

COLLECTIVE BARGAINING AGREEMENT

Between

**MHC CULINARY GROUP
@ St. Paul RiverCentre**

And

UNITE HERE UNION, LOCAL 17AFL-CIO

October 1, 2017 through October 1, 2020

MHC CULINARY GROUP COLLECTIVE BARGAINING AGREEMENT

AGREEMENT

This Agreement is made and entered into by and between MHC Culinary Group, and/or its successors, hereinafter referred to as the "Employer", and the UNITE HERE, Local # 17AFL-CIO, the duly authorized collective bargaining agent for the employees covered by this Agreement, hereinafter referred to as the "Union".

WITNESSETH

In consideration of the mutual promises and covenants expressly stated herein, the Employer and the Union agree as follows:

ARTICLE 1 PURPOSE AND COVERAGE

1. Purpose – The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its employees; to provide sound working conditions for the employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and the interference with the efficient operation of the Employer; to obtain maximum efficiency; to assure excellent customer relations and service; and to set forth the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the Parties during the life of this Agreement.
2. Coverage - For the purpose of this Agreement, the term "employee" shall cover all classified employees working in the food service, beverage service, stewarding department, culinary department and the non-management hourly line supervisors in each of these departments, but excluding all managerial, supervisory and administrative employees as defined under the National Labor Relations Act, as amended.
3. Respect and Dignity – Local 17 and the Employer recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The Union, the Employer, the non-union and union employees will work together to honor the principles 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.
4. – Productivity – Employees are expected to honor the principle of "a fair day's work for a fair day's pay." The continued success and operation of this facility is recognized as dependent upon delivery of excellent services to guests. All employees are required to begin work promptly at their designated starting time, and upon completion of meal times and rest periods.

ARTICLE 2 RECOGNITION

1. - Exclusive Representative – The Employer recognizes the UNITE HERE, Local #17 as the duly authorized bargaining agent for those employees covered by this Agreement working in all food and beverage classifications as listed in Appendix A.

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 provisions herein.

3. – Complete Agreement – The express provisions of this Agreement constitute the complete collective bargaining contract, which shall prevail between the Employer and the Union with respect to wages, hours of work, and other conditions of employment. This Agreement can be added to, detracted from, altered, amended or modified only by a written document signed on behalf of the Parties by their duly authorized agents and representatives.

ARTICLE 3 UNION SECURITY AND CHECK-OFF

1. - Dues and Fees - It is hereby understood and agreed by and between the parties in consideration for services provided by the UNITE HERE Local 17, as the formally recognized representative of the employees classified herein, that all such employees shall be obligated as a condition of continued employment, to remit for each appearance a work permit fee in lieu of regular Union dues to UNITE HERE Local 17 (312 Central Ave., Minneapolis, 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. The total Union work permit fees shall not exceed current Union monthly dues in any calendar month. The Employer shall request an individually signed authorization for said work permit fees deduction from each employee at the time of hire. Forms for said authorization shall be furnished by the Union. An appearance fee of \$3.00 per shift shall be paid from the first function worked, including any work performed by casual labor employees, including temporary workers and non-profit groups in any existing covered job classification. The Union agrees to refund to each employee any amount received in excess of the standard initiation fees and dues, in accordance with its policy.

An appearance fee of \$3.00 per shift shall be paid from the first function worked, including any work performed by casual labor employees in any existing covered job classification.

2. Check-Off – 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.

3. 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 separate and apart from any dues money to UNITE HERE International 275 7th Avenue, NY, NY 10001

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.

4. Notification to the Union – The Union shall be supplied with names and addresses of all employees who have completed their probationary period.

ARTICLE 4 UNION RIGHTS

1. Access – Union representatives and officers shall be privileged to visit the premises of the Employer, generally non-working areas, and at all reasonable hours for the transaction of official union business. Union Officers and Business Agents shall first notify the designated management representative of their presence upon the premises and shall not interrupt employees while working.

2. Records – Official representatives of the Union shall be permitted access to employment lists and payroll records of employees subject to this agreement, in order to verify a specific wage calculation or work permit fees/union dues remittance.

3. Union Notices and Newspaper Boxes – The Employer agrees to provide a space in which the Union may place a bulletin board for the posting of all Union communications in a conspicuous area frequented by employees. The Employer also agrees to provide a space for the placement of Union newspaper distribution boxes in a conspicuous area frequented by employees.

4. Union Buttons – All employees shall be permitted to wear their official union and/or official steward button.

5. 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.

6. 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 a Chief Steward/Steward(s) 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 and shall not interrupt employees while working.

ARTICLE 5 MANAGEMENT RIGHTS

1. The Employer and the Union specifically agree that management shall have the right to direct the work force and to determine the policies and methods of operating its Hospitality Management Company, except as expressly limited by the specific provisions of this Agreement and longstanding practices.

Such management rights and responsibilities shall include, but not be limited to the following: the right to select the employees it will hire; to establish or revise work schedules; to determine the number and type of equipment, material, products and supplies to be used or operated; to discipline or discharge employees for just cause; to maintain efficiency of employees; to determine assignments of work; to discontinue all or any part of its business operations; to expand, reduce, alter, combine or transfer, assign or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operations, and to otherwise generally manage its operations, except as expressly restricted by the provisions of this Agreement.

ARTICLE 6 STRIKES AND LOCKOUTS

It is agreed that there shall be no lockouts or strikes for the term of this contract and any extensions thereof, provided the terms of the contract are upheld.

