to 2½ hours per week. Overtime will be offered to the most senior person(s) in the classification when other employees are not available at the straight time hourly rate. Employees shall not have their posted schedules changed if they have been offered and worked additional short-notice hours earlier in the work week. This shall not affect the employer's ability to cut employees who are on overtime in favor of employees who are on straight time at the end of the shift. Commissioned Banquet employees shall not receive overtime as allowed under the Fair Labor Standards Act (FLSA).

Section 10 - Consecutive Days - No employee shall be required to accept work on more than seven (7) consecutive days without a day off. Employees electing not to work more than 7 days in a row must notify the Employer at the time the schedule is posted. Requests made later than noon on Friday will be considered as a shift refusal.

Section 11 - Posting of Schedules - The Employer shall post the following work week schedule, by 5:00 pm, 4 days in advance of the beginning of the work week. It is the employee's responsibility to check the posted schedule for changes. The Employer will make a reasonable effort to alert employees of any changes.

Section 12 - Monthly Calendar - The Employer shall post a monthly calendar showing scheduled events and proposed events. Such calendar will be posted to give as much advanced notice as possible, however, in no case shall it be posted less than 3 weeks prior to the start of the scheduled month.

ARTICLE 13 MEALS

Section 1 - Meals Provided - The Employer shall furnish to the employees; One (1) meal at no cost and a paid one-half (1/2) hour meal period for an Employee who works a shift in which a meal was served and is at least six (6) hours in duration. Commissioned Banquet and Barista attendant employees shall be furnished an unpaid uninterrupted thirty (30) minute meal period which will be automatically deducted. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire thirty (30) minute meal period. Employees who work less than a six (6) hour shift are not entitled to a meal or a paid meal period. If a meal is made available, it shall be unpaid and a thirty (30) minute period shall be deducted.

ARTICLE 14 UNIFORMS

Section 1 - Uniforms - Uniforms will be required and supplied based on the following procedure:

Priority Employees

- i. Priority Employees – Employees shall be issued uniforms. Up to five (5) uniforms may be issued based on the average days worked per week by classification, calculated annually. Uniforms will be maintained by the Employee. Worn out or stained uniforms will be replaced as normal need arises. Excessive wear and tear, intentional misuse or excessive lost items will result in replacement charges.
- ii. Priority Employees - Employees in these classifications (Retail, Dunn Bros, Banquets, and Stewarding) shall be provided a one hundred (\$100.00) dollar annual allowance for purchase of pants (color and style designated by Employer); shirts and aprons will be issued daily. Hats will be issued annually. Uniform pants and hats will be maintained by the Employee. Worn out or stained uniforms will be replaced as normal need arises. Excessive wear and tear, intentional misuse or excessive lost items (hats) will result in replacement charges.
- iii. On-call Banquet, Retail, Dunn Bros, and Bar Employees – Employees in these classifications shall be responsible for reporting to work in an appropriate uniform, designated by the Employer. Employees may purchase some uniform pieces on site, at a subsidized cost, available through payroll deduction.

- iv. On-call Pantry and Stewarding Employees - Employees that average at least thirty (30) hours per week shall be issued up to five (5) uniforms tops based on the average days worked per week by classification, calculated annually. Uniforms will be maintained by the Employee. Worn out or stained uniforms will be replaced as normal need arises. Excessive wear and tear, intentional misuse or excessive lost items will result in replacement charges. Employees may purchase, on site, uniforms at a subsidized cost, available through payroll deduction.

ARTICLE 15 HOLIDAYS

Section 1 Holidays Worked - All priority and on call employees who work on a recognized holiday shall be paid one and one half (1½) times their regular base rate of pay for all work performed during shifts that begin on that day.

