

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**MANCINI'S CHAR HOUSE**

**And**

**UNITE HERE UNION LOCAL 17 AFL-CIO**

**EFFECTIVE OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2019**

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## **AGREEMENT**

This Agreement is made and entered into between Mancini's Char House hereinafter referred to as the EMPLOYER and UNITE HERE, Local No. 17 AFL-CIO hereinafter referred to as the UNION.

## **WITNESSETH**

IT IS AGREED by and between the Union in behalf of the employees of the Employer and the Employer as follows:

## **PREAMBLE**

### **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.

## **ARTICLE 1 UNION RIGHTS**

- 1. Union Recognition** - The Employer recognizes the above named Union as the sole and exclusive bargaining agents for all employees coming under the jurisdiction of the above named Union.
- 2. Union Notification of Vacancies** - The Employer shall give the Union sufficient advance notice of all vacancies of positions coming within the scope of this Agreement, in hiring persons to perform services covered by the terms of this Agreement.
- 3. Union Shop** - All such employees currently members of the Union shall be required, as a condition of continued employment, to remain members of the Union during the term of the Agreement or pay fees in lieu thereof. Any employees who are not presently members of the Union shall be required as a condition of continued employment, to become and remain members of the Union on or after the thirty (30) days following the execution of this Agreement or pay fees in lieu thereof. All such employees hereafter engaged, shall be required, as a condition of continued employment to become and remain members of the Union on or after the 30th day following the beginning of their employment of pay fees in lieu thereof. An employee who fails to become or remain a member of the Union as herein provided of pay fees in lieu thereof, shall be dismissed by the Employer immediately upon demand of the Union.
- 4. Exemptions from Union Membership** - Partners, owners and immediate family (sons, daughters and spouse) and bus and dish help are not covered by the provisions of this Collective Bargaining Agreement and need not become members of the Union.

5. **Check-Off** - The Union shall be notified monthly of all terminations and new hires of the Employer. A Union authorization form shall be given to all new employees by the Employer at date of hire, and after thirty (30) days shall be forwarded by the Employer to the Union. The Employer agrees to deduct initiation fees, regular monthly dues and other required fees for all employees, each month from the wages of its employees. The amount of said initiation fee, monthly dues and other required fees shall be uniform and notice of these amounts shall be given to the Employer by the Union in writing. Such check-off shall be made monthly and remitted to the Union not later than the 10th of the month following receipt of the application for check-off. Failure to comply with any of the above shall subject the Employer to a liability equal to one (1) months dues per each employee.

6. **Voluntary Check-Off 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, New York, New York 10001.

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

7. **Bulletin Board and Newspaper Box** - 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 a Union newspaper distribution box in a conspicuous area frequented by employees.

8. **Union Buttons** - All employees shall be permitted to wear their union button and/or official union steward button.

9. **Union Visitation** - Union Representatives shall be permitted to visit establishments at reasonable times provided the Union agrees the Representatives will not interfere with or disrupt employee's work. The Representatives shall report their presence to management immediately upon their entry upon the premises. In the event management is not on the premises, the Union Representative will report her/his presence to the senior bartender on duty.

10. **Employer Records** - The Union shall have the right for good cause and at reasonable times to check all Employer records which deal with employee compensation to determine whether the Employer is in compliance with the terms and requirements of the Collective Bargaining Agreement.

**ARTICLE 2  
STRIKES AND LOCKOUTS**

1. **Strikes and Lockouts** - It is agreed that there shall be no lockouts or strikes so long as the provisions of this contract are lived up to.

2. **Picket Line Recognition** - 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 St. Paul Regional Labor Federation AFL-CIO 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 Employer's business.