ARTICLE 7 WAGES, HOURS OF WORK AND OVERTIME

1. Minimum Rates – Wage rates contained in this Agreement shall prevail during the period of this contract. In consideration of merit, employees may be paid in excess of such rates.
2. No Reduction – The Company agrees that any employee receiving more than the minimum scale of wages shall not be reduced to the minimum scale of wages for their primary job classification as result of the signing of this Agreement.
3. Report-In-Pay - Should any event be postponed, cancelled or called off in sufficient time for the company to notify employees that they shall not report for work, and such notice is given prior to the employee's leaving home on his/her way to work, the company will have no liability or obligation to pay any employee so notified wages for that day. If the event is called off at a time, which makes notice to employees impossible, and the employees have reported for work, they shall receive four (4) hours work or four (4) hours pay. The minimum scheduled shift or report-in-pay shall be four (4) hours. However, employees may volunteer to leave earlier if any event is slow or undersold. If an employee receives approval from management to leave early, the minimum guarantee shall not apply.
4. Overtime – Employees shall receive overtime pay for all hours worked in excess of forty (40) in a work week.
5. Scheduled Overtime – Scheduled overtime shall be assigned to employees on the basis of seniority. Unscheduled overtime beyond the control of the Company shall be at the Company's discretion with regard to operational needs.
6. No Pyramiding – There shall be no pyramiding of overtime pay under this Article or any other articles contained in this contract.
7. Mandatory Meetings – Mandatory meetings called by the Company for employees shall be paid time at a minimum of two (2) hours; the Company shall not pay optional meetings. Employees attending mandatory meetings shall be paid at their classification hourly wage as

described in the Schedule of Wages – Appendix A. In the event an employee is paid by commission, he/she shall be paid at the Concession Standworker hourly rate as described in the Schedule of Wages – Appendix A.

8. Scheduling – The Employer shall post the following work week schedule three (3) days in advance of the beginning of the work week.

9. Monthly Calendar - The Employer shall distribute a bi-weekly calendar encompassing a rolling six (6) week period of scheduled events or proposed events.

10. 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. Shortage and Breakage

1. All vendors shall be responsible for reimbursing the Company for all shortages. Vendors who have substantial shortages on any single event, or who are short on a regular basis, will be subject to disciplinary action up to and including termination.
2. All other employees shall be held responsible for register or cash container shortages unless adequate procedures have been established by the Company through which the employee is allowed to check monies in and out of his/her assigned register at the beginning and end of each period of work with said register; and provided further that the employee shall have sole access to his/her assigned register in the interim. The Company shall be responsible for establishing procedures for the handling of shortages and overages.
3. At no time shall an employee be charged for breakage, except when it is proven such breakage was done willfully or carelessly. Employees shall not have unauthorized deductions made from their checks for such business costs as walkouts, bad checks, incorrect credit card stamps, addition errors, overpouring, cash register shortages or breakages.

ARTICLE 8
BREAKS AND MEALS

1. Breaks – Employees shall be entitled to ten (10) minute and thirty (30) minute relief breaks based on the following guidelines:

4-6 hours	one 10-minute break
6-8 hours	one 10-minute break + one 30-minute break
8-12 hours	two 10-minute breaks + one 30-minute break
12+hours	three 10-minute breaks + one 30-minute break

Managers and supervisors shall schedule breaks so they do not interfere with guest service. Employees will take all breaks on the premises in their general immediate work area, or other location as approved by the company.

2. Meals – The Employer shall furnish to the employees who work four (4) hours but less than six (6) hours, one (1) meal at the conclusion of their shift. Employees who work four (4) hours but less than six (6) hours will not be paid for their meal break and must punch out prior to taking their meal break.

The Employer shall furnish to the employees who work six (6) or more hours, one (1) meal for each meal period worked. Employees who work six (6) or more hours shall be paid for their meal break and may remain on the clock when taking their meal break.

ARTICLE 9
UNIFORMS

1. Uniforms – The Employer shall be responsible for providing uniforms for all employees who are required to wear uniforms, including all culinary uniforms, and any required jackets, vests, bow ties, logoed shirts, aprons, I.D. badges and caps.

Any employee failing to report to work without the required ID badge or issued uniform may be subject to disciplinary action. If an employee reports to work with improper pants or shoes, they may not be permitted to work and may not be paid the four (4) hour minimum call-in pay. Employees may be required to provide their own pants and white shirts.

Uniforms shall not be taken off Employer's premises except as allowed by the Employer with a signed waiver. In the event the employee chooses to sign a waiver to take any of the above uniform items home, the employee shall be responsible for laundering of these uniforms. The Employer shall be responsible for the laundering of uniforms, with the exception of jackets, vests, bow ties, logoed shirts, aprons and caps that are issued to employees with a signed waiver.

Uniforms checked out on a daily basis by On-Call employees will not be allowed to leave the property. On-Call Employees wishing to take their uniforms home or who fail to return daily issued uniforms will be charged for these uniforms at a subsidized cost, with a payroll deduction as stated on the signed uniform waiver.

The employee shall be held responsible for all costs associated with the loss or damage of uniforms issued to them, due to their own negligence.

Replacement costs are as follows:

ID Badge	\$10.00	Vest	\$33.00
Nametag	\$6.00	Necktie	\$16.00
Long Sleeve Logo Shirt	\$29.00	Black Supervisor Coat	\$250.00
Polo Shirt	\$19.25	Kitchen Logo Cap	\$15.00
Bistro Apron	\$11.95	Culinary Locker Lock	\$ 6.00
White Shirt	\$25.00	Black Winter Jacket	\$75.00
Zip Logo Jacket	\$30.00	Food & Beverage Vendor Apron	\$8.00
Thermometer	\$12.00	Wine Service	\$6.00

The Employer at no cost to the employee shall replace worn or stained uniforms.

ARTICLE 10
SENIORITY AND RANKING

Definition – Seniority shall mean continuous length of service with the employer in the Regular job classifications covered by this Agreement.

Definition – Continuous Service shall mean the period of time that begins with the employee's date of hire. If continuous service is terminated by any of the reasons listed below, continuous service shall commence with the employee's most recent rehire date.

An employee's continuous service is terminated if he/she:

- Voluntarily quits, or
- Is discharged for just cause, or
- Has not worked for a period of six months, or
- Fails to return from an approved leave of absence, or
- Fails to call or show for a scheduled shift. Failure to call or show up for a scheduled shift occurs when an employee does not contact their supervisor in person, or fails to leave a message on the Employee Sick Call Line and doesn't report to work. The first failure to call or show for a scheduled shift will result in a suspension notice. A second failure to call or show for a scheduled shift, within a rolling 365 day period, will result in termination.

