

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

KELBER CATERING INC.

AND

UNITE HERE LOCAL 17

AUGUST 1, 2023 THROUGH
JULY 31, 2028

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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**

1.1 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.

1.2 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.

1.3 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**

2.1 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 a 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.

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

2.3 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.

2.4 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.

2.5 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 them 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.

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

5.1 Dues and Fees - 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 per event dues, in lieu of regular Union dues, to UNITE HERE Local17, 312 Central Ave SE Mpls., MN. 55414. No employee shall be required to become or remain a member of the Union; however, payment of per event dues 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.

5.2 Check-Off - The Employer agrees to check-off and pay to the Union the required regular monthly dues or per event dues 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.

5.3 Maintenance of Check-Off - The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the employee regarding renewal and revocation, as permitted by the authorization and applicable law.

5.4 Electronic Authorization - The Union will provide the Employer with a written or electronic application form completed by the Employee authorizing the Employer to take dues deductions. Employees may express such authorizations by submitting to the Union a written application form, or by submitting to the Union an online deduction authorization, conditional upon the same being allowable under local, state, and federal law.

5.5 Employee Information - The Employer shall provide each month to the Union an updated electronic bargaining unit list of employees including name, address, telephone number (home and mobile), union assigned employee identification number, email address (where applicable), classification, date of hire, and seniority date. The Union will provide a secure portal for uploading employee data.

5.6 Voluntary Checkoff of Political Contributions - The Employer agrees to deduct from the wages of its employees who are members of the Union and who have voluntarily authorized such contributions on forms provided for that purpose, contributions to the Union's separate segregated political funds. The amounts deducted pursuant to such authorization shall be transmitted monthly together with a list of names of employees from whom deductions were made. Such sums shall be transmitted separately and apart from any dues money.

The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other terms of liability that may arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

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

ARTICLE 6 SENIORITY

6.1 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" Tier1, 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 of thirty (30) hours per week at Kelber Catering. Eligibility will be determined by averaging hours for the previous twelve (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 shall not accrue seniority.

6.2 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 7:00 A.M.) 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 personal days 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.

6.3 Evaluation Period - Any new or rehired Priority employee shall be placed on a fifty (50) working appearances trial or evaluation basis. During which time they 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 they 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.

6.4 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. The Employer has the right to offer and schedule On-Call employees. They shall be called in to work available hours and functions 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. On-Call employees shall be notified of position information and subsequent changes.

6.5 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.

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

6.7 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 they were last transferred.

6.8 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 for 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 they:

- a) Voluntarily quits,
- b) Moves to an On-Call position,
- c) Is discharged for just cause,
- d) Has not worked for a period of eighteen (18) months or more,
- e) Fails to return from an approved leave of absence,
- 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
- g) Is absent beyond the leave of absence period granted due to an illness or disability,
- 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,
- i.) Excessive absenteeism and/or tardiness as stated in the employee handbook.

6.9 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, they 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.

6.10 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 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

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

7.2 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

8.1 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 their 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 their supervisor, file a written grievance with the authorized representative of the Company and will discuss it with them.

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.

8.2 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.

8.3 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.

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

8.5 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.

8.6 Effect of Failure to Appeal – Any grievance not appealed to a succeeding step with the time limits specified shall be deemed abandoned and not entitled to further consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced.

ARTICLE 9 **ARBITRATION PROCEDURE**

9.1 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.

9.2 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) Mediation - After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Services (FMCS) at no cost to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator.

c) 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.

d) 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.

e) 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.

f) 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. Their 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 their judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

ARTICLE 10 **DISCIPLINE AND DISCHARGE**

10.1 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 unbecoming 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.

10.2 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 a 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.

10.3 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.

10.4 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.

10.5 Interpreter - Upon the request an employee, the Employer shall endeavor to provide interpreters for employees not fluent in English during any investigative interview that may lead to discipline or discharge. The Union shall endeavor to provide an interpreter if the Employer does not have someone available.

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

10.7 Confidentiality - The Employer may decline to give an employee the name of the complaining party, but must divulge such information (a) to the Union at the time of discipline, which information the Union shall keep confidential, and (b) to the employee at an arbitration hearing if so directed by the arbitrator.

10.8 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.

10.9 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.

10.10 Personnel Files – Minnesota Personnel Record Review and Request Act.

ARTICLE 11

MINIMUM WAGE AND NO-REDUCTION

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 Statement of Wages - The Employer agrees, if requested, to furnish to each employee, at the time of payment of wages, an itemized statement in writing showing gross wages paid and all deductions from such wages.