Section 2 Recognized Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

ARTICLE 16 PAID TIME OFF/VACATION

Section 1 Vacations - All employees who hold a priority position shall earn Paid Time Off (PTO) benefits on the following basis:

- a) Initial Eligibility – Priority employees are eligible for PTO following 90 days of employment or immediately, in the event the employee has 90 days of employment in a previous position.
- b) Ongoing Eligibility – Ongoing eligibility will be awarded on the following schedule at the beginning of each calendar year after achieving eligibility, unless seniority is broken. The Employer shall notify employees of their available PTO benefits by January 15th of each year.
- c) Priority Employees shall earn PTO as follows:

Benefit Year 1	48 hours paid PTO	Not eligible for pay out or rollover
Benefit year 2	80 hours paid PTO	Eligible for pay out if employee worked 3600 hours in a priority position as of January 1 of the current year
18,000 Hours	80 hours paid PTO, plus one (1) additional week PTO	
	based on average work week	
27,000 hours	80 hours paid PTO, plus two (2) weeks additional PTO	
	based on average work week	

- b) Priority Employee Tier 2 - shall earn PTO as follows:

Benefit Year 1	48 hours paid PTO	Not eligible for pay out or rollover
Benefit year 2	80 hours paid PTO	Not eligible for pay out or rollover
Subsequent years	80 hours paid PTO	Not eligible for pay out or rollover

Section 2 – Rate of PTO - The PTO rate for Priority employees in a commissioned position shall be calculated by dividing the total gross wages, by the number of hours paid in the preceding year, less any overtime hours or earnings. Non-commissioned employees will be paid at their current hourly base rate.

Section 3 – PTO Hours - The average weekly hours in a Priority position, paid as PTO exceeding the first 80 hours, after reaching 18,000 hours, shall be calculated by dividing the total hours paid in the preceding year by 52 for the average weekly hours. The average weekly hours shall be multiplied by the number of eligible weeks of leave earned, to a maximum of forty (40) hours per week. (See above schedule).

- Grandfathered Priority employees with two (2) weeks or more PTO will continue under previous CBA language.

a) PTO hours must be used in a minimum of four (4) hour increments.

Section 4 - PTO Scheduling -

- i. Employees wishing to utilize seniority for purposes of vacation (PTO) scheduling shall submit their requests in writing three (3) months prior to requested date(s).
- ii. Requests made within three (3) months for the same or overlapping periods will be granted on a "first come, first served" basis. Requests must be made by noon Monday of the week preceding when the requested day(s) fall. Managers will respond within five (5) days, to the employee. Vacation requested prior to schedule posting shall be considered hours worked for scheduling purposes and shall not exceed employee average weekly eligible hours when combined.

It is acknowledged that due to staffing needs, all requests may not be honored and generally only one employee within each seniority classification will be allowed to go at any given time. Such requests will not be unreasonably denied. Vacation scheduling shall be done within classifications:

Section 5 -PTO Pay Out –

- i. Employees shall be allowed to use earned PTO for a personal need during the year. PTO paid out when combined with hours worked shall not exceed employee average weekly eligible hours. Requests must be submitted to department manager for submittal to payroll prior to end of business of the Friday preceding payroll.
- ii. Any PTO pay, earned but not used at the end of the calendar year in which it was accrued shall be paid to the employee over the final days of the calendar year. (See Article 16, Section 1, C, Section 3)

Section 6- PTO Pay upon Termination- Terminating Priority employees who are entitled to paid PTO shall receive such PTO pay provided they give the Employer one (1) weeks' notice of their intent to quit. PTO hours cannot be used in conjunction with, or in lieu of, a one (1) week notice. Employees who are terminated for just cause shall forfeit their PTO pay.

Section 7 - Year to Date Hours - YTD information may be obtained via employee access to the secure online employee self-service payroll site currently, www.payentrv.com.

Section 8 – On-call Sick Safe Time (SST) – Following ninety (90) days of employment, employees who hold an On-call position shall earn SST as follows:

- a) One (1) hour paid SST shall be earned for every thirty (30) hours worked. On-call employees may accrue up to forty-eight (48) hours per year with carry-over from year to year of a maximum eighty (80) hours. Accrued hours are not eligible for cash pay-out. SST hours must be used in a minimum of four (4) hour increments and paid at base rate.

ARTICLE 17 LEAVES OF ABSENCE

Section 1 - Medical and Family Leave - Employees who have completed working ninety (90) days service shall be granted unpaid personal medical leave for up to one (1) year when they are unable to perform the functions of their position. Unpaid personal medical leave will run concurrently with and count towards any leave the employee is otherwise entitled to under the "FMLA". Employees shall also be granted up to twelve (12) weeks of unpaid FMLA when they are needed to care for a son, daughter, spouse or parent with a serious health condition. If medically necessary, as defined under FMLA, medical leave may be taken on an intermittent or reduced schedule basis.