**ARTICLE 3  
MODIFICATION AND RELIEF**

1. **Employer's Modification and Relief** - The Union agrees that if business conditions arise wherein the continued existence of the business is threatened so that operations may cease by reason of, but not limited to, bankruptcy, foreclosure, loss of lease or voluntary shut down, the Employer, through the association, shall be privileged to request a hearing to consider the question of concession and relief for a temporary or fixed point of certain provisions of this contract. Such position shall be considered by a special committee of four members, two members of which will be appointed by the union and two members of which will be appointed by the association. The committee shall hear such evidence as they feel may be required for proper review and determination. The decision of said committee shall be made in writing and the copy of same shall be attached to and constitute a part of this agreement. That in the event the committee is unable to reach a majority decision, the committee shall attempt to appoint a neutral fifth member. That in the event a fifth member cannot be agreed upon, the Chief Judge of Ramsey County District Court shall have the authority upon petition of either party to appoint such a neutral member. The decision of the committee, once such neutral member has been appointed, shall be final and not subject to grievance procedures of this contract.

**ARTICLE 4  
PAY, GRATUITIES AND JOB CLASSIFICATIONS**

1. **Minimum Wage Rates** - The minimum rates of pay for the job classifications covered by this Agreement are set forth in the Schedule of Wages, which is attached and made a part of this Agreement.

2. **No Reduction** - There shall be no reduction of wages or 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 or by past practice. Nor shall any employee be reclassified to defeat the purpose of this Agreement.

3. **Merit Increases** - 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.

4. **New Job Classifications** - When an Employer establishes a new job classification, the Union shall be notified and the rate of pay for the new job classification shall be negotiated with the Union. If the parties fail to reach an Agreement, the matter shall be pursued through the Grievance and Arbitration Procedures of this Collective Bargaining Agreement.

5. **Combination Work** - All combination work shall be paid at the highest scale of wages for the work performed, except in the event the employee is already receiving the highest rate, in which case a new rate shall be negotiated. 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.

6. **Business Costs** - Employees shall not be asked or required to stand the loss of walk-outs, bad checks, incorrect credit card stamps, addition errors, over-pouring, cash register shortages, breakages, or other such industry costs as may occur from time to time, except the aforementioned acts may be grounds for employee discipline.

7. **No House Service Charge and Gratuities** - There shall be no house service charge placed on any ala carte tab and all gratuities shall be the sole property of the serving person or persons.

8. **Deductions** - All deductions on employees' checks shall be itemized and the employee will receive a copy of the itemized deduction.

## ARTICLE 5 MEALS AND UNIFORMS

1. **Meal Period** - All employees covered by this Agreement shall be offered a meal period of not less than one-half (1/2) hour and not longer than one (1) hour and shall not be requested to work during this period except in case of extreme emergencies. If employees are required to work any portion of the meal period, they shall receive the regular rate for the entire meal period. The time for the meal period may be specified by the Employer. Meal periods shall not be increased to defeat the purpose of this Agreement.

2. **Meal Cost** - Employees while on duty shall have the right to purchase food at not more than fifty percent (50%) of the menu price. Kitchen employees shall receive their meals consistent with past practice. The Employer shall have the option to offer an "Employee Only" menu.

3. **Uniforms** - The Employer shall furnish to employees any required uniform pieces at no cost to the employee. The Employer will replace those pieces when necessary due to normal wear and tear, but the employee shall be responsible for paying for uniforms damaged by carelessness, recklessness, or use off-duty. Employees shall be responsible for ordinary laundry and maintenance of uniforms. Employees shall return all uniform pieces upon termination if requested, or shall have the replacement costs deducted from their final paycheck.

4. **Regular Rate of Pay** - It is specifically agreed by the Union and Employer that any meals, uniforms, and/or laundering and maintenance of uniforms furnished by the Employer to an employee shall not be considered as part of the employee's regular rate of pay for wage or overtime computation purposes within the meaning of Wage and Hour Law, and that the employee's regular rate of pay is that rate reflected on the Schedule of Wages.

## **ARTICLE 6 HOURS OF WORK, OVERTIME AND PREMIUM PAY**

1. **Work Week** - The work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours per week.