ARTICLE 12

HOURS OF WORK

12.1 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 twelve (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.

12.2 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 twelve (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.

12.3 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 an employee shall be paid for the one (1) hour.

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

12.5 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

12.6 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.

12.7 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.

12.8 Mandatory Banquet Staff Meeting Pay - Banquet Staff shall be paid for the three (3) hour minimum for in person meetings and one and a half (1.5) hour minimum for on-line trainings at their base rate plus six dollars (\$6.00) per hour when scheduled for a mandatory meeting.

12.9 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 two and one half (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).

12.10 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 seven (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.

12.11 Posting of Schedules - The Employer shall post the following work week schedule, by 5:00 pm, four (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.

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

ARTICLE 13
MEALS

13.1 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

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

- 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 needs arise. 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 and fifty (\$150.00) 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 needs arise. 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 needs arise. 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

15.1 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.

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

15.3 Floating Holiday – All Priority 1 employees shall receive one (1) floating holiday to be used during the calendar year.

ARTICLE 16
PAID TIME OFF/VACATION

16.1 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 ninety (90) days of employment or immediately, in the event the employee has ninety (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

16.2 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.

16.3 PTO Hours - The average weekly hours in a Priority position, paid as PTO exceeding the first eighty (80) hours, after reaching 18,000 hours, shall be calculated by dividing the total hours paid in the preceding year by fifty-two (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.

16.4 PTO Scheduling -

- 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).
- 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:

16.5 PTO Pay Out -

- Employees shall be allowed to use earned PTO for personal needs during the year. PTO paid out when combined with hours worked shall not exceed employee average weekly eligible hours. Requests must be submitted to the department manager for submittal to payroll prior to end of business of the Friday preceding payroll.
- 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)

16.6 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.

16.7 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.

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

- 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.
- Employees must notify the employer of their intent to use SST by Monday of any payroll week.

ARTICLE 17
LEAVES OF ABSENCE

17.1 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 leave 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 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.

17.2 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.

17.3 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.

17.4 Military Leave - A priority employee who enters the Armed Forces of the United States shall have the right to reinstatement to their former position as may be required by law.

17.5 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 their seniority during the period of leave. Upon completion of service in the Union the employee shall be returned to their 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.

17.6 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.

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

17.8 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.

17.9 Funeral Leave - All priority employees, exclusive of probationary, are eligible for funeral pay and leave, when an employee's bereavement involves death in their 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 two hundred and fifty (250) miles of Minneapolis and not more than three (3) days for time lost if the funeral services are more than two hundred and fifty (250) miles from Minneapolis. Employees shall be paid within these limits only for time actually lost at the 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 their 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.

17.10 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 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.

17.11 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.

17.12 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

18.1 Trust Language – Effective April 1, 2023, the Employer agrees to contribute for each employee covered by this Agreement as outlined in Section 2 to UNITE HERE HEALTH (“Fund”) for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II (“FSP II”), or such new, merged, or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10 a.m. on the last business day of the month, any changes in the status of an employee that may affect that employee’s coverage (for example, terminations, layoffs and newly eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund’s online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer’s late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

18.2 Eligibility - Priority employees, established in Article 6, Section 1, of the CBA, are eligible for Medical and Dental benefits after they have completed the initial three (3) month eligibility period, working an average of one hundred thirty (130) hours per month. The Employee must designate on the enrollment application at the time of eligibility, their option of accepting or rejecting benefits. The Employee coverage will begin on the first (1st) day of the fourth (4th) month, in no event to exceed ninety (90) days. Eligibility is maintained during the following twelve (12) month stability period. On-going eligibility is determined by Priority position and at twelve (12) month intervals, using a twelve (12) month measurement and twelve (12) month stability.

On-call employees, following Federal law outlined in the Affordable Care Act (ACA), employees (on-call), as established in Article 6, Section 1 b), of this Agreement, are eligible for Medical and Dental benefits after they have completed the initial three (3) month eligibility period, working an average of one hundred thirty (130) hours per month. The Employee must designate on the enrollment application at the time of eligibility, their option of accepting or rejecting benefits. The Employee coverage will begin on the first day of the fourth month, in no event to exceed ninety (90) days. Eligibility is maintained during the following twelve (12) month stability period. On-going eligibility is determined at twelve (12) month intervals, using a twelve (12) month measurement

(December 1 through November 30) and twelve (12) month stability period (January 1 through December 31).