Definition – **Regular employees** shall be those employees who hold seniority in their primary job classification on the regular lists and who will have full availability for work at MHC Culinary Group.

The employer will determine the number of regular positions that will be available in each job classification and may adjust the number of regular positions from time to time based on business conditions.

Definition – **Ranked employees** shall be those employees who hold a ranking in their primary job classification on the ranking lists and who will have consistent availability for work at MHC Culinary Group.

Definition – **Ranking** shall mean employees who when activated shall hold a ranking based upon the call-in guidelines set forth below.

Definition – **On-Call employees** shall be those employees who work on an intermittent or casual basis for MHC Culinary Group based upon the call-in guidelines set forth below.

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

All Regular Employees

- Regular employees must be available for work when scheduled given at least four (4) days notice, barring provable illness, accident or other circumstances beyond the control of the employee.

- Regular employees shall be scheduled to work the greater number of available hours and functions based on their seniority within their primary job classification.
- Regular employees shall be offered overtime work and required to work in reverse order.
- Seniority for regular employees will be based upon the date the employee is selected, offered, and accepts regular status.
- Seniority for regular employees will not determine which locations and/or functions the employee will be scheduled to work.
- Regular employees must commit to work in any facility and any function within their primary job classification.
- Regular employees shall be laid off and returned to work according to their length of service in their respective job classifications.
- Regular employees will be allowed to request five (5) unpaid "personal" days off annually with at least two (2) weeks notice. Personal days cannot be used to work for another employer. Requests for a personal day off will not be honored on event days, which require forty (40) or more Attendants when those event days are identified and posted at least two (2) weeks prior to the day of the event.
- Failure to comply with the requirements outlined above for Regular status will result in the loss of the employee's Regular status.
- Regular employees who lose Regular status or voluntarily give up their Regular status and/or move from a Regular position to the Ranking List or On-Call list shall be placed on such list based on their most recent date of hire.
- Any employee accepting shifts in another classification or moving to another classification shall be paid the rate of pay listed in Appendix A of the Collective Bargaining Agreement for that classification.
- Initially all employees will be hired on an on-call basis. Regular positions will be posted following the job posting provisions in Article 10, Section 10 of this Agreement.
- Selection of Regular employees will be based upon an application and interview process as defined in Article 10, Section 11 of this Agreement.

Regular Supervisor and Classified Lead Employees shall be scheduled in a rotational manner with the intent of equitable distribution of hours.

All Ranked Employees

- Ranking within this classification will be based upon the employee's weekly participation in activating or maintaining their ranking.

- Ranked employees shall be called in to work available hours and functions based on their ranking and certification within their respective classifications.
- Ranked employees must commit to work in any location and any function within their primary job classification.
- Ranking will not determine which locations and/or functions the employee will be scheduled to work.
- In order to be ranked or maintain ranking, employees must call in, or email the scheduling department each Monday between the hours of 10 AM – 6 PM to activate their ranking.
 - Holiday Activation/Ranking:
 - On those occasions when a holiday falls on a Monday, the previous week's employee ranking will be carried over until the following week.
- Employees who do not activate their ranking each Monday between the hours of 10 A.M. – 6 P.M. will lose their ranking status unless the employee is on an approved leave of absence or vacation.
- Failure to accept work three (3) times in a rolling sixty (60) calendar day period; on event days which require forty (40) or more Attendants when those event days are identified and posted at least two (2) weeks prior to the day of the event will result in the employees loss of ranking unless the employee is on an approved leave of absence, vacation or personal day.
- Ranked employees who accept shifts and then call out on the day of the scheduled shift three (3) times in a rolling sixty (60) calendar day period will lose their ranking.
- Ranked employees who lose their ranking status or voluntarily give up their ranking status will be moved to the on-call list based on the employee's most recent date of hire.

Ranking Pass Program

Employees who activate uninterrupted for a three (3) month period will earn one Ranking Pass benefit, which may be used in the event that the employee fails to call and activate their seniority between the hours of 10am-6pm on Monday:

- Employees who fail to activate will lose their ranking for that scheduling week; however, upon utilizing their Ranking Pass benefit the employee will be returned to their previous ranking status the following week.
- The Scheduling Manager will record Ranking Pass usage on the appropriate form.
- The employee must personally sign the appropriate form when utilizing the Ranking Pass benefit.
- The Scheduling Manager will forward the Ranking Pass usage form to the Human Resources department to be placed in the employees file for future reference.
- Once the Ranking Pass benefit has been used by an employee, he/she must work a minimum of 3 months with uninterrupted activation to earn an additional Ranking Pass benefit.

- Employees may only possess one Ranking Pass benefit at a time.
- Ranking Pass benefits may not be accumulated.
- Ranking Pass benefits may not be transferred to another employee.

All On Call Employees

- On Call Restaurant, Beverage, Concession, Warehouse and Culinary classified employees will be scheduled to work available hours based on the number of shifts accepted in the past two (2) months and their ability to do the work.
 - For clarification, the seniority list will be re-established every month (on the first day of the month) using the number of shifts accepted in the past two (2) calendar months.
- Merchandise and F&B Vendors shall be scheduled to work based on the total number of events worked since September 6, 2010.
- On Call employees must commit to work in any location and any function within their primary job classification. The On Call list order will not determine which locations and/or functions the employee will be scheduled to work.
- In the event two or more workers have the same number of shifts/events worked, the employee whose hire date exemplifies longer service shall be scheduled first.
- In the event two or more workers have the same number of events worked and dates of hire, a numerical suffix will be attached to the call list based on the last four digits of the employee's social security number. The employee with the lowest four-digit number shall be scheduled first.
- On Call employees shall be first scheduled in their primary classification and shall be entitled to work in a secondary classification only after all employees in that classification have been scheduled, and only if not needed in their primary classification.
- On Call employees working in more than one classification shall only be given credit for events worked in their primary classification.