2. **Premium Pay, Over Eight (8) Hours and Over Forty (40) Hours** - Overtime shall be paid at the rate of one and one-half times (1½) the regular rate of pay for all work performed over forty (40) hours in any one (1) week. For back of house (Lead cook, cook, pantry/salad) positions only, overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all work performed after eight (8) hours in any one day and forty (40) hours in any one week. Overtime payments pursuant to this article shall not be duplicated or pyramided. Back of house employees may, after involving the union steward, agree in writing to waive the daily (8 hour) overtime provisions of this section.

3. **Premium Pay for Sixth and Seventh Day** - All work performed by any part time or regular employee on the sixth(6<sup>th</sup>) consecutive work day shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. All time worked by any part time or regular employee on the seventh (7<sup>th</sup>) consecutive work day shall be paid for at the rate of two (2) times the regular hourly rate of pay. Holidays not worked shall not constitute a day worked for the purpose of computing overtime, except in the case of employees who are regularly scheduled six (6) days per week. It is understood and agreed that any employee may, in consultation with the union steward, agree to waive the provisions of this Section. Provided, however, that in no event will any such waiver affect the employee's entitlement to overtime for hours in excess of forty (40) hours in one week.

4. **Bartenders, Sixth Day** - Any bartenders required to report to work on the sixth(6<sup>th</sup>) day shall be guaranteed eight (8) hours work at one and one-half (1 1/2) times their applicable hourly rate of pay.

5. **Report-In-Pay** - All employees who report to work shall be guaranteed four (4) hours' work or pay in lieu thereof and this shall apply for each time said employee reports to work on split shift within the same day. This does not include servers who shall be guaranteed a minimum of 2 1/2 hours work or pay in lieu thereof and this shall apply for each time said employee reports to work on split shift within the same day. The above guarantees do not apply however, if said employee leaves work or requests to leave work early of his or her own volition, for a reason not approved by Employer.

6. **Absence Notification** - An employee who fails to give at least three and one-half (3½) hours notice to Employer of an unexcused absence may receive a warning notice from the Employer, unless a documented emergency prevented such notice from being given.

7. **Staff Meeting** - No employee shall be required to attend a department or staff meeting on his or her day off.

8. **Replacement** - No employee shall be required to secure a substitute or a replacement when such employee is absent from work, but, if an employee provides a substitute for themselves such substitute must be approved by Management.

9. **Split Shifts** - The Employer agrees to eliminate split shifts in all departments as much as possible, however, any employee who works a split shift, such period shall not exceed twelve (12) consecutive hours. Such employee shall receive two (2) meal periods of not less than one-half (1/2) hour or more than one (1) hour each.

10. **Total Time** - Employees who work in more than one classification, their total time shall count under all provisions of this contract.

11. **Discontinuance of Business or Lay-Off** - If it is necessary to close down or otherwise discontinue business or any part of the Employer's business on a temporary or permanent basis, or if it is necessary to lay-off any employees on a temporary or permanent basis, the Employer shall give affected employees a minimum of two (2) weeks notice unless the cause of the discontinuance of the business is beyond the control or knowledge of the Employer. If the Employer fails to give affected employees the two (2) week's notice, and no suitable alternative employment is provided, these employees shall receive two (2) week's pay. Provided, however, the above shall not apply when such discontinuance of the business fluctuations which result in the closing of stations from time to time.

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

13. **Work Schedules** - Work schedules shall be posted one (1) week in advance of first day of the schedule.

## **ARTICLE 7 SENIORITY**

1. **Seniority Definition** - Seniority shall mean continuous length of service in the establishment from first day of work in any of the classifications covered by this Agreement.

2. **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.

3. **Probationary Period - New Employees** - New employees shall be employed on a sixty (60) day trial or probationary basis, during which time they may be discharged without recourse;



provided, however, that this probationary period will be automatically extended an additional thirty (30) days after written notice to the Union and the employee of such extension and the reason therefore. After the trial period, they shall be placed on the seniority list and their seniority shall then date from the first day of their current period of employment.