18.3 Monthly Contributions - The Employer shall contribute the sums stated below for each eligible employee. Employees shall be eligible for single medical coverage at a rate of twenty-five (25%) percent of the cost of coverage per month. Single Dental will be at a rate of twenty-five (25%) percent of the cost of coverage per month. For single vision coverage, the employee will pay twenty-five percent (25%) of the cost of the cost per month. For medical, dental and vision, dependent coverage will cost the difference between what the Employer would pay for single coverage and the full cost of the level of coverage selected.

The Employer will deduct the amounts listed above of said coverage contributions from employees' paychecks on a monthly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

The parties hereto agree that if there is a contribution rate adjustment, the Employer agrees to pay seventy-five (75%) percent of any monthly contribution increase and the Employee shall be responsible for twenty-five (25%) percent of any monthly contribution increase. The parties agree and understand that the employees' portion of the contribution rates cannot be more than twenty five percent (25%) of the entire premium for single medical coverage only.

Silver Plus Medical – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
1/1/23	\$553.34	\$1,180.14	\$923.00	\$1,639.09
1/1/24	\$561.64	\$1,197.84	\$936.85	\$1,663.68

Dental HMO - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
1/1/23	\$15.68	\$38.70	\$37.36	\$53.77
1/1/24	\$16.15	\$39.86	\$38.48	\$55.38

Vision – Monthly Rates – Priority 1 only as defined in Article 6.1

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
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Effective January 1, 2024, through the expiration of this Agreement, the Employer agrees to contribute the rates necessary for the above options, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

18.4 Employee Contributions - Employees electing coverage must pay their portion of premiums associated with selected benefits through authorized payroll deduction. Employees not having sufficient funds on their paychecks to cover this cost must pay the Employer the required amount by Friday of the applicable payroll cycle in the month proceeding coverage. Employees not providing the Employer with their portion of the premium as required will lose their eligibility for contributions and be ineligible to participate until the next open enrollment period or such other times as allowed by applicable federal law. The responsibility for providing the required co-payment to the Employer lies with the Employee. Employees will not be billed or given notification of insufficient

funds on their paychecks. The Employer assumes no responsibility for benefits or for claims made by any Employee who fails to make the necessary payment or co-payment to maintain their benefits. Employees dropped by failure to self-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.

18.5 Self Pay - All eligible Employees, as determined by Section 1 above who terminate their employment shall be permitted to submit self-payments for up to the amount of time required under the Comprehensive Omnibus Budget Reconciliation Act of 1986 ("COBRA").

18.6 Enrollment - The Employer and the Union will hold an initial open enrollment and benefits engagement event on the Employer's premises within the Fund-specified enrollment period. Eligible employees may meet with a representative of the Union, who will show employees how to enroll electronically and explain important information about FSP II. For employees who become eligible to enroll in the FSP II after the effective date of this agreement, the Employer shall make available a computer for employees to use during such employee's enrollment period to electronically enroll in FSP II.

ARTICLE 19
401K Plan

19.1 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.

19.2 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.

19.3 Employer Matching Funds - The Employer will match twenty-five percent (25%) of Employee deferrals up to a maximum of six percent (6%). However, Employees will be allowed to contribute up to fifteen percent (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 December 8, 2021, 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

23.3 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.

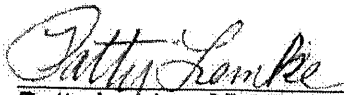
23.2 Retroactivity - On the re-opening of the Agreement for revisions it is agreed that the retroactivity of any wage increase shall be the first order of business to be disposed of in the negotiations of such revisions.

THIS AGREEMENT shall go into force and effect and be binding upon the signatories hereto from and after the 1st day of August 2023 and continue through the 31st day of July 2028 and thereafter from year to year unless wither 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 12th day of October 2023.

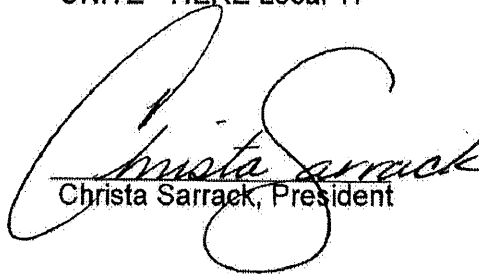
FOR THE EMPLOYER:

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


Patty Lemke, CPCE, C.E.O.

FOR THE UNION:

UNITE - HERE Local 17


Christa Sarrack, President

APPENDIX "A"
AGREEMENT TO DISCUSS SST AND PAID FAMILY LEAVE

The parties agree to meet and discuss State Sick and Safe Time requirements on or before 1/1/24 and Paid Family Leave on or before 7/1/26 to ensure the Collective Bargaining Agreement is in compliance with State Law and city ordinance.