2. Seniority Lists

a) Catering Department Lists

- There shall be one (1) list for Senior Catering Captain
- There shall be one (1) list for Catering Captain
- There shall be one (1) list for Catering Attendants

b) Restaurant Department Lists

- There shall be one (1) list for Restaurant Stand Workers/Barista

c) Beverage Department Lists

- There shall be one (1) list for Catering Bartender
- There shall be one (1) list for Concession Bartender

- There shall be one (1) list for Bar Back

d) Concession Department Lists

- There shall be one (1) list for Concession Stand Workers/Barista
- There shall be one (1) list for Vending Room Lead
- There shall be one (1) list for Food and Beverage Vendor
- There shall be one (1) list for Merchandise Vendor

e) Warehouse Department Lists

- There shall be one (1) list for Warehouse Runner

f) Kitchen Department Lists

- There shall be one (1) list for Lead Cook
- There shall be one (1) list for Prep/Pantry Cook
- There shall be one (1) list for Steward
- There shall be one (1) list for Utility Worker
- There shall be one (1) list for Dishwasher

3. Availability for Work - The Company reserves the right to assign employees to facility locations. In making such assignments the Company will consider skill, ability, experience, and business needs.

a) Confirmation of Catering Schedules by Regular Employees.

- The confirmation of schedules by Regular employees will begin Tuesdays at 12 noon and conclude on Wednesdays at 6pm for the following weeks events.
 - In all cases, the employee is responsible for calling to verify his/her schedule prior to the deadline.
- Every Wednesday at 6pm all shifts not confirmed by Regular employees will be considered available and will be filled using the next available senior employee provided schedules are available at 12 noon on Tuesday of the scheduling week in question.
- Cancellations after commitment to an event will only be accepted for emergencies or medical condition. (Canceling to work another event or facility is not considered an emergency.) The Company reserves the right to ask for proof of an emergency.

b) Confirmation of Catering Schedules by Ranked Employees.

- The confirmation of schedules by Ranked employees (Ranked 1-15) will begin Tuesdays at 12 noon and conclude on Wednesdays at 2pm for the following weeks events.
 - In all cases, the employee is responsible for calling to verify his/her schedule prior to the deadline.
- Every Wednesday at 2pm all shifts not confirmed by Ranked employees (Ranked 1-15) will be considered available and will be filled using the next available senior or ranked employee provided schedules are available at 12 noon on Tuesday of the scheduling week in question.
- The confirmation of schedules by Ranked employees (Ranked 16 & above) will begin Tuesdays at 12 noon and conclude on Wednesdays at 6pm for the following weeks events.
 - In all cases, the employee is responsible for calling to verify his/her schedule prior to the deadline.

- Every Wednesday at 6pm all shifts not confirmed by Ranked employees (Ranked 16 & above) will be considered available and will be filled using the next available senior or ranked employee provided schedules are available at 12 noon on Tuesday of the scheduling week in question.
 - Cancellations after commitment to an event will only be accepted for emergencies or medical condition. (Canceling to work another event or facility is not considered an emergency.) The Company reserves the right to ask for proof of an emergency.
- c) Confirmation of Catering, Restaurant, Beverage, Concession and Warehouse Schedules by On Call Employees.
- The confirmation of schedules by On Call employees will begin on Tuesdays at 12 noon and conclude on Wednesdays at 6pm for the following weeks events using the “On Call List” generated by the number of shifts worked in the past two (2) months; and their ability to do the work.
 - In all cases, the employee is responsible for calling to verify his/her schedule prior to the deadline.
 - Every Wednesday at 6pm all shifts not confirmed will be considered available and will be filled using the next available employee on the “On Call List” rotation provided schedules are available at 12 noon on Tuesday of the scheduling week in question.
 - Cancellations after commitment to an event will only be accepted for emergencies or medical condition. (Canceling to work another event or facility is not considered an emergency.) The Company reserves the right to ask for proof of an emergency.
- d) Confirmation of Food & Beverage Vendor and Merchandise Vendor Schedules:
- The confirmation of schedules by Food & Beverage Vendors and Merchandise Vendors will begin on Tuesdays at 12 noon and conclude on Wednesdays at 6pm for the following weeks events using the “On Call List” generated by the total number of events worked since September 6, 2010; and their ability to do the work.
 - In all cases, the employee is responsible for calling to verify his/her schedule prior to the deadline.
 - Every Wednesday at 6pm all shifts not confirmed will be considered available and will be filled using the next available employee on the “On Call List” provided schedules are available at 12 noon on Tuesday of the scheduling week in question.
 - Cancellations after commitment to an event will only be accepted for emergencies or medical condition. (Canceling to work another event or facility is not considered an emergency.) The Company reserves the right to ask for proof of an emergency.
 - Completion of Shift.
 - Merchandise Vendors will be required to complete their scheduled shift, and will not be released until they have completed the reconciliation of their sales, cash collected and inventory.
 - The Company shall determine the number of merchandise vendor positions and sales locations, as well as the sites of the merchandise vendor sales locations.
- e) Confirmation of Culinary Schedules by Regular Employees.
- The confirmation of schedules by Regular employees will begin Wednesdays at 12 noon and conclude on Thursdays at 6pm for the following weeks events.
 - In all cases, the employee is responsible for calling to verify his/her schedule prior

to the deadline.

- Every Thursday at 6pm all shifts not confirmed by Regular employees will be considered available and will be filled using the next available senior employee provided schedules are available at 12 noon on Wednesday of the scheduling week.
- Cancellations after commitment to an event will only be accepted for emergencies or medical condition. (Canceling to work another event or facility is not considered an emergency.) The Company reserves the right to ask for proof of an emergency.

f) Confirmation of Culinary Schedules by On Call Employees.

- The confirmation of schedules by On Call employees will begin on Wednesdays at 12 noon and conclude on Thursdays at 6pm for the following weeks events using the "On Call List" generated by the number of shifts worked in the past two (2) months; and their ability to do the work.
 - In all cases, the employee is responsible for calling to verify his/her schedule prior to the deadline.
- Every Thursday at 6pm all shifts not confirmed will be considered available and will be filled using the next available employee on the "On Call List" rotation provided schedules are available at 12 noon on Wednesday of the scheduling week in question.
- Cancellations after commitment to an event will only be accepted for emergencies or medical condition. (Canceling to work another event or facility is not considered an emergency.) The Company reserves the right to ask for proof of an emergency.