4. **Probationary Period - Change Classifications** - An employee promoted to a higher classification shall serve a twenty (20) working day probationary period. During the probationary period, the Employer may return the employee to their previously held classification, room and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification, room and schedule. Employees so returning to previous work shall suffer no loss of seniority.

5. **Areas of Seniority** - It is hereby agreed by the Employer and the Union that the Employer shall recognize seniority in all respects in the following areas, provided that employees are qualified to do the work.

- (a) Layoff and recall
- (b) Scheduling vacations
- (c) Offering overtime
- (d) Preference of holidays, however, employees regularly scheduled to work the day on which a holiday falls may not be involuntarily bumped out of their shift
- (e) Promotion and demotion
- (f) Scheduling of the workweek and shifts
- (g) Employees scheduled less than five (5) days per week may exercise their seniority for five (5) days of work per week when additional shifts become vacated

6. **Job Openings** - Employees shall be notified of permanent job openings.

7. **Bumping** - Bumping shall not be permitted except in cases of layoffs.

8. **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, employees may exercise any accrued seniority in their prior classification to revert to the classification from which they were last transferred.

9. **Seniority List** - The Employer shall furnish an accurate seniority list to the Union upon request.

## **ARTICLE 8 GRIEVANCES**

1. **Grievance Procedure.** 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:

- (a) **Step 1.** The aggrieved Employee shall first discuss the dispute with the Employer or his/her designee.
- (a) **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 knowledge of the facts giving rise to the grievance, file a written grievance with the authorized representative of the Employer. The written grievance shall indicate the contract provision(s) violated and the name of the Employee(s). Either party may request a meeting at the time of or subsequent to the filing of the written grievance. The meeting shall take place within ten (10) days of the filing of the written grievance.
- (b) **Step 3.** If the grievance is not settled pursuant to Step 2 above, the Employer shall issue a decision in writing within fourteen (14) days from the time of the filing of the written grievance.

Working Conditions While Processing Grievance. 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 give rise to the grievance.

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. However, the time limits of the Grievance Procedure can be mutually extended by the parties. Such extensions of time shall be in writing.

1. **Worker's Compensation or Unemployment Compensation** - Should any grievance arise that falls within the jurisdiction of the Worker's Compensation or Unemployment Compensation laws, the Union reserves the right to represent the employee in such case.

2. **Wage Discrepancies** - Employees must file claims for any wage discrepancies within thirty (30) days after receiving paycheck covering the period in which alleged discrepancy occurred. Wage discrepancies are only those mistakes normally made in computing pay rates or hours.

3. **Back Pay** - In the event that the Employer violates any of the provisions of the foregoing articles pertaining to wages or hours, back pay owed the employee because of such violation shall be paid by the Employer at two (2) times the straight time or overtime rate of pay, whichever is violated. Provided, however, reasonable evidence of clerical error shall exempt the Employer from paying the double penalty. He shall pay only the actual amount of back pay involved.

## **ARTICLE 9 ARBITRATION**

1. **Arbitration Procedure** - If the grievance cannot be satisfactorily settled by the grievance procedure in Article 8, either of the parties may request arbitration by giving the other party written notice of its desire to arbitrate.

2. **Selection of Arbitrator** - 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 strike shall become the Arbitrator. The parties may select an Arbitrator by other means if such other method of selection is confirmed by a written stipulation.

3. **Time Frame** - The selection of the Arbitrator shall be made within five (5) days after the receipt of the list of Arbitrators and the hearing shall be within thirty (30) days after the selection of an Arbitrator. In the case of a delay beyond the time limits set forth herein, the Arbitrator shall find against the party causing the delay. Except, however, where the time limit is waived by mutual written agreement.

4. **Expenses** - The expenses of the Arbitrator shall be borne equally by the Union and the Employer, each party bearing its own preparation and presentation expenses.