Medical certification shall not be required for illness or injuries requiring medical leaves of up to three (3) days duration, except in cases of employees that have excessive attendance issues. For longer leaves, the Employer may require medical certification to support a claim for medical leave for an employee's own serious health condition or to care for a family member with a serious health condition. For medical leaves in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day period.

Employees ready to return to work from a personal medical leave in excess of three (3) days shall furnish the Employer medical certification that they are physically able to perform the duties of their job. The Employer will have up to seven (7) days after such notification in which to reinstate the employee provided there is an opening commensurate with the employees' seniority rights.

Section 2 - Parenting Leave - Employees shall be granted up to six (6) months unpaid child care leave in connection with the birth, adoption, or placement of a child in foster care. When possible, employees shall give the Employer at least thirty (30) days' notice before the date such leave is to begin.

Section 3 - Leaves for Personal Reasons - Employee may be granted leaves of absence for extraordinary personal or family reasons, not to exceed six (6) months when such leave is requested in writing. Leaves will not be granted for the purpose of pursuing other employment.

Section 4 - Military Leave - A priority 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.

Section 5 - Leaves for Union Business - In the event that an employee is elected to a position of full-time service with the Union, the employee shall continue to accrue her/his seniority during the period of leave. Upon completion of service in the Union the employee shall be returned to her/his former job as provided in the Return from Leave Section provided the employee notifies the Employer or such a return within ninety (90) calendar days after completion of union service.

Section 6 - Return from Leave - Any employee returning from an authorized leave as above shall return to their previously held job provided the job has not been abolished and the employee is qualified.

Section 7 - Seniority Accrual - Seniority shall continue to accrue during all approved leaves of absence except personal leaves longer than thirty (30) days.

Section 8 - Leaves for Jury Duty - After completing the regular probationary period, an employee who is called for Jury Duty shall be excused from work for the days on which he serves. He shall receive, for each day of Jury Duty on which he otherwise would have worked, the difference between his current, daily earning and the payment he receives for Jury Duty service. The employee must present proof of having served on the Jury and substantiate the amount received.

Section 9 - Funeral Leave - All priority employees, exclusive of probationary, are eligible for funeral pay and leave, when an employee's bereavement involves death in her/his immediate family, subject to the following conditions:

- a) Maximum Pay - Maximum funeral pay shall be two (2) days immediately preceding and/or including the funeral day, if the funeral is within 250 miles of Minneapolis and not more than three (3) days for time lost, if the funeral services are more than 250 miles from Minneapolis. Employees shall be paid within these limits only for time actually lost at employee's regular hourly rate, not to exceed eight (8) hours per day.
- b) Attendance and Notice - An employee must actually attend the funeral service of a member of her/his immediate family, which includes only wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparent or grandchild. An employee must also notify the Employer of the need for funeral leave and, afterwards, of the facts of the funeral leave.

Section 10 - Leave Benefits - In the case of FMLA leaves, the Employer shall make sufficient group health insurance contributions as determined by the Local 17 Hospitality Trust Fund ("Fund") to pay for the employee's group insurance coverage for up to twelve (12) weeks of leave. The Fund shall make available group health insurance to employees at their own expense for any portion of a FMLA leave in excess of twelve (12) weeks.

In the case of other leaves which would-result in loss of group health insurance coverage, the Fund shall make available group health insurance to employees for the duration of the leave at their own expense. Failure to pay a notice from the Fund will result in loss of coverage.

Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves other than personal leaves. Employees shall retain pre-leave seniority, but shall not accrue seniority during personal leaves in excess of thirty (30) days. Failure to return to work after an authorized leave of absence shall result in complete loss of seniority rights and shall be deemed voluntarily terminated.

Employees shall not accrue vacation during leaves in excess of thirty (30) days.

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 FMLA.

Section 11 - Coordinate 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. All leaves taken under the terms of this agreement shall run concurrently with any leaves provided under Federal, State and Local laws.

Section 12 - Misrepresentation - An Employee who misrepresents the purpose of their leave will be subject to discipline up to and including termination.