Habitual tardiness, failure to show when work has been accepted, failure to accept work, failure to call in prior to the start of a shift if unable to report, may be subject to discipline in keeping with the guidelines established in Article 12 of this Agreement.

4. Probationary Period – Any new employee shall be employed on a twenty (20) day event trial, or probationary basis, during which time he/she may be discharged without recourse. After the probationary period, the employee shall be placed onto the Regular, Ranked, or On Call lists, and seniority shall then date from the employee's most recent date of hire as described in this Agreement.

a) Same Start Date – In the event two 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 the classification.

c) Employees who work in more than one classification shall accrue seniority in their primary classification only. They shall be placed on the On Call 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.

5. Certification – The employer reserves the right to implement a Certification and De-Certification program as necessary based on the growth of the company.

6. Reductions and Recalls – During layoffs or reduction in the working force, the employee with the least seniority in the job classification affected shall be laid off first. When the working force is again increased, employees on layoff shall be recalled in the order of their job classification seniority, unless circumstances have occurred during the layoff, which make them disqualified. Ability to perform the work available shall be a determining factor in following the principle that the last employee laid off will be the first employee rehired.

7. Notice of Recall – Where an employee is notified at the time of layoff when she/he is to report back to work, she/he will promptly report at such time without further notice. When an employee is not notified at the time of layoff when she/he is to report back to work, she/he shall be given three (3) days notice of when to report back to work, if the period of layoff has been less than fourteen (14) days. If the layoff period extends for fourteen (14) days or more, the employee shall be given seven (7) days notice of the time to report back to work. Notice to report back to work shall be given by a letter to the address furnished to the Employer by the employee. While waiting for an employee to report back to work, the Employer may utilize any other available person to perform the work.

8. Bumping – Bumping shall not be permitted except in cases of layoff.

9. Classification Seniority – Employees changing classifications shall begin their seniority for scheduling on day of entry into the new classification. During layoffs or reduction in the work force within a classification, an employee may exercise any accrued seniority in their prior classification to revert to the classification from which she/he was last transferred.

10. Job Posting - The Employer shall post, in an area frequented by employees, permanent job openings as they become available. The notice shall remain posted for a minimum of five (5) days so interested employees may sign up for the available position. Filling of the position will be in compliance with the seniority provisions of this Agreement. If no current employee applies or is qualified to perform the job, the Employer may hire from the outside.

11. Job Openings and Promotions – When a regular position becomes available, 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 seniority, the ability to do the work available, and the employee's disciplinary record. There will be a twenty (20) day 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.

12. Workers Compensation Time. Time lost due to a workers compensation injury or other work related illness or injury shall not affect seniority. Credit for events missed shall be determined by a pro-rated percentage based on the employee's attendance during the 180 days preceding the illness or injury.

ARTICLE 11
GRIEVANCE AND ARBITRATION

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) calendar 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) calendar 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) calendar days from the time such grievance meeting is adjourned.

2. Effect of Failure to Appeal – Any grievance not appealed to a succeeding step within 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.

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.

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

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.

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

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in turn one strike at a time, three (3) names from the list of

seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised her/his strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of two (2) lists. The Parties may select an Arbitrator by other means, if such other method of selection is confirmed by a written stipulation. The selection of the Arbitrator and the hearing shall be within thirty (30) days of the request for Arbitration, whenever practicable.

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

7. Final and Binding - Any decision reached at any stage of these grievance proceedings or by the Arbitration procedure shall be final and binding upon the Employer, the Union and the employee(s) involved. The Employer, the Union and the aggrieved employee shall comply in all respects with the result of such decision reached. The Parties agree that such decision shall be enforceable in a court of law.

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

9. Award of Arbitrator - Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without backpay for loss of income resulting from such discharge. An award of the Arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than thirty (30) calendar days prior to the filing of the grievance unless otherwise mutually agreed in writing. Any backpay award shall be reduced by the amount of any compensation chargeable to the Company, i.e., worker's compensation, unemployment compensation, etc.

10. Contract Remedy - When an employee has any complaint, grievance or difference regarding the application of the terms and conditions of this Agreement it is agreed that the grievant will use the grievance/arbitration procedure set forth above before attempting to take the matter elsewhere.

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

12. Past Practice - The parties agree to recognize the standards as set forth in Elkouri and Elkouri, How Arbitration Works, in determining past practice grievance. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing.

ARTICLE 12
DISCIPLINE AND DISCHARGE

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

However, the progressive discipline set forth above need not be followed in the cases of:

- Stealing, misusing, or inappropriately removing or possessing MHC Culinary Group' property.
- Possessing, dangerous or unauthorized materials, such as firearms or explosives, while on MHC Culinary Group's property.
- Possessing, distributing, selling, transferring, using, or working under the influence of alcohol or illegal substances in the facility, while on duty, while operating MHC Culinary Group's vehicles or equipment.
- Falsifying timekeeping records.
- Using guest facilities/suites without permission.
- Immoral or illegal behavior.
- Sleeping on the job.
- Malicious destroying of another employee's or MHC Culinary Group's property.
- Abusive, profane, or obscene language or behavior with guests or staff.
- Soliciting tips or writing tips onto guest checks.
- Physical or verbal abuse towards guests, employees, managers, or supervisory staff.
- Not reporting tips and not complying with the TRAC agreement.
- Violating federal, state, or local laws and putting the company at risk; for example, not checking a guest's age, resulting in serving a minor alcohol and/or serving an obviously intoxicated individual.
- Accepting employment during an approved leave of absence.
- Putting our guests or employees at risk, i.e. operating equipment in an improper, careless, negligent, destructive, or unsafe way.
- Other misconduct or gross misconduct including insubordination, dishonesty, or discourtesy to a guest.

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 wrong doing on the part of the employee. A copy of such reprimands, and/or notices shall be given to the employee and the Union.