## **ARTICLE 10 DISCIPLINE AND DISCHARGE**

1. **Discipline and Discharge** - The Employer will not discipline employees except for just cause only. Discipline will normally be in the following form:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension, pending investigation
- (d) Discharge

Provided, however, in the case of dishonesty, drunkenness on duty, or a more serious violation of the Employer's rules, the preceding progressive discipline need not apply.

2. **Written Notices** - Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file shall be read and signed by the employee. Such signature shall in no way be an admittance of wrongdoing on the part of the employee. If the employee

refuses to sign, the Employer may note such refusal on the notice. A copy of such reprimands and/or notices shall be given to the employee and the Union.

3. **Warning Notice Cancellation** - 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.

4. **Suspensions and Discharges** - All suspensions and discharges will be in written form and copies will be mailed 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.

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

6. **Disciplinary Meetings** - In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union steward and/or Union Representative present.

7. **Notification of Rules** - The Employer will give a copy of the Employer's rules to all employees and request a receipt from each employee acknowledging they have received the aforementioned rules. The Employer's rules shall not conflict with this Agreement.

## **ARTICLE 11 LEAVES OF ABSENCE**

1. **Personal Leaves** - Leaves of absence may be granted upon the request of the employee in writing for a period of not to exceed ninety (90) days. Copies of such request and the Employer's permission must be sent to the Union office.

2. **Leaves for Injury and Illness** - Employees who complete their probationary period and become ill and present a physician's statement of such illness to the Employer, shall be granted an unpaid sick leave for a period not to exceed thirty (30) days. Such sick leave shall be extended for successive thirty (30) day periods upon presentation of a physician's statement if the employee's health or physical condition is such as to prevent them from gainful employment. Employees shall be allowed maximum sick leave of his/her seniority from the date the leave commenced or one (1) year from the first day of absence. Vacation will not accrue during such leaves. Seniority will continue to accrue during such leaves.

- (a) **Physician's Statement** - A physician's statement shall not be necessary for illness or injuries of short duration, i.e., of up to three (3) days. However, such physician's statement may be required in the case of more than one - three (3) day absence within a ten (10) day period.

- (b) **Return to Work** - Employees shall notify the Employer when they are ready to return to work after a period of absence, and furnish the Employer a medical certificate from their physician 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.

3. **Maternity Leave** - An employee may continue to work after her pregnancy begins for such time as the pregnancy does not interfere with her capacity to perform fully all the duties of her job. Maternity leave without pay shall be granted for a period not exceeding one (1) year, provided, that said leave shall not be included in computation of length of service for the purpose of determining amount of vacation. Seniority shall continue to accumulate during maternity leave. The Employer shall provide the medical benefits now provided under the same terms and conditions as are provided for all other illnesses.

4. **Child-Care Leave** - An employee shall be granted an unpaid child-care leave of absence of up to six (6) months in connection with the birth or adoption of her/his child. The employee shall notify the Employer of such intent three (3) months prior to the leave. Seniority shall accrue during such leave.

5. **Military Leaves** - It is further agreed by the parties of this Agreement that any employees called for military service or compulsory military training shall not lose their job or seniority standing by reason thereof, and that employees hired in their place during the absence shall be so informed.

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.

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

8. **Funeral Leave** - Employees shall be given up to three (3) days leave of absence with pay from the day of death to burial to attend burial services and assist in funeral arrangements in the event of death in the immediate family, and shall be compensated only for the time actually lost due to such absence. The immediate family shall be considered to be spouse, parents of employee or spouse, children, grandchildren, sisters and brothers. Employees shall be given a one (1) day leave of absence to attend burial services in the event of death of a brother-in-law or sister-in-law and grandparents. To qualify for funeral leave, an employee must have completed their thirty (30) day probationary period.

9. **Leaves of Absence** - Wherever applicable, leaves provided pursuant to this article will be administered consistent with the Family and Medical Leave Act and applicable state law.