ARTICLE 18 HEALTH AND WELFARE

Section 1 - Employer Contributions - The Employer under this Agreement agrees to remit not later than the twentieth (20th) 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 **\$510.00** 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 Section 3 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 agrees to pay **80%** of any monthly contribution increase and the Employees shall be responsible for **20%** of any monthly contribution increase.

Section 2 - Employee Contributions - Employees covered under the Plan must pay **\$102.00** per month (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.

Section 3 – Eligibility h Employees are eligible for Fund benefits after they have worked three (3) consecutive months with 75 hours per month, in a Priority position. The_hEmployee must designate on the Enrollment Card at the time of hire, their option of accepting or rejecting benefits. The Employer agrees to pay the contribution amount in the fourth (4th) month following the Employee's third (3rd) work month of 75 hours per month or more, as stated in Section 1. When payment is received in the fourth (4th) month, then the Employee's coverage will begin in the fifth (5th) month. Eligibility is maintained by working 75 hours per month or more thereafter. Monthly hours shall be averaged over the preceding three (3) months on a rolling average.

Section 4 - 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 2 or Section 5.

Section 5 - Self-Pay - All eligible Employees, as determined by Section 3 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 Employee.

Section 6 - Failure to Self-Pay - Employees who do not make their self-payments will lose coverage and have to re-qualify for benefits in accordance with Section 3 above.

Section 7 - 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.

Section 8 - 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.

Section 9 - 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 20th 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:
- i. The principal amount of the Employer's delinquency;
 - ii. The attorney fees and costs incurred by the Fund in collecting the contributions;
 - iii. 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.

Employer reserves the right to re-open this section of the Health and Welfare issue upon the completion and initiation of any government reform legislation that would cause the employer additional financial burden, or which would shift some or all of the cost of compliance to the government with no significant loss of benefits to the employee.

ARTICLE 19 401K Plan

1. Initial Eligibility - Employees shall be entitled to participate in the Plan in the quarter next following completion of two-hundred twenty-five (225) hours of employment in any three (3) consecutive calendar month periods.
2. Ongoing Eligibility - Once an employee becomes eligible, they may continue contributing to the plan regardless of the number of hours worked until there is a break in service.
3. Employer Matching Funds - The Employer will match 25% of Employee deferrals up to a maximum of 6%. However, Employees will be allowed to contribute up to 15% of their income.

ARTICLE 20 AFFIRMATIVE ACTION

The Union and the Employer covered by this contract are mutually aware of the fact that the Employer is a contractor with the City of Minneapolis; as such the Employer is required to, and has, conformed with the requirements of Chapter 139 of the Minneapolis Code of Ordinances and of the Affirmative Action Management Program as set forth in said ordinance.

This ordinance has been complied with by the Employer and the Employer has filed and received approval from the Department of Civil Rights for the City of Minneapolis of a Plan dated September 2017, the latest Plan date.

ARTICLE 21
DRUG AND ALCOHOL TESTING

The Employer reserves the right to impose the Drug and Alcohol testing policy as provided in the Employee Handbook.

ARTICLE 22
SAVINGS CLAUSE

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

ARTICLE 23
DURATION

Section 1 -Successor Clause- The terms and provisions of this Agreement covers work performed by the employees of the establishment and shall bind all sub lessee, assignees, purchasers, or other successors to the business to such terms, provisions and benefits to which the employees are and shall be entitled to under this Agreement.

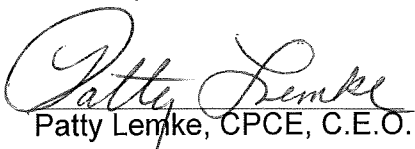
Section 2 - Retroactivity - On the re-opening of the Agreement for revisions it is agreed that the retroactivity of any wage increase shall be the first order of business to be disposed of in the negotiations of such revisions.

THIS AGREEMENT shall go into force and effect and be binding upon the signatories hereto from and after the 1st day of August, 2018 and continue through the 31st day of July, 2023 and thereafter from year to year unless either party hereto shall at least sixty (60) days previous to the termination of any yearly period notify the other party in writing of its intention to re-open this AGREEMENT.

Signed this 13 day of December, 2018.