3. Suspensions and Discharges - All suspensions and discharges will be in written form and copies will be mailed/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.

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 paid for his/her time.

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.

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

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.

8. Personnel Files - The Employer shall at reasonable times and at reasonable intervals, with reasonable notice, upon the request of an employee, permit that employee to inspect such employee's personnel file on her/his own time.

ARTICLE 13
VACATION

1. Vacation Program Eligibility - To be eligible for the vacation benefit employees must:

- Hold "regular" status with the company for twelve (12) consecutive months.
- Be currently employed at "regular" status.

2. Vacation Hours Available For Use - Vacation hours will become available for use upon meeting the requirements above, and are calculated as follows:

<u>* Consecutive Years of Service</u>	<u>Vacation Earned</u>
1-4 Years	Up to 40 Hours
5-9 Years	Up to 80 Hours
10+ Years	Up to 120 Hours

Calculation Method

For forty (40) hours, total worked hours (maximum of 2,080) in the previous 12 consecutive months divided by 45 weeks.

For eighty (80) hours, total worked hours (maximum of 2,080) in the previous 12 consecutive months divided by 45 weeks, multiplied by 2.

For one hundred twenty (120) hours, total worked hours (maximum of 2,080) in the previous 12 consecutive months divided by 45 weeks, multiplied by 3.

*Regular Status Employees Only

3. Vacation Pay Rate – Upon taking approved vacation time, employees shall be paid vacation pay as follows:

Catering Employees	\$22.00 per hour
All Other Employees	Regular rate of pay per hour

4. Scheduling and Requesting Vacation

- Vacation requests will be granted based on the organization’s ability to honor the request, while continuing to maintain guest service levels.
- Regular employees must submit all vacation requests in writing to the appropriate department manager no earlier than four (4) weeks prior to the requested vacation date and no later than two (2) weeks prior to the requested vacation date.
- Vacation requests received will be granted by seniority on a first come first served basis.
- The department manager will notify the employee of the status of his/her vacation request within five (5) days of receiving the request.
- Once a request for vacation has been approved by the employer, the vacation dates shall not be changed unless by mutual consent by the employer and the employee.
- Employees will be required to utilize all but thirty (30) hours of vacation during FMLA leaves.
- Employees cannot work during vacation for double pay.
- Employees must work the regularly scheduled hours immediately preceding and following the requested vacation time in order to receive vacation pay.

5. No Year End Cash-Out and Carryover – Any available/accrued vacation hours remaining unused on the employee’s next regular status anniversary date are forfeited and may not be carried over and will not be paid out.

6. Vacation Pay Upon Termination

- a. Terminating employees who have accrued vacation pay shall receive such vacation pay provided they:
 - Give the Employer two (2) weeks written notice of their intent to quit.
 - Work all scheduled shifts and hours during the two (2) weeks preceding their last day of employment.
 - Return all Company issued property.
- b. Employees who are terminated for just cause, fail to give the Employer two (2) weeks written notice of their intent to quit, fail to work all scheduled hours during the two (2) weeks preceding their last day of employment (unless work is missed due to a verified medical or emergency situation) or fail to return all Company issued property, shall forfeit their vacation pay.

ARTICLE 14
HOLIDAYS

1. Holidays. When an eligible employee, (excluding commissioned vendors,) works on any of the following holidays, he/she shall receive payment at the rate of time and one-half (1 1/2) for such holiday work.

New Year's Day
Thanksgiving Day

Christmas Eve Day
Christmas Day
Easter Sunday

2. Eligibility. Eligible employees are those who have completed their probation period.

ARTICLE 15
LEAVES OF ABSENCE

1. - Leaves for Injury and Sickness – Medical and Family Leave – Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to one (1) year when they are unable to perform the functions of their position due to personal illness or injury. Provided, however, that employees who have completed their probationary period but have not yet worked at least 1,040 hours shall be granted unpaid personal medical leave up to a maximum of ninety (90) days. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis, consistent with the Family and Medical Leave Act.

Medical certification shall not be required for illness or injuries requiring medical leaves of up to three (3) days duration. 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 for Family and Medical Leave Act leave taken 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 periods.

Employees ready to return to work from a personal medical leave in excess of three (3) days shall furnish the Employer with medical certification that they are fit to return to the duties of their job. The Employer will have up to seven (7) days after notification in which to reinstate the employee.

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.

3. Leaves for Personal Reasons – Employees shall be granted leaves of absence for extraordinary personal or family reasons, not to exceed six (6) months when such leave is requested in writing.

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

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 of such a return within ninety (90) calendar days after completion of union service.

6. Return from Leave – Any employee returning from an authorized leave as set forth above shall return to they're previously held job provided the job has not been abolished and the employee is qualified.

7. Seniority Accrual – Seniority shall continue to accrue during an approved leave of absence.

8. Funeral Leave – All regular employees, exclusive of probationary, on call or ranked employees 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 Time Off – The maximum funeral leave shall be two (2) days immediately preceding and/or including the funeral day, if the funeral is within 250 miles of Minneapolis/St. Paul, and not more than three (3) days, if the funeral services are more than 250 miles from Minneapolis/St. Paul.
- 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, grandparents, grandchild and domestic partner.

9. 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 leave provided employees under federal, state and local laws.

ARTICLE 16 HEALTH AND WELFARE

1. Employer Contributions: Effective October 1, 2017, 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 Benefit 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 appointment to Regular status, Employees must choose whether to accept or reject the 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 75% of any monthly contribution increase and the Employees shall be responsible for 25% of any monthly contribution increase.

2. Employee Contributions: Effective October 1, 2017, Employees covered under the Plan must pay **\$66.25** per pay period (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.

3. Eligibility – Regular Status Employees are eligible for Fund benefits after they have worked three (3) consecutive months with 75 hours per month. The Employee must designate on the Enrollment Card at the time of hire their option of accepting or rejecting benefits. Eligibility is maintained by working 75 hours per month or more, thereafter, on a rolling three (3) month average.

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.

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.

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").

6. 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.

7. 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.