## **ARTICLE 12 HOLIDAYS**

1. **Paid Holidays** - All work performed by employees on the following holidays shall be paid for at the rate of two (2) times the regular hourly rate of pay: New Years Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. All full time employees who do not work on such holidays shall be paid straight time for said holiday. Regular part time employees shall be paid for such holidays not worked on a pro rate basis.

If a holiday falls on a Sunday, then the day celebrated as such shall be paid as a holiday; provided, however, that if an employee works both the Sunday holiday and the day celebrated as a holiday, he shall receive holiday pay for only one of those two (2) days.

2. **Eligibility** - In order for employees to be eligible for holiday pay, they must be available the work day before and the work day after the holiday unless it is their regular day off or they are excused for reasons such as vacation, sickness, accident or circumstances beyond their control. No Employer will change the work schedule before a holiday for the purpose of avoiding holiday pay. The Employer may request a doctor's certificate as proof of sickness.

3. **Regular Six Day a Week Employees** - Holidays not worked shall constitute a day worked for the purpose of computing overtime on the sixth day of the employee's work week.

## **ARTICLE 13 VACATIONS**

1. **Amount of Vacation** - All employees who have at least one (1) full year of service shall be entitled to a paid vacation on the following basis:

- (a) All employees upon completion of one (1) year of service shall receive five (5) working days' vacation with pay.
- (b) All employees upon completion of two (2) years of service shall receive ten (10) working days' vacation with pay.
- (c) All employees upon completion of ten (10) years or more of service shall receive twenty (20) working days' vacation with pay.
- (d) All employees upon completion of twenty (20) years or more of service shall receive twenty-five (25) working days' vacation with pay.

2. **Regular Six Day a Week Employees** - Any employee regularly working six (6) days per week shall receive vacation pay based upon a six (6) day work week. Such employee with one (1) year of service shall receive six (6) working days' vacation with pay.

Those with two (2) years service shall receive twelve (12) working days' vacation with pay. Those with ten (10) years service shall receive eighteen (18) working days' vacation with pay. Those with twenty (20) years service shall receive twenty-four (24) working days' vacation with pay.

The six (6) day employees with six (6) months' service or more, but less than one (1) year, shall receive twenty percent (20%) more vacation benefits than those provided in section 1 of this Article.

**3. Accrued Vacation Pay** - All vacation pay shall be accrued and in the event an employee's employment is terminated for any reason, other than dishonesty, the employee shall receive, upon termination, the pro-rated vacation benefits they are owed.

**4. Computing Vacation Pay** - In computing length of service for vacation pay eligibility, length of service shall be based upon the anniversary date of the day an employee commences employment. Employees working less than full time shall receive vacation pay based on their average hours per week and the years of service schedule in Section 1 above.

**5. Pay Before Vacation** - All employees are to be paid their vacation pay prior to their leaving for their vacation.

**6. No Change in Scheduled Vacation** - Once a request for vacation has been approved by the Employer, the vacation dates shall not be changed unless by mutual consent of the Employer and the employee.

## **ARTICLE 14 STATE AND FEDERAL LAW**

**1. Recognition of Applicable Laws** - It is the intention of this Agreement that it be in conformity with all applicable State and Federal law and if any part of this Agreement shall be found to conflict with such laws, the remaining terms and provisions of the Agreement shall remain in full force and effect.

Any violation by the Employer of State and Federal Law shall constitute a breach of this Agreement and shall be a grievance under the terms of this Agreement.

**2. Equal Opportunity** - The Employer agrees to comply with the State and Federal Laws prohibiting discrimination in hiring practice because of sex, race, age, religion, color or national origin.

**3. No Discrimination** - No employee shall be in any way punished, retaliated or discriminated against. No employee shall be discharged for giving information regarding alleged violation of this Agreement. No Employer shall criticize or threaten an employee in any way for filing a grievance regarding alleged violation of this Agreement.