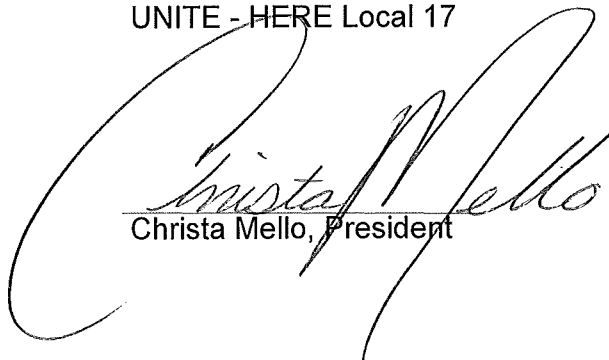
FOR THE EMPLOYER:

Kelber Catering, Inc.
1301 2nd Avenue South
Minneapolis MN 55403


Patty Lemke, CPCE, C.E.O.

FOR THE UNION:

UNITE - HERE Local 17


Christa Mello, President

APPENDIX "A"
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, 2000, but subject to change by Trustee action during the term of this Agreement.

Each eligible employee electing Health, Dental, Life and Disability Insurance will be provided the following benefits:

- a) Weekly Disability Pay - For those who elect coverage, a weekly disability benefit of \$100 is payable 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.
- b) Life Insurance Benefit - A \$5000 Group Life plus an additional \$5000 Accidental Death and Dismemberment Policy is provided for those who elect coverage.

A summary Plan Description is available; please contact the Fund office at:

LOCAL 17 HOSPITALITY TRUST FUND
WILSON-MCSHANE
3001 METRO DRIVE, SUITE 500
BLOOMINGTON, MINNESOTA 55425
952-854-0795

EMPLOYEES REJECTING COVERAGE WILL HAVE NO INSURANCE COVERAGE.

Appendix B

Schedule of Wages for Culinary, Retail and Dunn Brothers Workers

8/1/2018 8/1/2019 8/1/2020 8/1/2021 8/1/2022

Lead: Steward, Retail

1st 500 Hours	14.03	14.52	15.03	15.56	16.10
501 to 1000	14.53	15.03	15.56	16.11	16.67
1001 to 1500	15.08	15.61	16.15	16.72	17.30
1501 to 2000	15.58	16.13	16.69	17.28	17.88
2001 to 3000	16.62	17.20	17.80	18.42	19.07
3001 to 4000	17.29	17.90	18.53	19.17	19.85
4001 +	17.96	18.59	19.24	19.91	20.61

Regular: Steward, Retail, Pantry

1st 500 Hours	13.41	13.88	14.37	14.87	15.39
501 to 1000	13.87	14.36	14.86	15.38	15.92
1001 to 1500	14.39	14.89	15.41	15.95	16.51
1501 to 2000	14.85	15.37	15.91	16.46	17.04
2001 to 3000	15.32	15.85	16.41	16.98	17.58
3001 to 4000	15.80	16.35	16.93	17.52	18.13
4001 +	16.28	16.85	17.44	18.05	18.69

On-call: Steward, Retail, Pantry

1st 500 Hours	13.15	13.61	14.08	14.58	15.09
501 to 1000	13.61	14.08	14.58	15.09	15.62
1001 to 1500	14.11	14.61	15.12	15.65	16.19
1501 to 2000	14.56	15.07	15.60	16.14	16.71
2001 to 3000	15.03	15.56	16.10	16.67	17.25
3001 to 4000	15.49	16.03	16.59	17.18	17.78
4001 +	15.97	16.53	17.11	17.71	18.33

Lead: Cook, Baker, Pantry

1st 500 Hours	19.16	19.69	20.23	20.79	21.36
501 to 1000	19.65	20.19	20.74	21.31	21.90
1001 to 1500	20.09	20.64	21.21	21.79	22.39
1501 to 2000	20.55	21.12	21.70	22.29	22.91
2001 to 3000	21.41	22.00	22.61	23.23	23.87
3001 to 4000	22.06	22.67	23.29	23.93	24.59
4001 +	22.72	23.34	23.98	24.64	25.32

Regular: Cook, Baker

1st 500 Hours	17.99	18.49	18.99	19.52	20.05
501 to 1000	18.46	18.97	19.49	20.03	20.58
1001 to 1500	18.94	19.46	19.99	20.54	21.11