8. 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:
 - 1) The principal amount of the Employer's delinquency;
 - 2) The attorney fees and costs incurred by the Fund in collecting the contributions;
 - 3) Such other legal or equitable relief as the court deems appropriate.
- (e) In bringing an action to collect contributions required by this Article, the Fund shall not be obligated to exhaust any contractual remedies such as the grievance procedures set forth in this Collective Bargaining Agreement.
- (f) In determining whether the Employers signatory to this Agreement are properly reporting and remitting payment in accordance with the provisions of this Article, the Fund is hereby authorized to examine the payroll and such other pertinent records of the Employer, as the Fund deems necessary. In conducting such an examination, the Fund is authorized to review the payroll and other pertinent records of all bargaining unit Employees.
- (g) If any Employee's entitlement to the benefits provided by the Fund is suspended by virtue of a signatory Employer's failure to pay the contributions required by this Article,

the Employer shall be directly liable to the Employee for the benefits to which the Employee would otherwise have been entitled.

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 17 SICK & SAFE TIME

17.1 – This Article is effective July 1, 2017.

17.2 – Eligibility – Employees working at least eighty (80) hours per year, including on-call employees, will be eligible to earn paid Sick & Safe Time based on the number of hours worked each year. Accrual begins at the first day of work on or after July 1, 2017 and is available for use after ninety (90) days of service.

17.3 – Accrual – Eligible employees will accrue one (1) hour of paid Sick & Safe Time for every thirty (30) hours worked, not to exceed forty-eight (48) hours accrued per year. Sick & Safe Time shall accrue in one (1) hour increments. Sick & Safe Time does not accrue in fractions of an hour.

17.4 – Maximum Accrual and Carryover – Up to 80 hours of accrued and unused Sick & Safe Time, as of December 31st, may be rolled over to the following calendar year. Employee may not accrue more than 80 hours at any given time.

17.5 – Uses – Employee may use accrued and available Sick & Safe Time for the following:

- Employee's own illness, injury, health condition, or preventative care
- To care for a family member for the same reasons above
- Domestic violence or personal safety issues for employee or a family member
- Certain business closures by order of a public official
- To care for a child whose school or place of care has been closed by order of public official
- To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water or other unexpected closure.

Once the Sick & Safe Time balance has been exhausted for the given year, any time off requested and approved would be unpaid. Sick & Safe Time is not used in overtime pay calculations.

17.6 – Rate of Pay – Sick & Safe Time is paid at the Employee's standard hourly rate (primary position) for the hours missed during a scheduled shift and does not include compensation for lost tips or commissions.

17.7 – Scheduling – Sick & Safe Time may be used upon request and may be requested in four (4) hour increments. Requests must be made at least four (4) hours prior to the Employee’s scheduled shift, absent extenuating circumstances that result in the Employee being unable or reasonably unable to provide such notice. Employee may be asked to provide reasonable documentation to ensure absences of 3 days or more are eligible.

17.8 – Termination – Unused Sick & Safe Time will not be paid out upon the end of employment. Where the employee is rehired within ninety (90) days of separation, previously earned Sick Time will be reinstated.

ARTICLE 18
SUCCESSORS AND ASSIGNS

Successors and Assigns – This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part hereof is sold, leased, transferred or taken away by sale, transfer, lease arrangement, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this agreement or any part thereof, the Union shall be notified, in writing, no later than sixty (60) days before the effective date of any sale or transfer.

ARTICLE 19
TERM OF AGREEMENT

This Agreement shall be in effect for a period of three (3) years commencing on the ratification of this Agreement and shall be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either Party serves written notice upon the other certified mail of a desire to terminate, change or modify the Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this _____, day of _____, 2017.

FOR THE EMPLOYER:

UNITE HERE UNION LOCAL 17:

Philip Jungwirth, President
Morrissey Hospitality Companies

Christa Mello, President
Unite Here Local 17 Union AFL-CIO

Keith Reardon, General Manager
MHC Culinary Group

APPENDIX A
SCHEDULE OF WAGES & CLASSIFICATIONS

CLASSIFICATION	10-1-17	10-1-18	10-1-19
CATERING			
+Senior Catering Captain	\$4.00 over Minimum Wage		
+Catering Captain	\$2.00 over Minimum Wage		
+Catering Attendant	Minimum Wage		
BEVERAGE			
+Catering Bartender	\$1.00 over Minimum Wage for BT Shifts \$15.00 Rate for Set Up Shifts		
+Concession Bartender	\$1 over Minimum Wage		
+Barback	\$13.00	\$13.50	\$14.00
RESTAURANT			
*Stand Worker/Barista	\$13.00	\$13.50	\$14.00
CONCESSION			
*Stand Worker/Barista	\$13.00	\$13.50	\$14.00
*Vending Room Lead	\$15.00	\$15.50	\$16.00
Food & Beverage Vendor	18%	18%	18%
Merchandise Vendor	6%	6%	6%
WAREHOUSE			
*Warehouse Runner	\$13.00	\$13.50	\$14.00
CULINARY			
*Lead Cook	\$18.00	\$18.50	\$19.00
*Prep/Pantry Cook	\$15.00	\$15.50	\$16.00
*Steward	\$15.00	\$15.50	\$16.00
*Utility Worker	\$13.00	\$13.50	\$14.00
*Dishwasher	\$12.00	\$12.75	\$13.50

Employees certified and appointed as a “Lead Stand Worker” shall be paid a premium of \$2.25 per hour on a shift by shift basis.

Employees certified and appointed as an “Assistant Lead Stand Worker” shall be paid a premium of \$1.25 per hour on a shift by shift basis.

When a “Lead Stand Worker” is required to be responsible for both inventory and cash, he/she shall be paid an additional \$.75 per hour. This additional pay shall not apply to shifts worked at portables.

Catering and Beverage employees certified and appointed as a “lead” and not listed above in a classification, will be paid a premium of fifty cents (\$.50) per hour on a shift by shift basis.

Culinary and Warehouse employees certified and appointed as a “lead” and not listed above in a classification, will be paid a premium of (\$1.00) per hour on a shift by shift basis.