**ARTICLE 15**  
**HEALTH AND WELFARE INSURANCE**

1. **Benefits Provided** – The Employer under this agreement shall provide, through the Employer’s plan, the benefits listed in the Summary Plan Description on behalf of all employees who elect medical coverage. The Employer shall provide life and disability coverage for those employees who do not elect medical coverage. Dental, life and disability benefits are listed in Appendix B of this agreement.

2. **Contributions** – The Employer, and all eligible employees (see Section 3 below) who wish medical coverage, will contribute toward the cost of the medical coverage plan according to the following schedule:

<b>EMPLOYEE SHARE</b>	<b>EMPLOYER SHARE</b>
25%	75%

3. **Eligibility** – Employees become eligible for coverage on the first of the month following ninety (90) days of service with 104 hours or more. The employee must opt for health coverage within thirty (30) days after becoming eligible for benefits if she/he wants coverage. Eligibility is maintained by working 104 hours per month or more (80 hours per month or more for employees hired prior to October 1, 2007) each month thereafter. Any month the employee loses eligibility and wants to maintain medical coverage, she/he must pay the full monthly medical premium directly to the carrier or through payroll deduction by the Employer by the tenth of the following month.

During the open enrollment period that exists January 1<sup>st</sup> through January 31<sup>st</sup> of each year, an employee may change from "no coverage" to "coverage" or vice versa.

- (a) **Vacation and Holiday Hours Towards Eligibility** - Vacation periods or other time off for which payment is actually made to the employee shall be considered as hours worked for the purpose of maintaining medical and dental eligibility.

4. **Employer Deductions** - The Employer agrees to deduct the appropriate amount from the paycheck of any employee who authorizes such deduction in writing.

5. **Self-Pay** - All eligible employees, as determined by Section 3 above, who fall below the required hours for Health & Welfare coverage or who terminate their employment shall be permitted to self-pay for up to 18 months according to standards and procedures determined by the carrier and Federal Legislation (COBRA). The Employer agrees to deduct the necessary amount from the paycheck of the employees. It is the employee's responsibility to keep track of the monthly eligibility in regards to self-pay.



6. **Dependent Coverage** - Employees covered under the benefits of the Plan will be permitted to purchase dependent coverage, provided such coverage shall be paid for by the employee.

7. **Dental Plan** - In addition to the above contribution, the Employer shall provide a dental plan. Dental coverage shall become available to all eligible employees (see Section 3 above) whether or not they elect medical coverage. There is no cost to the employee for dental coverage. Employees who wish to participate in the dental plan must notify the Employer in writing.

## **ARTICLE 16 PENSION PAYMENT**

1. **Substitute Payments** - In lieu of Pension payments, the Employer agrees to make an annual, lump sum payment in the total amount of forty-two cents (42¢) per hour worked by each employee who was or who otherwise have been eligible to participate in the Pension Plan (Bus and Dish room excluded.) Such lump sum payments shall be made to employees on the active payroll and paid by each January 31 during the contract for hours worked during the prior calendar year for which no pension contribution was made.

## **ARTICLE 17 AMENDING AGREEMENT**

The terms, conditions and interpretations of this contract may be modified or changed with the approval of UNITE HERE, Local No. 17 and the Employer.

## **ARTICLE 18 SUCCESSORS AND ASSIGNS**

1. **Successors** - The terms and provisions of this Agreement cover work performed by employees of the establishment, and shall bind all sublessee, assignees, purchasers or other successors to the business to such terms and provisions, to which the employees are and shall be entitled to under this Agreement. The Employer shall give notice of the existence of this Agreement to any purchasers, transferee, lessee, assignees, receiver or trustee of the operation covered by this Agreement or any part thereof. Such notice shall be given in writing, with a copy provided to the Local Union, at least thirty (30) days prior to the effective date of any sale, transfer, lease, assignment, receivership or bankruptcy proceedings.