Appendix B
Schedule of Wages for Culinary,
Retail and Dunn Brothers Workers

	8/1/2023	8/1/2024	8/1/2025	8/1/2026	8/1/2027
Lead: Steward					
1st 500 Hours	18.52	19.02	19.55	20.13	20.74
501 to 1000	19.17	19.70	20.24	20.85	21.47
1001 to 1500	19.90	20.44	21.00	21.63	22.28
1501 to 2000	20.56	21.13	21.71	22.36	23.03
2001 to 3000	21.93	22.53	23.15	23.85	24.56
3001 to 4000	22.83	23.46	24.10	24.82	25.57
4001 +	23.70	24.35	25.02	25.77	26.55
Regular: Steward					
1st 500 Hours	17.54	18.03	18.52	19.08	19.65
501 to 1000	18.15	18.65	19.16	19.74	20.33
1001 to 1500	18.82	19.34	19.87	20.47	21.08
1501 to 2000	19.43	19.96	20.51	21.12	21.76
2001 to 3000	20.04	20.59	21.16	21.79	22.45
3001 to 4000	20.67	21.24	21.82	22.48	23.15
4001 +	21.31	21.89	22.49	23.17	23.86
On-call: Steward					
1st 500 Hours	17.32	17.79	18.28	18.83	19.40
501 to 1000	17.81	18.30	18.80	19.36	19.94
1001 to 1500	18.46	18.96	19.49	20.07	20.67
1501 to 2000	19.05	19.57	20.11	20.71	21.34
2001 to 3000	19.67	20.21	20.76	21.38	22.03
3001 to 4000	20.27	20.83	21.40	22.04	22.70
4001 +	20.90	21.47	22.06	22.72	23.40
Lead: Cook, Baker, Pantry					
1st 500 Hours	22.64	23.26	23.90	24.62	25.36
501 to 1000	23.21	23.85	24.51	25.24	26.00
1001 to 1500	23.73	24.39	25.06	25.81	26.58
1501 to 2000	24.28	24.95	25.64	26.41	27.20
2001 to 3000	25.30	26.00	26.71	27.51	28.34
3001 to 4000	26.07	26.78	27.52	28.34	29.19
4001 +	26.84	27.58	28.34	29.19	30.06
Regular: Cook, Baker					
1st 500 Hours	21.25	21.84	22.44	23.11	23.80
501 to 1000	21.81	22.41	23.03	23.72	24.43
1001 to 1500	22.38	22.99	23.62	24.33	25.06

1501 to 2000	23.21	23.85	24.51	25.24	26.00
2001 to 3000	23.90	24.56	25.24	25.99	26.77
3001 to 4000	24.69	25.37	26.06	26.85	27.65
4001 +	25.46	26.16	26.88	27.69	28.52

Regular: Pantry

1st 500 Hours	18.16	18.66	19.17	19.75	20.34
501 to 1000	18.79	19.30	19.83	20.43	21.04
1001 to 1500	19.48	20.02	20.57	21.19	21.82
1501 to 2000	20.11	20.66	21.23	21.87	22.52
2001 to 3000	20.74	21.31	21.90	22.56	23.23
3001 to 4000	21.39	21.98	22.59	23.26	23.96
4001 +	22.05	22.66	23.28	23.98	24.70

On-Call: Cook, Baker

1st 500 Hours	20.66	21.23	21.81	22.47	23.14
501 to 1000	21.17	21.75	22.35	23.02	23.71
1001 to 1500	21.73	22.33	22.94	23.63	24.34
1501 to 2000	22.25	22.86	23.49	24.19	24.92
2001 to 3000	23.21	23.85	24.51	25.24	26.00
3001 to 4000	23.98	24.64	25.31	26.07	26.86
4001 +	24.71	25.39	26.09	26.87	27.67

On-Call: Pantry

1st 500 Hours	17.62	18.10	18.60	19.16	19.74
501 to 1000	18.12	18.62	19.13	19.70	20.29
1001 to 1500	18.78	19.30	19.83	20.42	21.04
1501 to 2000	19.38	19.92	20.46	21.08	21.71
2001 to 3000	20.01	20.56	21.13	21.76	22.41
3001 to 4000	20.62	21.19	21.77	22.43	23.10
4001 +	21.26	21.85	22.45	23.12	23.82