1501 to 2000	19.65	20.19	20.74	21.31	21.90
2001 to 3000	20.23	20.79	21.36	21.95	22.55
3001 to 4000	20.90	21.47	22.06	22.67	23.29
4001 +	21.55	22.14	22.75	23.37	24.02

On-call: Cook, Baker

1st 500 Hours	17.49	17.97	18.46	18.97	19.49
501 to 1000	17.92	18.41	18.92	19.44	19.97
1001 to 1500	18.39	18.90	19.42	19.95	20.50
1501 to 2000	18.83	19.35	19.88	20.43	20.99
2001 to 3000	19.65	20.19	20.74	21.31	21.90
3001 to 4000	20.28	20.84	21.41	22.00	22.61
4001 +	20.91	21.48	22.08	22.68	23.31

Lead: Barista

1st 500 Hours	12.02	13.09	14.16	15.22	16.03
501 to 1000	12.44	13.55	14.65	15.76	16.59
1001 to 1500	12.90	14.05	15.19	16.34	17.20
1501 to 2000	13.33	14.51	15.69	16.88	17.77
2001 to 3000	13.77	14.99	16.21	17.44	18.35
3001 to 4000	14.22	15.48	16.75	18.01	18.96
4001 +	14.69	15.99	17.30	18.61	19.59

Regular:
Barista

1st 500 Hours	11.48	12.50	13.52	14.54	15.30
501 to 1000	11.78	12.83	13.87	14.92	15.71
1001 to 1500	12.08	13.16	14.23	15.30	16.11
1501 to 2000	12.38	13.48	14.59	15.69	16.51
2001 to 3000	12.69	13.81	14.94	16.07	16.92
3001 to 4000	12.99	14.14	15.30	16.45	17.32
4001 +	13.29	14.47	15.65	16.83	17.72

On-call: Barista

1st 500 Hours	11.25	12.25	13.25	14.25	15.00
501 to 1000	11.55	12.58	13.60	14.63	15.40
1001 to 1500	11.85	12.90	13.95	15.00	15.79
1501 to 2000	12.14	13.22	14.30	15.38	16.19
2001 to 3000	12.44	13.54	14.65	15.75	16.58
3001 to 4000	12.73	13.87	15.00	16.13	16.98
4001 +	13.03	14.19	15.35	16.50	17.37

Longevity Premium

All non-commissioned staff with 4001+ hours will receive an additional
\$.25 per hour longevity premium

APPENDIX "C"
SCHEDULE OF CATERING, BANQUETS, BARISTA HOST & BAR
BASE WAGE & COMMISSIONS
Effective 08-01-2018

Base wage for Catering Staff

CAPTAIN	REGULAR	ON-CALL
Minimum Wage+ \$2.00	Minimum Wage + \$.25	Minimum Wage

Weekly Commission Pool for Catering Staff -

In addition to the hourly rate, all Group "A" Catering Staff will receive an hourly cut of the weekly pool. Group "B" (16 & 17-year-old servers) will receive a 50% hourly cut of the weekly pool.

The commission pool will be calculated on the following basis:

- Weekly, the appropriate receipts multiplied by the applicable percentage will be totaled and divided by the total Catering Staff hours to determine the hourly commission amount.

Commission Percentage
12.5 %

Base wage for Barista Host

Minimum Wage

The commission pool will be calculated on the following basis:

- Weekly, the appropriate receipts multiplied by the applicable percentage will be totaled and divided by the total Barista Staff hours to determine the hourly commission amount.

Commission Percentage
12.5 %

Base wage for Bartender Staff

CAPTAIN	REGULAR	ON-CALL
Minimum Wage+ \$6.00	Minimum Wage	Minimum Wage

In addition to the hourly rate, Bartenders shall receive a per event host bar commission share based on the following:

Host Bar Service Charge to Bar Staff split equally by all bar staff working the event, including bar backs.

Commission Percentage
13.50%

Host Bar Service charge subject to a minimum of \$50.00- (No Minimum on Host/Cash Combination Bars or Cash bars.

Host commission bottled wine sales:
2%

The commission pool will be calculated on the following basis:

- The appropriate receipts multiplied by the applicable percentage will be totaled and divided by the total Staff/Staff hours to determine the hourly commission amount.

Commission schedules above (Article "C") are based on the total Service Charge of 22%. If the Service Charge is increased, it shall be split proportionately.