2. **Sublease** - The terms and provisions of this Agreement shall apply to any party or parties that may have heretofore or hereafter subleased the restaurant portion of any liquor establishment under this Agreement, whose employees are under the jurisdiction of Local 17.

3. **Sublease Seniority Rights** - In the event of a sub-leasing arrangement, there shall be one master seniority list for all employees of the lessee and lessor. In no event shall any employee lose seniority due to the sub-leasing arrangement.

**ARTICLE 19**  
**TERM OF AGREEMENT**

This Agreement shall be in effect for a period of five (5) consecutive years commencing on the first (1st) day of October, 2014 and shall continue to and including the thirtieth (30th) day of September, 2019 and be automatically renewed thereafter from year to year, unless at least sixty (60) days prior to the termination date either party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2015.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
Pat Mancini

\_\_\_\_\_  
Nancy Goldman President

\_\_\_\_\_  
Wade Luneburg, Financial Secy-Treasurer

**APPENDIX "A"**  
**SCHEDULE OF WAGES**

<b>Bartender</b>	<b>10-01-14</b>	<b>10-01-15</b>	<b>10-01-16</b>	<b>10-01-17</b>	<b>10-01-18</b>
Start	12.00	12.00	12.00	12.00	12.00
12 Months	13.00	13.00	13.00	13.00	13.00
*					
<b>Cook</b>	<b>10-01-14</b>	<b>10-01-15</b>	<b>10-01-16</b>	<b>10-01-17</b>	<b>10-01-18</b>
Start	15.00	15.00	15.25	15.50	15.75
6 Months	15.45	15.45	15.70	16.00	16.30
12 Months	15.75	15.75	16.00	16.30	16.55
18 Months	16.00	16.00	16.25	16.55	16.85
24 Months	16.25	16.25	16.50	16.80	17.15

<b>Lead Cook</b>	<b>10-01-14</b>	<b>10-01-15</b>	<b>10-01-16</b>	<b>10-01-17</b>	<b>10-01-18</b>
Start	18.50	18.75	19.00	19.50	20.00
12 Months	19.50	19.75	20.00	20.50	21.00
18 Months	20.00	20.25	20.75	21.25	21.75
24 Months	20.50	20.75	21.50	22.00	22.50
36 Months	21.00	21.50	22.10	22.60	23.10

<b>Pantry/Salad</b>	<b>10-01-14</b>	<b>10-01-15</b>	<b>10-01-16</b>	<b>10-01-17</b>	<b>10-01-18</b>
Start	11.50	11.50	11.75	12.00	12.50
6 Months	11.90	11.90	12.20	12.60	13.00
12 Months	12.25	12.40	12.85	13.25	13.65
18 Months	12.85	13.00	13.35	13.75	14.25
24 Months	13.25	13.65	14.10	14.55	15.00

Server Wages      minimum wage

All servers receive seniority pay if eligible, in addition to hourly rate.

\*Bartenders hired before 10-1-14 are grandfathered at their rate of pay if it is higher than the current rate.

Longevity Pay – All employees

15 Years of Service    -      \$ .25/Hr.

20 Years of Service    -      \$ .50/Hr.

**APPENDIX "B"**  
**HEALTH & WELFARE BENEFITS**

Each eligible employee electing medical coverage will be provided the following:  
Refer to Plan Summary attached.

Dental Coverage:

Benefits -

Class "A" - 100% Basic Services - (2 cleanings, check-ups,  
X-Rays - fluoride treatment per year)

\$1,000 annual maximum -  
\$ 50 deductible

Class "B" - 80% Endodontics  
80% Periodontics - \$500 lifetime maximum  
80% Oral Surgery

Class "C" - 50% Major Restorative  
50% Prosthetics

Life Insurance - \$10,000; (for employees age 65 and over, the Group Life policy limit is \$6,500)

Disability - \$100 per week to a maximum of thirteen (13) weeks,  
3rd day accident, 8th day illness.