Lead: Retail

1st 500 Hours	16.99	17.45	17.93	18.47	19.02
501 to 1000	17.59	18.07	18.57	19.12	19.70
1001 to 1500	18.25	18.75	19.27	19.85	20.44
1501 to 2000	18.86	19.38	19.92	20.51	21.13
2001 to 3000	20.12	20.67	21.24	21.88	22.53
3001 to 4000	20.94	21.52	22.11	22.77	23.46
4001 +	21.74	22.34	22.96	23.64	24.35

Regular: Retail

1st 500 Hours	16.24	16.68	17.14	17.66	18.19
501 to 1000	16.80	17.26	17.73	18.26	18.81
1001 to 1500	17.42	17.90	18.39	18.94	19.51
1501 to 2000	17.98	18.47	18.98	19.55	20.14
2001 to 3000	18.55	19.06	19.58	20.17	20.77
3001 to 4000	19.13	19.65	20.19	20.80	21.42
4001 +	19.72	20.26	20.82	21.44	22.09

On-Call: Retail

1st 500 Hours	16.10	16.54	17.00	17.51	18.03
501 to 1000	16.56	17.01	17.48	18.00	18.54
1001 to 1500	17.16	17.63	18.12	18.66	19.22
1501 to 2000	17.71	18.20	18.70	19.26	19.84
2001 to 3000	18.29	18.79	19.30	19.88	20.48
3001 to 4000	18.85	19.37	19.90	20.49	21.11
4001 +	19.43	19.96	20.51	21.13	21.76

Lead: Barista

1st 500 Hours	17.31	17.79	18.28	18.83	19.39
501 to 1000	17.92	18.41	18.92	19.48	20.07
1001 to 1500	18.58	19.09	19.61	20.20	20.81
1501 to 2000	19.19	19.72	20.26	20.87	21.50
2001 to 3000	19.82	20.36	20.92	21.55	22.20
3001 to 4000	20.48	21.04	21.62	22.27	22.94
4001 +	21.16	21.74	22.34	23.01	23.70

Regular: Barista

1st 500 Hours	16.52	16.98	17.45	17.97	18.51
501 to 1000	16.97	17.43	17.91	18.45	19.00
1001 to 1500	17.40	17.88	18.37	18.92	19.49
1501 to 2000	17.83	18.32	18.82	19.39	19.97
2001 to 3000	18.27	18.78	19.29	19.87	20.47
3001 to 4000	18.71	19.22	19.75	20.34	20.95
4001 +	19.14	19.66	20.20	20.81	21.44

On-call: Barista

1st 500 Hours	16.25	16.70	17.16	17.67	18.20
501 to 1000	16.48	16.93	17.40	17.92	18.46
1001 to 1500	16.90	17.36	17.84	18.37	18.92
1501 to 2000	17.32	17.80	18.29	18.84	19.40
2001 to 3000	17.74	18.23	18.73	19.29	19.87
3001 to 4000	18.17	18.67	19.18	19.76	20.35
4001 +	18.59	19.10	19.62	20.21	20.82

Longevity Premium

All non-commissioned staff with 4001+ hours will receive an additional \$.25 per hour longevity premium for every 4,000 hours worked, up to 20,000 hours.

Probation Completion

All non-commissioned staff will receive an additional \$.25 per hour upon the completion of their Probation Period; effective until the employee has worked 500 hours.

Priority 1 Employees shall be entitled to a monthly parking/transit reimbursement of up to \$50.00 with paid receipts.

APPENDIX "C"
SCHEDULE OF CATERING, BANQUETS, BARISTA HOST & BAR
BASE WAGE & COMMISSIONS
Effective 08-01-2023

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 Catering Staff will receive an 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.

<u>Commission Percentage</u>	
13.5 %	14.0% effective 8/1/2025

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.

<u>Commission Percentage</u>	
13.5 %	14.0% effective 8/1/2025

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

14.5%

15.0% effective 8/1/2026

Host Bar Service charge subject to a minimum of \$75.00 (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 24%. If the Service Charge is increased, it shall be split proportionately.

Base Wage Craft Bar & Lounge (CBL) Bartender

CBL Lead: Minimum Wage + \$1.00

CBL On-Call: Minimum Wage

The Employer will supplement the gratuity for each shift to a total, seventy-five (\$75) dollars to the Bartender working when daily sales are below five hundred (\$500) dollars or when the Bartender can verify that gratuities for that shift were less than seventy-five (\$75) dollars.

Example:

Daily Sales of \$250

Employee cash tip \$25.00

Employer supplemental gratuity \$75.00

In the event multiple bartenders are scheduled, the above formula would be shared between bartenders, based on hours worked.

Bartender set up fee.