Employees transferring from their primary job classification to a new primary job classification shall be paid at the rate of pay listed in Appendix A for the year they start in the new classification.

Tip and service charge eligible employees that accept temporary work outside of their primary job classification in another service charge eligible job classification shall be paid at the rate of pay as listed in Appendix A for the year they work in the other job classification.

Tip and service charge eligible employees that accept temporary work outside of their primary job classification in non-service charge eligible job classification shall be paid at the rate of pay as listed in Appendix A for the year they work in the other job classification.

Non-tip and non-service charge eligible employees that accept temporary work outside of their primary job classification in a service charge eligible job classification shall be paid at the rate of pay as listed in Appendix A for the year they work in the other job classification.

Non-tip and non-service charge eligible employees that accept temporary work outside of their primary job classification in a non-service charge eligible job classification shall be paid at the rate of pay listed in Appendix A for the year they work in the other job classification or paid at their current rate of pay whichever is greater.

Employees who do not pass the probationary period in a new job classification will be returned to their previous job classification and their previous rate of pay in that classification.

APPENDIX B **COMMISSION SCHEDULE**

Food and Beverage Vendors

Food and Beverage Vendors will receive 18% of individual gross sales.

Food and Beverage Vendors shall be guaranteed a minimum of \$50.00 per vendor, per ticketed event.

Merchandise Vendor

Merchandise Vendors will receive 6% of gross sales (less sales tax), split equally among all vendors.

Merchandise Vendors shall be guaranteed a minimum of \$50.00 per vendor, per ticketed event.

Merchandise vendors who are not available for the entire selling time, shall not be entitled to full commission.

APPENDIX C SERVICE CHARGE DISTRIBUTION

In addition to the wage rates set forth in the Schedule of Wages, all appropriately classified employees shall receive a distribution of the applicable service charges generated by hosted catered functions, pooled daily and paid biweekly.

+In addition to the wage rates set forth in the Schedule of Wages, all appropriately classified employees denoted with a (+) shall receive a distribution of the applicable service charges generated by hosted catered functions, pooled daily and paid bi-weekly.

The distribution of the 22% service charge shall be split based on the following schedule:

<u>10-1-17</u>	<u>10-1-18</u>	<u>10-1-19</u>
13.50%	13.50%	13.50%

Any additional increase in the service charge higher than 22% and up to 24%; 25% of the increase will be distributed to appropriately classified bargaining unit employees and 75% of the increase to the house.

The distribution of any increase in the service charge above 24% shall be negotiated with the Union.

All applicable service charges generated on hosted catered functions for the St. Paul RiverCentre, Roy Wilkins Auditorium and Offsite events will be pooled daily.

The applicable service charges generated will be separated between catered food functions and catered beverage functions and distributed accordingly.

All appropriately classified Catering department and Beverage department employees who work hosted catered functions, which generate a service charge for MHC Culinary Group, will be included in the daily calculation of the appropriate service charge distribution.

Cash Restaurant and Beverage functions such as cash bars, cash bottled wine sales, and all other cash events do not generate a service charge and, therefore, are not included in the daily calculation of service charge distribution.

The following classifications of employees will participate in the applicable service charge distribution using a tip point as a factor. Listed below are the tip point factors allocated to each classification eligible to participate in the service charge distribution:

All Catering Captains and Catering Attendants will receive one (1) tip point per hour.

All Bartenders will receive one (1) tip point per hour on all hosted bar events.

All Bar Backs will receive one half (1/2) tip point per hour on all hosted bar events.

Tip point factors are determined by multiplying each participants hours worked by the appropriate

classifications tip point factor.

The service charge distribution will be calculated by using the total applicable service charges generated per day, per department divided by the total number of tip points generated per day, per department. This will result in a service charge distribution per hour calculation.

Employees in training will not participate in the service charge distribution until the completion of training.

Large functions, which require extensive set-ups where employees are specifically scheduled to set up for the next day, may result in set up hours being pooled over a two (2) day period. Normal day-to-day side work hours of presetting for the next shift will not be pooled over a two-day period.

Adjustments to supplement the service charge distribution will be calculated and entered into the pool based upon the current average over the past six (6) months.

401(k) Match

Employees eligible to participate in the Union's National Plus Plan - - 401(k) wage deferral plan - - will receive an Employer match up to the first six percent of wages deferred.

The Employer match is based on the following schedule.

Percent of Wages Deferred	Employer Match	Percentage Matched
1%	100%	1.0%
2%	50%	0.5%
3%	50%	0.5%
4%	50%	0.5%
5%	50%	0.5%
6%	50%	0.5%
Total		3.5%

GRATUITIES

Gratuities received by the employer, in addition to the service charge, in the form of cash, check, credit card or add on to a direct bill shall be distributed equitably to all employees working the particular function in which the gratuity was generated. In the case where gratuities are received directly by the employee they are to be reminded of industry standards in regard to tipping support positions.

Employees may not actively solicit tips. Overt solicitation of tips such as visible tip jars or tip boats, is strictly prohibited. Gratuities must be identified at the point of transaction and placed in a location designated by the Company. All gratuities are the sole property of the employees and are not a part of the basic wage established by this Agreement. Employees shall not be required to pool tips or "tip out" but are encouraged to do so in the customary and usual manner for the industry. The Employer shall not interfere in any tip sharing system agreed to

among the employees.

SERVICE CHARGE REIMBURSEMENT

Employees shall reimburse the Employer for service charges or gratuities that are paid out to the employee by the employer if, a calculation error was made in the service charge or gratuity distribution, or failure of the employee to properly collect and close out a guest check making it impossible for the employer to collect the funds due, or a patron later disputes the gratuity paid to the employees.

SERVICE CHARGE REVIEW

Two (2) appointed service employees will be allowed to review the service charge distribution on a bi-weekly basis.

DRUG TESTING POLICY

The Employer and the Union have agreed to a drug testing policy, which the Employer will provide to all current employees and all new hires. No changes will be made to the policy without negotiations between the Employer and the Union.